



Joe Shirley, Jr.
Chairman, District I

Tom M. White, Jr.
Vice Chairman, District II

Barry Weller
Supervisor, District III

**NOTICE OF PUBLIC MEETING AND AGENDA OF
THE APACHE COUNTY BOARD OF SUPERVISORS**

January 20, 2015

**Board of Supervisors' Hearing Room, First Floor
75 West Cleveland Street
St. Johns, Arizona
8:30 a.m. MST**

Pledge of Allegiance.
Invocation by Invitation


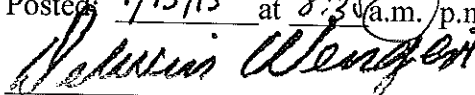
1. Scott A. Noll, Vice President-Project Manager & Gregory Bilson, Chief Development Officer, Concord Blue Energy: Presentation on the Eagar Biomass Project.
2. Community Development: Discussion and possible approval of the Final Plat for Four Seasons Condominium Subdivision. The Property is located at 28 Main Street in Greer, Arizona, parcel 102-14-006. This was unanimously approved by the Planning and Zoning Commission.
3. Community Development: Discussion and possible approval of a Final Plat for Cattle Kates Condominium Subdivision. Property is located at 80 Main Street, Greer, Arizona, parcel 102-11-0011. This was approved by the Planning and Zoning Commission by a 7-0 vote with one member abstaining.
4. Discussion and possible approval of **CONSENT ITEMS**: All items indicated by an asterisk (*) will be handled by a single vote as part of the consent agenda, unless a Board Member or the County Manager objects at the time the agenda item is called.

County Manager/Clerk of the Board:

- *A. Request approval of demands as distributed to the Apache County Board of Supervisors between January 6, 2015 to January 19, 2015. Demands are payments made or to be made, by the County. Specific details of the demands may be requested through the County public record request process.
- *B. Approval of minutes dated January 6, 2015.

5. Election Department: Based on the recommendation by the Republican Party County Chairman, Delos Bond, determine vacancies exist in the office of precinct Committeeman and appoint the following: For Eagar Precinct, Jack Whiting and Gary Kiehne, for the Round Valley Precinct, Dorothy Lesueur, for the Flat Top Precinct, Dan Muth.
6. Superior Court: Discussion and possible approval of the Letter of Understanding between the Superior Court and Dirk LeGate for public defender services. This action is to replace Marsha Gregory at the previously approved contract rate.
7. Barry Weller, District III Supervisor: Request that the County Attorney's Office and the Sheriff's Department provide an update and documentation to the Board of Supervisors regarding assignment of the case to the appropriate jurisdictional authority and the charging and prosecution of the former employee who took Chinle Justice Court funds in 2013 for her own benefit.
8. Doyel Shamley, Natural Resources Liaison: Following a presentation on game management hunt guidelines, obtain ideas and comment for submission to the Arizona Game and Fish Department.
9. Clerk of the Board: Following a possible executive session for legal advice pursuant to A.R.S. 38-431.03(A) (3) discussion and possible action regarding the advertising publication services for the County as per A.R.S. 11-255.
10. County Manager's Office: Following an Executive Session for personnel matters pursuant to A.R.S. 38-431.03(A)(1) discussion and possible action regarding the performance evaluation of the county manager.
11. Call to the Public: Individuals may address the Board on any relevant issue for an amount of time determined by the Chairman. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter, or ask that a matter be placed on a future agenda.

Pursuant to the Americans with Disabilities Act, the Apache County Board of Supervisors endeavors to ensure the accessibility of its meetings to all persons with disabilities. If you need an accommodation for a meeting, please contact the Clerk of the Board's office at (928)337-7503, TDD (928)-337-4402 at least 48 hours prior to the meeting (not including weekends or holidays) so that an accommodation can be arranged. One or more members of the Board of Supervisors may participate telephonically or through video communication.

Posted: 1/15/15 at 8:30 a.m. p.m. by 

Delwin Wengert, Clerk of the Board

Eagar, AZ Biomass Power Project Update Report

prepared for

the Eagar Town Council

by **Concord Blue Energy, Inc.**

on behalf of

Concord Blue Eagar, LLC

December, 2014

Background

Western Energy Solutions, LLC (“WES”) has been developing the Eagar biomass conversion project (“Eagar Project”) for a number of years and has made significant progress in the last year – since the signing of the Power Purchase Agreement with Navopache Electric Cooperative, Inc. (“NEC”). The principals of WES, Gregory and Wesley Bilson, developed a relationship a number of years ago with Concord Blue headquartered in Dusseldorf, Germany, the provider of the conversion technology utilized for the Eagar Project. In 2012, the Bilsons and the founder of Concord Blue formed Concord Blue Energy, Inc. As part of that transaction, a new project company was formed for the execution of the Eagar Project called Concord Blue Eagar, LLC, jointly owned by WES and Concord Blue Energy, Inc.

Brief Project Description

The Eagar Project will convert woody biomass waste into renewable electricity for sale to NEC and high quality biochar for sale to one of the country’s largest biochar marketing and distribution companies. Wood waste will be received at the project site from area mills in the form of chips and from forest thinning operations in the form of small diameter logs. The wood waste material will be field dried in the woodyard storage area and then fed to a screen and de-stoner and then to a 24-hour storage hopper. Material will be drawn from the storage hopper and then delivered by a bucket elevator to an indirect dryer feed bin located within the Concord Blue Reformer® (“CBR®”) tower structure. After passing through the indirect dryer, the wood waste is fed to the CBR® through the patented process and converted to a synthetic gas (“syngas”). The raw syngas is cleaned of impurities in a wet scrubbing system, de-watered, and then transferred to a short-term gas storage and pressure regulation tank. Syngas is then drawn from the pressure regulation tank and fed to the two lean-burn reciprocating internal combustion engines which produce electricity at 480 volts. The voltage is then stepped up using a transformer to the 24,900 volt NEC distribution system voltage level. A power line (3 phase) exiting the transformer will interconnect with the existing NEC power line within the Eagar Industrial Park.

Biochar will stored in bulk in a controlled storage hopper and then conveyed to a super-sack bagging operation, then moved to a palletted storage area for loading on to transport trucks for delivery to customers directly or to the biochar distributor’s designated warehouse location(s).

Since there is no sewer interconnection at the Eagar Industrial Park, the Eagar Project has been designed as a zero discharge facility (with the exception of stormwater). The design incorporates certain water recovery equipment as well as the installation of two

evaporation ponds for the disposal of non-organic process wastewater, primarily generated from the syngas scrubber system. The evaporation ponds are sized to accept precipitation as well as ongoing scrubber system discharges and surface evaporate adequate quantities of wastewater to maintain the required freeboard.

A more detailed description of the Concord Blue process is attached.

Concord Blue Company Update

On October 1, 2013 Concord Blue announced a strategic alliance with Lockheed Martin for Lockheed to provide its engineering, program management, procurement, manufacturing and integration experience to apply Concord Blue's patented technology globally in the expanding waste-to-energy arena. On October 9, 2014, Lockheed Martin signed a manufacturing agreement with Concord Blue Energy to provide all manufacturing support for the Concord Blue Reformer® technology, making them the exclusive manufacturing provider of the Concord Blue Reformer®. In addition, Lockheed Martin announced their plans to build a Concord Blue Reformer® at their Facility in Owego, New York. (see the attached press releases)

Power Purchase Agreement

WES and NEC entered into a Power Purchase Agreement ("PPA") on October 11, 2013, pursuant to which the Eagar Project will sell to NEC up to 1 MW per hour of baseload renewable electrical energy for a period of 20 years. The renewable electrical energy will be produced by the Project through the thermolytic conversion of wood waste resources into syngas with the CBR® technology and the combustion of the syngas in lean burn reciprocating engine/generator sets as described above. The Eagar Project will help NEC meet their renewable energy portfolio standard requirements established by the Arizona Corporation Commission.

Site Lease Expansion

We continue work with our project Balance of Plant engineering firm, Evergreen Engineering of Eugene, Oregon. Our recent focus on the site requirements and the general arrangement, made it apparent to us that we require an expansion to the Town of Eagar site lease from 3 acres to 11.95 acres. The primary reasons are the desire for additional wood chip and log deck storage as well as the need to expand the evaporation pond for process wastewater management. The expanded site has been re-surveyed and the new plat will be recorded with Apache County once the amended and re-stated lease is completed with the Town of Eagar (see draft plat attached). The increased feedstock

storage capacity will ensure that the facility will run continuously regardless of current availability of biomass due to weather and logging activity.

Archeological Site Survey and Study

In late July 2014, Cornerstone Environmental completed an archeological survey and written report for the site, with a copy submitted to the Arizona State Museum. No findings were made based upon prior surveys at the cinder cone mining operation as well as an actual field survey conducted by a qualified and state-certified archeologist.

Engineering

We have been working with Evergreen Engineering on a number of items including the plant general arrangement, the specific wood yard material handling and processing equipment, the placement and sizing of the evaporation pond for the disposal of process waste water, and the site grading and drainage plan.

Attached to the back of this report are two engineering drawings we wanted to share with the Eagar Town Council. One is the most recent version of the plant general arrangement drawing and the other is the grading and drainage plan drawing. **This is provided as Confidential Information for internal Council use only and should not be disseminated to the general public.**

On July 10, 2014 Greg Bilson and Scott Noll of Concord Blue Energy, Inc. met with Garth Turley and Nicholas Heggen of NEC at the Project site to review the existing power lines and discuss the specific interconnection strategy and line routing. In follow-up communications, Mr. Heggen provided the transformer pad construction specifications as well as the transformer type. NEC has the appropriate 24,900V to 480V transformers in inventory that can be used for the Project.

Procurement

WES is working with Lockheed Martin on the combined procurement of reciprocating internal combustion engines from Dresser Rand's Guascor division for the Eagar Project as well as Lockheed Martin's wood biomass project addition at their Owego, NY production facility. Negotiations of terms and conditions and underway as of this writing.

Construction. Awaits air permit issuance.

Commissioning. Awaits completion of construction.

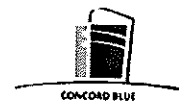
Commercial Operations. Awaits completion of commissioning and testing.

For more information on Concord Blue, please visit our website at:

www.concordblueenergy.com



Concord Blue Energy, Inc.

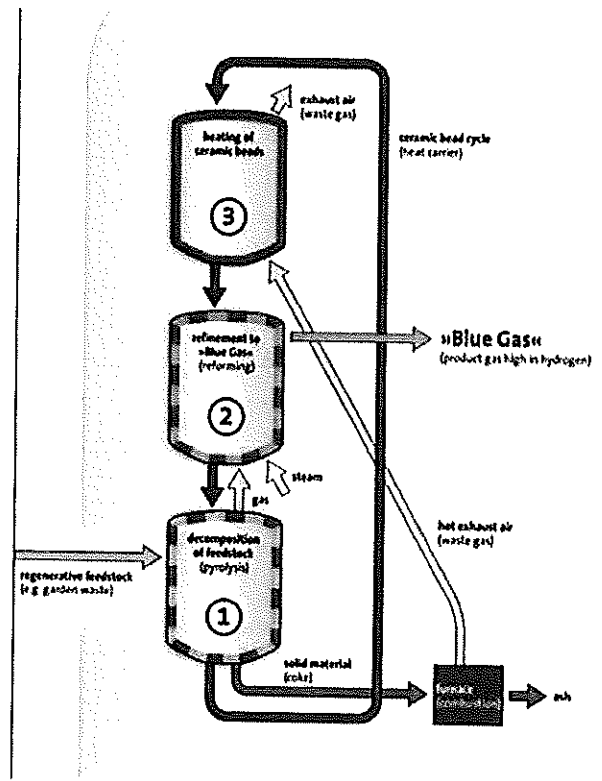


Concord Blue Process Description

The Concord Blue Reformer® (CBR®) uses regenerative feedstock like refuse derived fuel ("RDF") created from residential, commercial and industrial municipal solid waste; sewage sludge cake; woody biomass; hospital waste; industrial sludges and waste; plastic wastes; and manure or agricultural wastes to produce clean, renewable, CO₂-neutral, mid-calorific syngas. THE TECHNOLOGY USED IN THE CBR® IS NEITHER INCINERATION NOR CLASSICAL PYROLYSIS.

We turn classical gasification upside down. Conventional gasification plants typically convert input biomass material into a gas (also called producer gas, syngas or synthesis gas) by means of pyrolysis and gasification, introducing air as the gasifying agent. The poor quality and low energy product gas that results is then used to generate electricity by means of thermal oxidation, conversion of hot exhaust gases into steam and then use of low efficiency steam turbines.

In contrast, our reformers use a multi-stage process, beginning with thermolysis in the absence of air to create a syngas and biochar. Spatially separated from the gas, the biochar is separated from the heat carrier balls, cooled, and then transferred to the biochar storage and packaging area. Cleaned syngas is combusted to create the heat needed for the reforming process, making the plant self-sustaining. The raw syngas is refined in a steam reformer to produce a very high quality syngas, suitable for direct use in reciprocating engines or for conversion into other energy products.



Concord Blue Reformer® Process Diagram

The diagram above shows the combustion of char to produce the heat for the process. In the Eagar Project, we are preserving the biochar for sale, and therefore size the conversion equipment to produce enough syngas to use in both the engines and in the process heat burner.

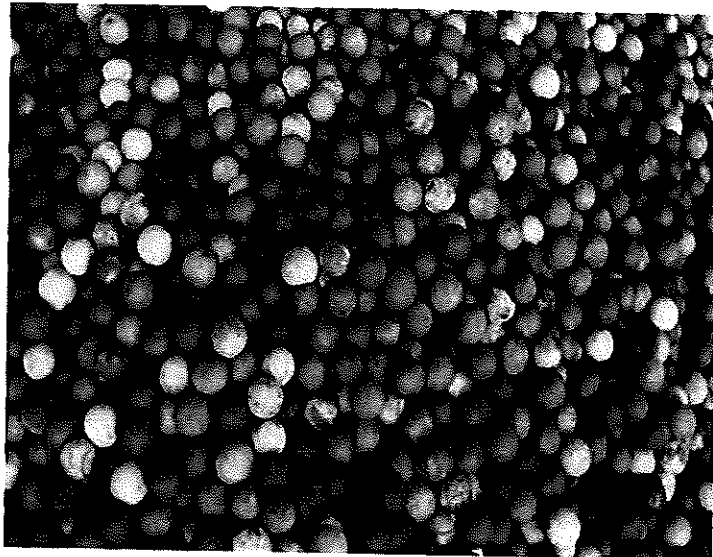
Staged Reforming

The conversion from waste or biomass to syngas, called reforming, takes place in multiple, separate process steps, called *staged reforming*. The reformers consist of three main vessels: the thermolyser located at the bottom, the steam reformer in the middle, and the pre-heater at the top of the unit.

1. **Thermolyser: Decomposition of feedstock**
First, the carbonaceous material is fed into the thermolyser operating at temperatures of approx. 650°C (1,200°F), leading to thermal decomposition of the feedstock (thermolysis). Typically, 80 % wt. of the feedstock is then converted into a gas; 20 % wt. remains as solid material (biochar), subsequently cooled and packaged for sale.
2. **Steam Reformer: Refinement of the thermolysis gas to high value syngas**
Secondly, at a temperature of approx. 950°C (1,700°F), the gas produced during thermolysis is refined into a clean, CO₂-neutral syngas by adding steam (this process is called reforming). The syngas is very high in hydrogen (approximately 40% - 55% vol. hydrogen) and very low in tar. It is then filtered, scrubbed and cooled and either used in gas-fired reciprocating engines to generate electricity or further processed to pure hydrogen or ethanol or another biofuel. In addition, some of the syngas is used for the process heat burner in the place of combusting the biochar, which in the case of the Eagar Project we are preserving for sale.
3. **Pre-Heater: Provision of process heat**
Heat required for thermal decomposition (step 1) and gas refinement (step 2) is provided by heated ceramic beads. These ceramic beads move through the process steps from top to bottom in the CBR® in a closed cycle and dissipate their heat at each step. Cleaned syngas is fully oxidized in a specialized multi-fuel burner in order to heat the beads. These processes run continuously, allowing the CBR® to produce large amounts of the high value product gas and biochar.

Heat Carrier Technology

Our reformers utilize a circulating bulk material (ceramic beads) as heat-distribution medium. This has the important added benefit of ensuring that all heat-transferring surfaces are always clean, making it possible to use any input material that in other systems would cause slagging, fouling and corrosion. We specifically choose ceramic beads that exhibit excellent thermal retention and durability characteristics.



Concord Blue Reformer® Ceramic Heat Carrier Beads

Heat Process

The heat is transferred from the biochar combustion flue gas to the inert bulk heat carrier (ceramic beads) inside a simple moving bed reactor. During this process (circulating from bottom to top), the heat carrier beads first give off their heat in the gas reforming stage and then in the feedstock thermolyser. The advantage of using separate heat carrier and motor flue gas circuits is that the different heat flows generated throughout the process can be collected and used to supply the collected heat where it is needed without diluting the syngas with nitrogen.

High Quality Product Gas

The CBR®-generated product gas is extremely high in quality because it is unaffected by the flue gas from the syngas combustion. Other methods achieve a product gas with only 30% to 50% thermal efficiency, whereas the CBR® achieves over 72.5% efficiency. CBR®'s high quality product syngas has five alternative applications:

- Fuel for use in syngas-certified combustion turbines or in gas reciprocating engines for high-efficiency electric power production;
- Raw material for synthesis of fuels or chemicals;
- Hydrogen production;
- Replacement or blender gas for natural gas.

Waste Heat Recovery for Process Use

When using lean burn reciprocating engines to produce electricity, waste heat can be recovered from the turbine exhaust gases and the engine jacket and lube oil cooling loops. Exhaust gas from the syngas combustor hot air generator is first

used to heat the ceramic heat carrier beads, then to pre-heat the syngas burner combustion air, and then used in a steam generator to produce 120 psi steam for the CBR® thermolysis steam injection. Exhaust gas from the lean burn reciprocating engine is a high temperature waste heat suitable for use in the wood dryers to help achieve a feedstock inlet target moisture content of 15%. The engine jacket and lube oil cooling loops can be routed through glycol/water heat exchangers to generate hot water for use in distributed heating/cooling systems or in an Organic Rankine Cycle (ORC) turbine system to generate additional power.

Intelligent Process yet Only Simple Equipment Required

The thermolyser and the steam reformer use separate gravity-driven moving bed reactors with no further equipment mounted inside. The heat-carrying ceramic beads are moved up by a mechanical drive (vessel lift system) and down by gravity.

The CBR® automatically records all emission and performance data and continuously streams data online to the company's central engineering/monitoring station in Düsseldorf, Germany.

News Release



LOCKHEED MARTIN REACHES AGREEMENT WITH CONCORD BLUE TO DEPLOY ADVANCED GASIFICATION TECHNOLOGY GLOBALLY

BALTIMORE, Oct. 1, 2013 – Lockheed Martin [NYSE: LMT] and Concord Blue USA, Inc., have reached an agreement to offer an advanced waste conversion system to address waste disposal, energy security and climate control issues. Advanced waste conversion is an emerging technology that uses gasification processes to convert waste products to electricity, heat and synthetic fuels. This solution addresses the current burden on landfills, conventional incineration and fossil fuels, as well as the desire for green baseload energy.

Lockheed Martin will provide its engineering, program management, procurement, manufacturing and integration experience to apply Concord Blue's patented technology globally in the expanding waste-to-energy arena.

"This agreement enables Lockheed Martin to combine our proven ability to meet complex project requirements and access to a broader, global market with Concord Blue's demonstrated technology, experience and global facilities," said Paul Klammer, director of bio energy programs at Lockheed Martin's Mission Systems and Training business. "With more than 7 billion people on the planet, sustainable waste disposal and a need for energy that is both secure and clean are quality of life issues. Leveraging Concord Blue's feedstock flexibility, combined with their ability to scale for smaller applications, uniquely positions us to solve waste disposal challenges, including those challenges industrial customers face."

Concord Blue has developed a closed-loop, commercially-proven, non-polluting process that recycles waste into energy at virtually any scale. By working closely with leading businesses, governments and communities around the globe, Concord Blue creates tailored solutions that safely and effectively dispose of waste while producing clean energy through advanced waste conversion.

"This alliance with Lockheed Martin will allow Concord Blue's innovative waste recycling technology to positively impact more communities around the world," said Charlie Thannhaeuser, chairman and chief executive officer of Concord Blue. "This collaboration will enable us to deploy a compelling solution to a significant environmental, social and safety issue that affects every region of the world."

Lockheed Martin takes a comprehensive approach to solving global energy and climate challenges, delivering solutions in the areas of energy efficiency, smart energy management, alternative power generation and climate monitoring. The company brings high-level capabilities in complex systems integration, project management, information technology, cyber security, and advanced manufacturing techniques to help address these challenges. Today, Lockheed Martin is partnering with customers and investing talent in clean, secure, and smart energy – enabling global security, a strong economic future, and climate protection for future generations.

Concord Blue is a waste solutions innovator that transforms nearly any form of waste into a variety of clean, renewable fuels. Unlike other available waste-to-energy processes, Concord Blue's unique technology benefits the environment, fulfilling all international, EPA and European regulations for renewable energy and air emissions. Concord Blue operates globally, with offices in the United States, Germany, India and Dubai.

Headquartered in Bethesda, Md., Lockheed Martin is a global security and aerospace company that employs about 116,000 people worldwide and is principally engaged in the research, design, development, manufacture, integration, and sustainment of advanced technology systems, products, and services. The Corporation's net sales for 2012 were \$47.2 billion.

#

Media Contact: Scott Lusk, (240) 274-3554; email: scott.lusk@lmco.com

For additional information about Lockheed Martin, visit our website:
<http://www.lockheedmartin.com>

LOCKHEED MARTIN SIGNS CONTRACT TO MANUFACTURE CONCORD BLUE ADVANCED GASIFICATION REFORMER

OWEGO, N.Y., Oct. 10, 2014 – Lockheed Martin [NYSE: LMT] signed a manufacturing agreement today with Concord Blue to provide all manufacturing support for the Concord Blue Reformer® technology, which converts waste to energy using advanced conversion technology. The company is now the exclusive manufacturing provider of the Concord Blue Reformer®.

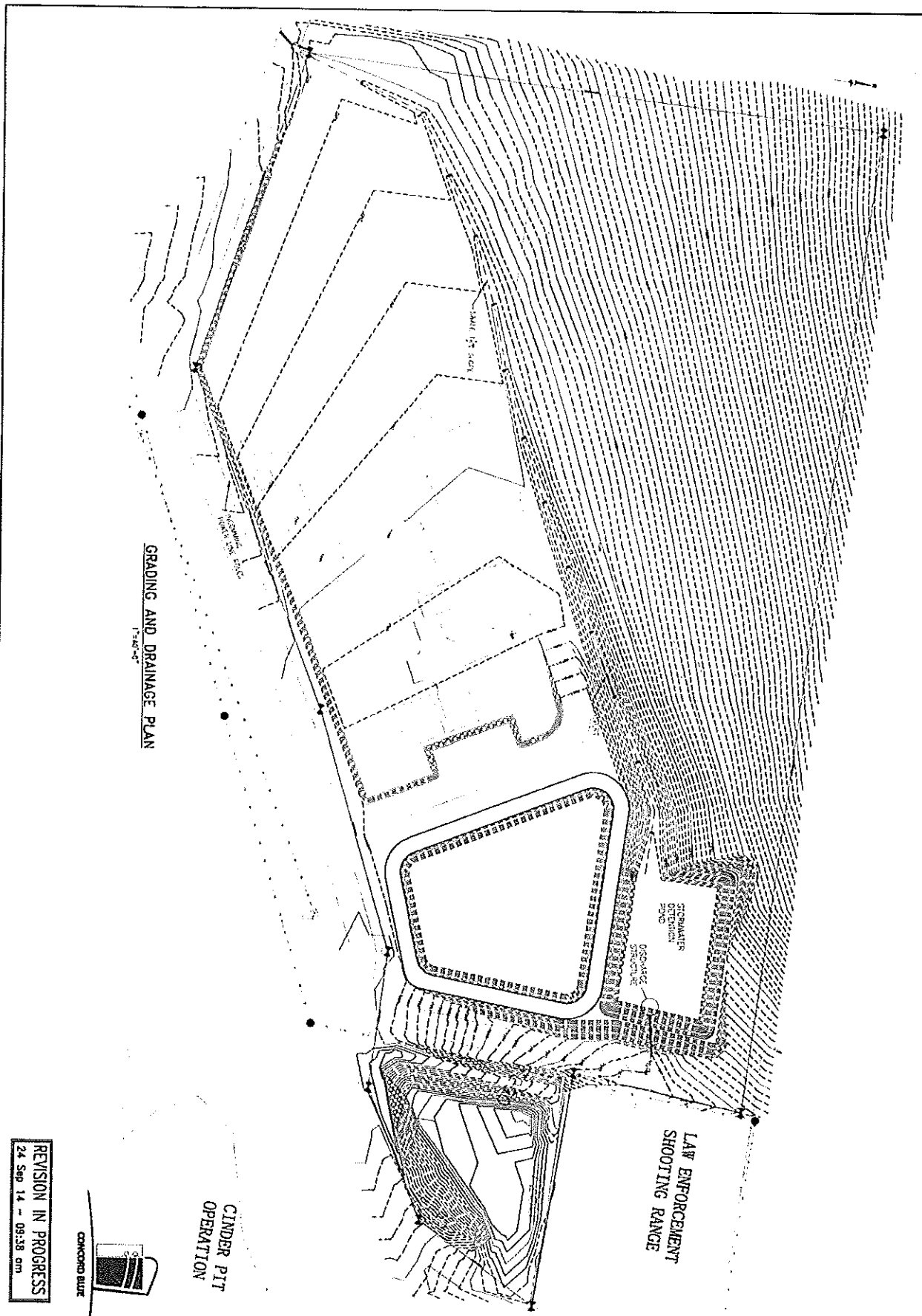
In 2013, Lockheed Martin and Concord Blue Energy, Inc. reached an agreement to offer an advanced waste conversion system to address waste disposal, energy security and climate control issues. Advanced waste conversion is an emerging technology that uses gasification processes to convert waste products to electricity, heat and synthetic fuels. This solution addresses the current burden on landfills, conventional incineration and fossil fuels, as well as the desire for green baseload energy.

Concord Blue is a waste solutions innovator that transforms nearly any form of waste into a variety of clean, renewable fuels and energy. Unlike other available waste-to-energy processes, Concord Blue's unique process employs a patented technology called steam thermolysis to convert waste material using heat transfer instead of incineration – efficiently producing the highest quality syngas without combustion. Concord Blue operates globally, with offices in the United States, Germany, India and Dubai.

Headquartered in Bethesda, Maryland, Lockheed Martin is a global security and aerospace company that employs approximately 113,000 people worldwide and is principally engaged in the research, design, development, manufacture, integration, and sustainment of advanced technology systems, products and services. The Corporation's net sales for 2013 were \$45.4 billion.



Dan Heller, vice president of new ventures for Lockheed Martin's Mission Systems and Training business, and Christopher "Charlie" Thannhaeuser, chairman and chief executive officer of Concord Blue, sign a manufacturing agreement in Owego, N.Y. on Oct. 9, naming Lockheed Martin the exclusive manufacturing provider of the Concord Blue Reformer®.



GRADING AND DRAINAGE PLAN

LAW ENFORCEMENT
SHOOTING RANGE

CINDER PIT
OPERATION

STOPWATCH
STATION

REVISION IN PROGRESS
24 Sep 14 - 09:38 am



CONCORD BLUE

| | | | |
|----------|------------|----------|--------------|
| PROJECT | 2000LO2 | DATE | 2922.0 |
| CLIENT | NEW LAYERS | LOCATION | EAGER, 3720A |
| DESIGNER | | SCALE | |
| CHECKER | | DATE | 09/23/14 |



EVERGREEN ENGINEERING
Engineering and Construction Services
ELICM, P.A.C.M.

| | | |
|-----|------|-------------|
| NO. | DATE | DESCRIPTION |
| | | |
| | | |

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: Community Development



Date/Signature: January 12, 2015

Describe in detail what you want to say to the Board and what action you want the Board to take:

Consideration and possible approval of a Final Plat for Four Seasons Condominium Subdivision. Property is located at 28 Main Street, Greer, AZ. 102-14-006

BOS Meeting Date Requested January 20, 2015

PRE-AGENDA ITEM REVIEW

Review Routing Legal / Finance / Purchasing / Human Resource / Other: _____

Legal Review: _____

Signature: 

Finance Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____



SUBDIVISION APPLICATION

STAGE OF DEVELOPMENT

Preliminary Plat Final Plat Amendment Reversion

APPLICANT / DEVELOPER

Name Four Seasons Cabins LLC
 Mailing Address PO Box 80316
Phx, AZ 85060
 Contact Person Doug Sandahl
 Phone 602-550-5433 Fax N/A
 Email dsandahl@cox.net

PROPERTY OWNER (if different than applicant)

Name _____
 Mailing Address _____
 Contact Person _____
 Phone _____ Fax _____
 Email _____

PROJECT ENGINEER

Name GeoStone LLC
 Mailing Address PO Box 2400
St Johns, AZ 85936
 Contact Person Ken Fugere
 Phone 928-337-3621 Fax NA
 Email Ken.geostone@gmail.com

PROPERTY INFORMATION

Assessor's Parcel #(s) 102-14-006
 Township 7N Range 7E Section 14
 Subdivision Name Four Seasons Condominium
 Unit # _____
 Address/Location 28 Main St
Green, AZ 85927
 Number of Lots Proposed 3
 Total Site Acreage 1.33 acrs.
 Proposed Access Main Street

CERTIFICATION & SIGNATURE

Submittal of this application constitutes consent of the applicant in granting the Planning and Zoning Department access to the subject property during the course of project review. No further consent or notice shall be required.

I hereby certify that the information in this application is correct and agree to abide by the regulations of this jurisdiction.

Signature of Applicant

[Signature] Date 12/4/14

Signature of Property Owner (if not the applicant)

_____ Date _____

| OFFICE USE ONLY | |
|-----------------------------------|---------------------|
| Received By <u>[Signature]</u> | Date <u>12/8/14</u> |
| Receipt # _____ | Fee <u>\$440</u> |
| Subdivision# <u>2014-00000029</u> | |
| Related Subdivisions _____ | |

| COMMISSION ACTION | |
|---|---------------------------------|
| <input type="checkbox"/> Approved with Conditions (see attachments) | <input type="checkbox"/> Denied |
| Chairman <u>[Signature]</u> | Date _____ |
| BOARD ACTION | |
| <input type="checkbox"/> Approved with Conditions (see attachments) | <input type="checkbox"/> Denied |
| Chairman _____ | Date _____ |

RECEIVED
 DEC 08 2014
 BY: [Signature]

**DECLARATION OF CONDOMINIUM AND OF
COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS
FOR
FOUR SEASONS CONDOMINIUM**

DATED

_____, 20__

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**DECLARATION OF CONDOMINIUM AND OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
FOUR SEASONS CONDOMINIUM**

THIS DECLARATION OF CONDOMINIUM AND OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR FOUR SEASONS CONDOMINIUM ("**Declaration**") is made this ___ day of _____, 20___, by FOUR SEASONS CABINS LLC, an Arizona limited liability company ("**Declarant**").

RECITALS

A. Declarant is the owner of land located in Apache County, Arizona, described as follows:

Units 1 through 3 and Common Elements of Four Seasons Condominium, a commercial condominium of Apache County, Arizona, recorded in Book ___ of Maps and Plats at Page ___ thereof, Apache County Records.

which real property shall hereinafter be referred to as the "Property".

B. Declarant desires and intends that the Property shall be held, sold and conveyed subject to the covenants, conditions, restrictions and easements in this Declaration, which: (i) are for the purpose of creating a condominium under the Arizona Condominium Act, A.R.S. §§ 33-1201 et seq. (as may be amended from time to time, the "Condominium Act"); (ii) are for the purpose of protecting the value, desirability, attractiveness and character of the Property (iii) shall run with all of the real property comprising the Property; (iv) shall be binding on all parties having any right, title, or interest in the Property, or any part thereof; and (v) shall inure to the benefit of the aforementioned parties and their heirs, successors and assigns.

C. Declarant has formed an Arizona nonprofit corporation to be known as "Four Seasons Commercial Condominium Association", for the purposes of, among other things, (i) the efficient preservation of the values and amenities of the Property, in regard to which the Association will be delegated certain powers of administering and maintaining the Common Elements and enforcing this Declaration and Rules adopted pursuant hereto; and (ii) establishing, collecting, disbursing and enforcing the Assessments created herein.

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

ARTICLE I

DEFINITIONS

Capitalized terms not otherwise defined in this Declaration shall have the meanings specified for such terms in the Condominium Act. As used in this Declaration, the following terms shall have the following meanings:

1.1 "**Articles**" means the Articles of Incorporation of the Association, as they may be amended from time to time.

1.2 "**Assessments**" means the Common Expense Assessment and Special Assessments levied and assessed against each Unit pursuant to ARTICLE X of this Declaration.

1.3 "**Assessment Lien**" means the charge and continuing servitude and lien against a Unit for payment of Assessments, monetary penalties and other charges pursuant to this Declaration as more particularly described in Section 10.1 of this Declaration.

1.4 "**Association**" means "Four Seasons Commercial Condominium Association" organized by Declarant to administer and enforce the Condominium Documents and to exercise the rights, powers and duties set forth therein, and its successors and assigns.

1.5 "**Board of Directors**" means the Board of Directors of the Association.

1.6 "**Bylaws**" means the Bylaws of the Association, as they may be amended from time to time.

1.7 "**Common Elements**" means all portions of the Condominium other than the Units, including, without limitation, Limited Common Elements and any amenities, water and wastewater distribution systems, walkway areas, private drives, drainage areas and landscaping.

1.8 "**Common Expenses**" means expenditures made by, or financial liabilities incurred or to be incurred by the Association, together with required allocations to reserves, including but not limited to expenditures incurred in the enforcement of provisions of the Condominium Documents.

1.9 "**Common Expense Assessment**" means any assessment levied against the Units pursuant to Section 10.4 of this Declaration.

1.10 "**Common Expense Liability**" means the liability for Common Expenses allocated to each Unit by this Declaration.

1.11 "**Condominium**" means the real property located in Apache County, Arizona, submitted to the Declaration together with all buildings and other Improvements located hereon and all easements, rights, and appurtenances belonging thereto. The name of the Condominium created by this Declaration is "CK Cabins Condominium."

1.12 "**Condominium Documents**" means this Declaration, including the Plat, and the Articles, Bylaws, and Rules.

1.13 "**Declarant**" means Four Seasons Cabins LLC, an Arizona limited liability company, and their successors or assigns who have in writing been designated as a successor to the rights of Declarant hereunder.

1.14 "**Declaration**" means this Declaration of Condominium and of Covenants, Conditions, Restrictions and Easements for Four Seasons Condominium, as it may be amended from time to time, together with the exhibits, and where appropriate by context, the Plat.

1.15 "**Development Rights**" means any right or combination of rights reserved by or granted to Declarant in this Declaration as permitted by the Condominium Act.

1.16 "**Eligible Mortgage Holder**" means a First Mortgagee who has in writing requested that the Association furnish it with specific written notice of amendments or other material actions in relation to this Declaration.

1.17 "**First Mortgage**" means any mortgage or deed of trust on a Unit with first priority over any other mortgage or deed of trust.

1.18 "**First Mortgagee**" means the holder of any First Mortgage.

1.19 "**Improvements**" means all physical structures including, but not limited to, cabins, decks, patios, balconies, parking areas, driveways, fences and walls, mailboxes, propane tanks, planters, trash receptacles, and all landscaping, including, but not limited to, hedges, plantings, trees and shrubs of every type and kind.

1.20 "**Limited Common Elements**" means a portion of the Common Elements specifically designated in this Declaration or on the Plat as a Limited Common Element and allocated by this Declaration or by operation of the Condominium Act for the exclusive use of one or more, but fewer than all, of the Units. The deck, patio, balcony and propane tank(s) of each Unit which lies outside the Unit/Lot shall be a Limited Common Element of the Unit.

1.21 "**Member**" means a Unit Owner who, by reason of ownership of a Unit, is entitled to automatic membership in the Association as set forth in the Bylaws.

1.22 "**Period of Declarant Control**" means the time period commencing on the date this Declaration is recorded in the Apache County Recorder's Office, and ending on the earlier of:

(A) Ninety (90) days after the conveyance of one-hundred percent (100%) of the Units which may be created in the Condominium to Unit Owners other than Declarant; or

(B) Four (4) years after Declarant has ceased to offer Units for sale in the ordinary course of business.

1.23 "**Person**" means a natural person, corporation, business trust, estate, trust, partnership, association, limited liability company, joint venture, government, government subdivision or agency, or other legal or commercial entity, and in the case of a subdivision trust, means the beneficiary of the trust who holds the right to subdivide, develop or sell the real estate rather than the trust or trustee.

1.24 "**Plat**" means the condominium plat for Four Seasons Condominium, recorded in the Official Records of the Apache County Recorder's Office, and any amendments, supplements, or corrections thereto.

1.25 "**Purchaser**" means any Person, other than Declarant, who by means of a voluntary transfer becomes a Unit Owner except for: (i) a Person who purchases a Unit and then leases it to Declarant for use as a model, sales or leasing office, fitness facility or business support center in connection with the sale of other Units, or (ii) a Person who, in addition to purchasing a Unit, is assigned any Special Declarant Right.

1.26 "**Rules**" means the rules and regulations adopted by the Association, as they may be amended from time to time.

1.27 "**Special Assessment**" means any assessment levied against the Units pursuant to Section 10.5 of this Declaration.

1.28 "**Special Declarant Rights**" means any right or combination of rights reserved by or granted to Declarant in this Declaration or by the Condominium Act.

1.29 "**Unit**" means a portion of the Condominium designated for separate ownership and occupancy, as shown on the Plat and more particularly described in Article III of this Declaration.

1.30 "**Unit Owner**" means the record owner, whether one or more Persons, of beneficial or equitable title (and legal title if the same has merged with the beneficial or equitable title) to the fee simple interest of a Unit. Unit Owner shall not include (i) Persons having an interest in a Unit merely as security for the performance of an obligation or (ii) a lessee or tenant of a Unit. Unit Owner shall include a Purchaser under a contract for the conveyance of real property, a contract for deed, a contract to convey, an agreement for sale or any similar contract through which a seller has conveyed to a Purchaser equitable title to a Unit under which the seller is obligated to convey to the Purchaser the remainder of seller's title in the Unit, whether legal or equitable, upon payment in full of all monies due under the contract. The term "Unit Owner" shall not include a Purchaser under a purchase contract and receipt, escrow instructions or similar executory contract which is intended to control the rights and obligations of the parties to the executory contract pending the closing of a sale or purchase transaction. In the case of Units the fee simple title to which is vested in a trustee pursuant to A.R.S., §§ 33-501 et seq., the Trustor shall be deemed to be the Unit Owner.

ARTICLE II

CREATION AND DECLARATION OF CONDOMINIUM

2.1 Creation. This condominium is created by Declarant pursuant to the Arizona Condominium Act, A.R.S. §§ 33-1201 et seq., as the same may be amended from time to time. This instrument is executed by all of the Unit Owners.

2.2 Applicable Law. All the provision of the Condominium Act shall apply to this Condominium, its organization, rights of Declarant, management, etc., unless a contrary provision is specified in the Declaration.

2.3 Name and Description of Condominium; Association. The name of the Condominium is Four Seasons Condominium, a commercial condominium. The legal description of the Condominium is Units 1 through 3 and Common Elements of Four Seasons Condominium, a condominium of Apache County, Arizona, recorded in Book ___ of Maps and Plats at Page ___ thereof, Apache County Records. The Identifying Numbers of the Units submitted to the Condominium are those Units consecutively numbered 1 through 3 inclusive, as shown on the Plat.

The name of the Unit Owners Association shall be Four Seasons Commercial Condominium Association.

ARTICLE III

DESCRIPTION OF UNITS AND UNIT BOUNDARIES

The Units initially created by and subject to this Declaration are shown and depicted on the Plat as Lots, and the location and identifying numbers of Units/Lots are shown and described on the Plat.

(A) The horizontal boundaries of each Unit/Lot are shown on the Plat. The vertical boundaries begin fifteen (15) feet below the finished floor elevation as shown on the Plat, and extend thirty (30) feet above the finished floor elevation as shown on the Plat.

(B) In the event of an inconsistency or conflict between the provisions of this section and the Plat, this section shall control.

(C) The physical boundaries of a Unit shall be considered to be the proper boundaries regardless of the settling, rising or lateral movement of the building structure and regardless of any variances between the boundaries shown on the Plat and the actual physical boundaries.

ARTICLE IV

ALLOCATION OF INTERESTS AND VOTING RIGHTS

4.1 Allocation of Common Element Interest. The undivided interests in the Common Elements shall be allocated among the Units based upon a ratio, the numerator of which is one (1) and the denominator of which is the total number of all Units in the Condominium. In no event shall the cumulative interests of all Units exceed or be less than a total of 100%. Initially, each Unit shall have a Common Element Interests of 1/3th, or 33.3%.

4.2 Allocation of Common Expense Liabilities. The Common Expense Liability shall be allocated among the Units in the same ratio as the Common Element Interest assigned to each Unit set forth in Section 4.1.

4.3 Allocation of Limited Common Elements. The following portions of the Common Elements are Limited Common Elements and are allocated to the exclusive use of one Unit as follows: Any gas tank or meter, electric or water meter which serves only one Unit is allocated to the Unit it serves.

4.4 Reallocation of Limited Common Elements.

(A) A Limited Common Element may be reallocated by an amendment to this Declaration made in accordance with the provisions of the Condominium Act. During the Period of Declarant Control, all such proposed reallocations must be submitted to and approved in writing by Declarant.

(B) During the Period of Declarant Control, Declarant shall have the right, without a vote of the Members or any other approval, to allocate as a Limited Common Element any portion of the Common Elements not previously allocated as a Limited Common Element.

(C) The Board of Directors shall have the right, without a vote of the Members, to allocate as a Limited Common Element any portion of the Common Elements not previously allocated as a Limited Common Element. Any such allocation by the Board of Directors shall be made by an amendment to this Declaration and an amendment to the Plat if required by the Condominium Act.

4.5 Assignment of Parking Spaces. The vehicle parking areas not allocated as Limited Common Elements are Common Elements and shall be maintained by the Association. The Association shall have the ability but not the obligation to assign such parking spaces to designated Unit Owners, the use of which shall be a personal right of such Unit Owner. The Association may reassign the use of such parking spaces and may impose and receive payments, fees or charges for the use of parking spaces. Parking spaces not assigned to a specific Unit shall be used and shared by all Unit Owners in a fair and equitable manner. The Association may adopt regulations governing such parking spaces and, in the event of conflicts, the Board may convert some or all of the parking spaces to Limited Common Elements. Declarant shall have the authority during the Period of Declarant Control to assign and reassign parking spaces and to convert some or all of the parking spaces to Limited Common Elements.

4.6 Membership and Voting Rights. Each Unit Owner within the Condominium shall automatically be a Member of the Association and shall be entitled to one (1) vote for each Unit owned in all matters concerning the administration of the Association and management of the Condominium. In the event that a Unit is owned of record by more than one person, the vote attributed to that Unit shall be cast as a single vote as the Unit Owners of that Unit shall among themselves determine, and said vote shall not be apportioned.

ARTICLE V

DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS

5.1 Development Rights of Declarant. Notwithstanding anything to the contrary in this Declaration, Declarant reserves to itself, its successors and assigns, the following Development rights, which shall be referred to in this Declaration as "**Development Rights**":

(A) To create easements, Units, Common Elements or Limited Common Elements within the Condominium;

(B) To subdivide Units, convert Units into Common Elements or convert Common Elements into Units;

(C) To amend the Declaration during the Period of Declarant Control to comply with applicable law, or; to correct any error or inconsistency in the Declaration, or; to reflect the change in the number of Units, Common Elements or Limited Common Elements.

5.2 Special Declarant Rights. The right or rights or combination thereof known as "**Special Declarant Rights**" reserved to Declarant are the following:

(A) To construct Improvements provided for in this Declaration or shown on the Plat;

(B) To exercise any Development Right;

(C) To maintain sales offices, management offices, model Units and signs advertising the Condominium;

(D) To use easements through the Common Elements for the purpose of making Improvements within the Condominium;

(E) To appoint or remove any officer of the Association or any member of the Board of Directors during the Period of Declarant Control.

5.3 Transfer of Special Declarant Rights. A Special Declarant Right created or reserved by this Declaration may be transferred pursuant to the provisions set forth in A.R.S. § 33-1244 of the Arizona Condominium Act, or the successor statute thereto.

5.4 Legal Description. The legal description of the real estate subject to each of the Development Rights and other Special Declarant Rights reserved in this Declaration to Declarant is shown and depicted on the Plat and consists of all Units and Common Elements subject to the Declaration.

5.5 Time Limits. Exercise of Development Rights and Special Declarant Rights by Declarant are not limited in any manner as to time and extend beyond the Period of Declarant Control unless otherwise limited by provisions of the Condominium Act.

ARTICLE VI

EASEMENTS

6.1 Existing Easements. If any Unit or Common Element is encumbered by an access or utility easement as shown on the Plat, then by accepting a deed to such Unit and Common Element, the Unit Owner acknowledges and consents to such easement.

6.2 Utility Easements. In addition to those special easements shown on the Plat, there is hereby created an easement upon, across, over and under the Common Elements for reasonable ingress, egress, installation, replacing, repairing or maintaining of all utilities, including, but not limited to, gas, water, sewer, telephone, cable television and electricity. By virtue of this easement, it shall be expressly permissible for the utility company providing such service to erect and maintain the necessary infrastructure and equipment on the Common Elements, but no sewers, electrical lines, water lines, or other utility or service lines may be installed or located on the Common Elements except as initially designed and/or as thereafter approved and constructed by the Board of Directors. This easement shall in no way affect any other recorded easements on the Common Elements. In no event shall any portion of the above mentioned easements for utilities be construed to authorize the placing or installing of sewers, electrical lines, water lines or other utilities under any permanent building structure constructed on the Property.

6.3 Easements for Ingress and Egress. There are hereby created easements for ingress and egress for pedestrian traffic over, through and across sidewalks, paths, walks, and lanes that from time to time may exist upon the Common Elements. There is also created an easement for ingress and egress for pedestrian and vehicular traffic, including, without limitation, emergency access and utility repair vehicles, over, through and across such driveways and parking areas as from time to time may be paved and intended for such purposes except that such easements shall not extend to any Limited Common Elements or assigned parking spaces, if any. Such easements shall run in favor of and be for the benefit of the Unit Owners and occupants of the Units and their guests, families, tenants and invitees.

6.4 Easements for Emergency and Service Vehicles; Refuse Collection. There are hereby created easements for ingress to and egress from the Condominium over, through and across such streets, driveways, parking areas and open space as from time to time may be paved and intended for such purposes for the benefit of all municipal, state and federal vehicles, including, without limitation, all emergency and service type vehicles, including utility repair vehicles, as may be required from time to time to service the Condominium and the Unit Owners and occupants including, without limitation, for U.S. Mail distribution and collection and for private or municipal refuse collection.

6.5 Unit Owners' Easements of Enjoyment.

(A) Every Unit Owner shall have a right and easement of enjoyment in and to the Common Elements, except for the Limited Common Elements, which right and easement shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

(i) The right of the Association to adopt reasonable Rules governing the use of the Common Elements;

(ii) The right of the Association to suspend the voting rights of a Unit Owner for any period during which any Assessment against his Unit remains unpaid more than thirty (30) days after its due date and for a period not to exceed sixty (60) days for any other infraction or violation of the Condominium Documents, unless such infraction is continuing in which case such suspension may continue until the infraction is cured;

(iii) The right of the Association to convey the Common Elements or subject the Common Elements to a mortgage, deed of trust, or other security interest, in the manner and subject to the limitations set forth in the Condominium Act, subject to the vote or written assent of those Unit Owners representing at eighty percent (80%) of the votes in the Association, and with the consent of Declarant during the Period of Declarant Control; and, in all events, subject to a Unit Owner's easement for ingress and egress if access to such Owner's Unit is through the Common Elements to be conveyed or mortgaged

(iv) All rights and easements set forth in this Declaration, including, but not limited to, the rights and easements granted to Declarant by Sections 6.6 and 6.7 of this Declaration.

(B) The tenants, guests and invitees of any Member or other person entitled to use the Common Elements pursuant to subsection (A) above may use the Common Elements. The Board of Directors shall have the right to limit the number of guests and invitees who may use the Common Elements at any one time and may restrict the use of the Common Elements by guests and invitees to specific times.

(C) A Unit Owner's right and easement of enjoyment in and to the Common Elements shall not be conveyed, transferred, alienated or encumbered separate and apart from a Unit. Such right and easement of enjoyment in and to the Common Elements shall be deemed to be conveyed, transferred, alienated or encumbered upon the sale of any Unit, notwithstanding that the description in the instrument of conveyance, transfer, alienation or encumbrance may not refer to such right and easement.

(D) The provisions of this section shall not apply to any of the Limited Common Elements that are allocated to one or more, but less than all, of the Units.

6.6 Declarant's Use for Sales and Leasing Purposes.

(A) Declarant shall have the right and an easement to maintain sales or leasing offices, management offices and model Units throughout the Condominium and to maintain one or more advertising, model and directional signs on the Common Elements while Declarant is selling or preparing to sell Units in the Condominium. Declarant reserves the right to place models, management offices and sales and leasing offices in any Units owned by Declarant and on any portion of the Common Elements in such number, of such size and in such locations as Declarant deems appropriate.

(B) Declarant may from time to time relocate model Units, management offices and sales and leasing offices to different locations within the Condominium, including on the Common Elements or within any Unit owned by Declarant. Upon the relocation of a model Unit, management, business, sales or leasing office constituting a Common Element, Declarant may remove all personal property and fixtures therefrom.

(C) So long as Declarant is marketing Units in the Condominium, Declarant shall have the right to reserve parking spaces in the Condominium not allocated as Limited Common Elements or otherwise assigned to particular Units for use by prospective Unit Purchasers, Declarant's employees and others engaged in sales, leasing, maintenance, construction or management activities.

(D) Declarant reserves the right to retain all personal property and equipment used in the sales, management, construction and maintenance of the Condominium that has not been represented as property of the Association. Declarant reserves the right to remove from the Condominium any and all goods and Improvements used in development, marketing and construction, whether or not they have become fixtures.

6.7 Declarant's Easements.

(A) Declarant shall have the right, and an easement on and over the Common Elements, to alter or improve the Common Elements and the Units shown on the Plat and all other Improvements as Declarant may deem necessary and to use the Common Elements and any Units owned by Declarant for construction or renovation-related purposes, including for the storage of tools, machinery, equipment, building materials, appliances, supplies and fixtures and for the performance of work respecting the Condominium.

(B) Declarant shall have the right and an easement on, over and under the Common Elements for the purpose of maintaining and collecting drainage of surface, roof or storm water. The easement created by this subsection expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil or to take any other action reasonably necessary.

(C) Declarant shall have the right and an easement on, over, and through the Common Elements as may be reasonably necessary for the purpose of discharging its obligations and exercising Special Declarant Rights whether arising under the Condominium Act or reserved in this Declaration.

6.8 Easement for Support. To the extent necessary, each Unit shall have an easement for structural support over every other Unit, the Common Elements and the Limited Common Elements, and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit, the Common Elements and the Limited Common Elements.

6.9 Common Elements Easement in Favor of the Association. The Common Elements shall be subject to an easement in favor of the Association, its Board and officers and the agents, employees and independent contractors of the Association for the purpose of the inspection, upkeep, maintenance, repair and replacement of the Common Elements.

6.10 Common Elements Easement in Favor of Unit Owners. The Common Elements shall be subject to the following easements in favor of the Units benefited:

(A) For the installation, repair, maintenance, use, removal or replacement of pipes, ducts, heating and air conditioning systems, electrical, telephone and other communication wiring and cables and all other utility lines and conduits which are a part of or serve any Unit and which pass across or through a portion of the Common Elements.

(B) For the performance of the Unit Owner's right to construct Improvements and; Unit Owner's obligation to maintain, repair, replace and restore those portions of the Limited Common Elements that the Unit Owner is obligated to maintain under Section 8.2 of this Declaration.

6.11 Units and Limited Common Elements Easement in Favor of Association. The Units and the Limited Common Elements are hereby made subject to the following easements in favor of the Association and its directors, officers, agents, employees and independent contractors:

(A) For inspection of the exterior of the Units and Limited Common Elements in order to verify the performance by Unit Owners of all items of maintenance and repair for which they are responsible.

(B) For inspection, maintenance, repair and replacement of the Common Elements or the Limited Common Elements situated in or accessible from the exterior of Units or Limited Common Elements.

(C) For correction of emergency conditions in one or more Units or Limited Common Elements or casualties to the Common Elements, the Limited Common Elements or the Units.

(D) For the purpose of enabling the Association, the Board of Directors or any committees appointed by the Board of Directors to exercise and discharge their respective rights, powers and duties under the Condominium Documents.

(E) For inspection, at reasonable times and upon reasonable notice to the Unit Owner, of the Units and the Limited Common Elements to verify that the provisions of the Condominium Documents are being complied with by the Unit Owners, their guests, tenants, invitees and the other occupants of the Unit.

6.12 Easement for Unintended Encroachments. To the extent that any Unit or Common Element encroaches on any other Unit or Common Element as a result of original construction, alteration or restoration authorized by this Declaration, settling or shifting, or any reason other than the intentional encroachment on the Common Elements or any Unit by a Unit Owner, a valid easement for the encroachment, and for the maintenance thereof, exists.

ARTICLE VII

USE AND OCCUPANCY RESTRICTIONS

7.1 Plat Notes. In addition to the use restrictions contained herein, the Property is subject to any restrictions and limitations set forth in the Plat.

7.2 Improvements and Alterations.

(A) Any Unit Owner may construct and/or make additions, alterations and Improvements within such Unit Owner's Unit without the prior written approval of the Board of Directors, but such Unit Owner shall, to the extent permitted under Arizona law, be responsible for any damage to other Units, the Limited Common Elements and the Common Elements which results from any such alterations, additions or Improvements. Notwithstanding the foregoing, no construction, addition, alteration or Improvement within a Unit or within any Limited Common Element allocated to the exclusive use of a Unit which would be visible from the exterior of the Unit, including a change to the exterior color scheme, shall be made without the prior written approval of the Board of Directors, which approval shall only be granted if the Board of Directors affirmatively finds that the proposed construction, addition, alteration or Improvement is aesthetically pleasing and in harmony with the surrounding Improvements.

(B) No excavation or grading work shall be performed on any Unit without the prior written approval of the Board of Directors.

(C) Any Unit Owner who is required to obtain approval of the Board of Directors for the construction, installation, addition, alteration, repair, change or replacement of any Improvement shall submit to the Board of Directors (i) a written request for approval specifying in detail the nature and extent of the construction, addition, alteration, repair, change or other work which the Unit Owner desires to perform, including the distance of such work from neighboring properties, if applicable; (ii) plans and specifications, if applicable; (iii) any other information which the Board of Directors may request; and (iv) any fee payable pursuant to Subsection 7.2(F) of this Declaration. If the Board of Directors fails to approve or disapprove an application for approval within sixty (60) days after the submittal of the completed application and all supporting information, plans and specifications requested by the Board of Directors have been submitted to the Board of Directors, approval will not be required and this section will be deemed to have been complied with by the Unit Owner who had requested approval of such plans. The approval by the Board of Directors of any construction, installation, addition, alteration, repair, change or other work pursuant to this section shall not be deemed a waiver of the Board of Director's right to withhold approval of any similar construction, installation, addition, alteration, repair, change or other work subsequently submitted for approval.

(D) Upon receipt of approval from the Board of Directors for any construction, installation, addition, alteration, repair, change or other work, the Unit Owner who had requested such approval shall proceed to perform, construct or make the addition, alteration, repair, change or other work approved by the Board of Directors as soon as practicable and shall diligently pursue such work so that it is completed as soon as reasonably practicable and within such time as may be prescribed by the Board of Directors.

(E) Any change, deletion or addition to the plans and specifications approved by the Board of Directors must be approved in writing by the Board of Directors.

(F) The Board of Directors shall have the right to charge a fee not to exceed the sum of one-hundred dollars (\$100.00) for reviewing requests for approval of any construction, installation, alteration, addition, repair, change or other work pursuant to this Section 7.2, which fee shall be payable at the time the application for approval is submitted to the Board of Directors.

(G) All Improvements constructed within and on Units shall be of new construction, and no buildings or other structures shall be removed from other locations on to any Unit.

(H) The approval by the Board of Directors of any construction, installation, addition, alteration, repair, change or other work pursuant to this Section 7.2 shall not be deemed a warranty or representation by the Board of Directors as to the quality of such construction, installation, addition, alteration, repair, change or other work or that such construction, installation, addition, alteration, repair, change or other work conforms to any applicable building codes or other federal, state or local law, statute, ordinance, rule or regulation.

(I) The provisions of this section do not apply to, and approval of the Board of Directors shall not be required for, the construction, erection, installation, addition, alteration, repair, change or replacement of any Improvements made by, or on behalf of, the Declarant.

(J) The approval required of the Board of Directors pursuant to this Section 7.2 shall be in addition to, and not in lieu of, any approvals or permits which may be required under any federal, state or local law, statute, ordinance, rule or regulation.

7.3 No Partition and Subdivision. No Unit shall be partitioned or subdivided, except by the Declarant.

7.4 Trash Containers and Collection. No garbage or trash shall be placed or kept on the Condominium except in covered containers of a type, size and style which are approved by the Board of Directors. The Board of Directors shall have the right to subscribe to a trash service for the use and benefit of the Association and all Unit Owners, and to adopt and promulgate rules and regulations regarding garbage, trash, trash containers and collection. The Board of Directors shall have the right to require all Unit Owners to place trash and garbage in containers located in areas designated by the Board of Directors. No incinerators shall be kept or maintained in any Unit.

7.5 Machinery and Equipment. No Unit Owner may place, operate or maintain machinery or equipment of any kind upon the Condominium other than usual and customary machinery and equipment used in connection with the Unit Owner's permitted uses of his Unit and Limited Common Elements. This section shall not apply to any such machinery or equipment which Declarant or the Association may require for the construction, improvement, operation and maintenance of the Common Elements.

7.6 Diseases and Insects. No Unit Owner shall permit anything or condition to exist upon the Condominium which could induce, breed or harbor infectious diseases (plant or

otherwise) or noxious insects. Each Unit Owner shall perform such pest control activities as may be necessary to prevent insects, rodents and other pests from being present in the Unit.

7.7 Environmental Restrictions. All Unit Owners shall be responsible for complying with all federal and state environmental and health laws. Without limiting the foregoing, no Unit Owner or occupant may dispose of, transport, or store "hazardous materials" in his Unit or elsewhere in the Condominium other than small amounts of ordinary household non-combustible cleaning agents maintained in the Unit or Limited Common Element storage areas and in no event may any Unit Owner or occupant dispose of any hazardous materials, including without limitation, motor oil, hydrocarbons, or other petroleum products, in or down a dry well on or adjacent to the Condominium, or in trash receptacles located within the Condominium.

7.8 Parking Spaces and Vehicles. No RVs, travel trailers, boat trailers, or trailers of any kind are allowed in the Condominium. No parking is allowed in the Condominium except in parking spaces shown on the Plat or designated by the Board of Directors. No parking spaces in the Condominium may be used for storage or for any purpose other than the parking of standard size or smaller cars, trucks and sport utility vehicles ("Vehicles"). Unit Owners or other lawful occupants of a Unit must park their Vehicles in an available assigned parking space before parking any excess or extra Vehicles in any unassigned parking space and in no event may any Unit Owner or other lawful occupant or their guests and invitees park in an assigned parking space other than the one specifically assigned to their Unit.

7.9 Motor Vehicle Repair and Towing of Vehicles. Other than temporary emergency repairs, no Vehicle shall be constructed, reconstructed, serviced or repaired, and no inoperable Vehicle may be stored on any portion of the Condominium. The Board of Directors shall have the right to have any Vehicle parked, kept, maintained, constructed, reconstructed or repaired in violation of the Condominium Documents towed away at the sole cost and expense of the owner of the vehicle or equipment. Any expense incurred by the Association in connection with the towing of any vehicle or equipment shall be paid to the Association upon demand by the owner of the vehicle or equipment. If the vehicle or equipment is owned by an Owner, any amounts payable to the Association shall be secured by the Assessment Lien, and the Association may enforce collection of suit amounts in the same manner provided for in this Declaration for the collection of Assessments.

7.10 Signs. Other than a Unit Owner name and address identification sign not exceeding 6 x 12 inches in size on or adjacent to the door of a Unit, no emblem, logo, sign or billboard of any kind shall be displayed so that it is visible from the exterior of any Unit or any other portion of the Condominium without the prior written approval of the Board; except for: (i) signs used by Declarant to advertise the Units for sale or lease; (ii) signs on the Common Elements as may be placed or approved by Declarant during the Period of Declarant Control, or by the Board, thereafter; (iii) any signs as may be required by legal proceedings; (iv) one for sale or for lease sign whose face does not to exceed 18" x 24" in size for any one Unit; and (v) any signs as are approved by the Board.

The foregoing restrictions shall be subject to such limitations and privileges as are established at law, including for the placement of political signs and signs pertaining to candidates for political office or to other such protected matters.

7.11 Lawful Use. No immoral, improper, offensive, or unlawful use shall be made of any part of the Condominium. All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction over the Condominium shall be observed. Any violation of such laws, zoning ordinances or regulations shall be a violation of this Declaration.

7.12 Nuisances and Offensive Activity. No nuisance shall be permitted to exist or operate upon the Condominium, and no activity shall be conducted upon the Condominium which is offensive or detrimental to any portion of the Condominium or any Unit Owner or other occupant of the Condominium. No exterior speakers, horns, whistles, bells or other sound devices, except security or other emergency devices used exclusively for security or emergency purposes, shall be located, used or placed on the Condominium.

7.13 Noise Reduction. Any improvement, equipment, or activity which may create noise impacts discernable from within any Unit (other than those related to Declarant's activities within the Condominium) may be subject to certain noise reduction requirements and guidelines set forth in any Rules adopted by the Association from time to time. All Owners, Lessees, and Occupants shall take all reasonable precautions to lower noise transference between Units and to abide by the Rules of the Association and any applicable noise reduction ordinance.

7.14 Window Coverings. No reflective materials, including, without limitation, aluminum foil, reflective screens or glass, films, mirrors or similar items, shall be installed or placed upon the outside or inside of any windows of a Unit without the prior written approval of the Board. No enclosures, drapes, blinds, shades, screens or other items affecting the exterior appearance of a Unit or any Limited Common Elements allocated to a Unit shall be constructed or installed in any Unit or Limited Common Element without the prior written approval of the Board, unless the items so installed are substantially identical in color, texture and size as previously approved and installed window coverings being so replaced.

7.15 Savings Clause. The provisions of this Declaration shall be construed to be consistent with law, and should any provision violate law and be unenforceable as a result thereof, then applicable law shall govern. Without limitation, no provision hereof shall prohibit the placement of the American Flag or the parking of public service vehicles as permitted by law, subject to rules and regulations of the Association not in conflict with such laws.

7.16 Variances. The Board may, at its sole discretion, grant variances from the restrictions set forth in this Article VII if the Board determines:

(A) Either that (i) a particular restriction would create a substantial hardship or burden on an Owner or occupant and that such hardship is not attributable to the Unit Owner's or occupant's acts; (ii) a change of circumstances has rendered the particular restriction obsolete; or (iii) other circumstances warrant a variance in the Board's sole and absolute discretion; and

(B) The activity permitted under the requested variance will not have a substantially adverse effect on other Owners and occupants.

ARTICLE VIII

MAINTENANCE AND REPAIR OF COMMON ELEMENTS AND UNITS

8.1 Duties of the Association. The Association shall maintain, repair and make necessary improvements to all Common Elements, except for the specific portions of the Limited Common Elements which the Unit Owners are obligated to maintain pursuant to Section 8.2 of this Declaration. Without limitation, the Association shall be responsible for maintaining all portions of the parking areas, mailboxes, fountains, planters, the private streets and drives, sidewalks, landscaping, irrigation systems, private drainage areas, those portions of water distribution and wastewater service lines that serve each Unit and located outside the Unit boundary (including each solid separation tank), lighting and light fixtures in the Common Elements, and recreational areas. The Board shall be the sole and absolute judge as to the appropriate maintenance of the Common Elements and the Condominium. The Association shall not transfer or assign its duty to maintain wastewater service lines and/or a solid separation tank without the expressed approval of the Little Colorado Sanitary District.

8.2 Duties of Unit Owners.

(A) Each Unit Owner shall maintain, repair, replace and restore, at his own expense, all portions of his Unit and all Improvements thereon (including, without limitation, all portions of the structure and appurtenances thereto), subject to the Condominium Documents.

(B) Each Unit Owner shall be responsible for the maintenance and repair of the Limited Common Elements allocated to his Unit pursuant to this Declaration, including, without limitation: periodic painting and maintenance of the concrete slabs or finished flooring of, the deck, patio and balcony; and maintenance, repair and replacement of all doors and windows of the Unit, the air conditioning unit (including compressors and condensers), and heater and hot water heater servicing the Unit. No Unit Owner may paint or change the exterior color scheme or surfacing materials of his Unit, garage, carport, patio or balcony or any portion of the Limited Common Elements allocated to his Unit visible from the Common Elements or any other Unit without the prior written consent of the Board.

(C) Each Unit Owner shall take all necessary action to keep the Limited Common Elements which he is obligated to maintain under this Section 8.2 clean and free from unsightly accumulations of trash, furniture in weathered or poor condition, and litter. No Unit Owner shall allow a parking space to be used for storage or for the accumulation of trash or junk.

8.3 Repair or Restoration Necessitated by Unit Owner. Each Unit Owner shall be liable to the Association, to the extent permitted by Arizona law, for any damage to the Common Elements or the Improvements, or equipment thereon, which results from the negligence or willful misconduct, by act or omission, of the Unit Owner or that Owner's family members, tenants, guests, invitees and pets. The cost to the Association of any such repair, maintenance or replacement required by such act or omission of a Unit Owner shall be paid by the Unit Owner, upon demand, to the Association. The Association may enforce collection of any such amounts in the same manner and to the same extent as provided for in this Declaration for the collection of Assessments.

8.4 Unit Owner's Failure to Maintain. If a Unit Owner fails to maintain in good condition and repair his Unit or any Limited Common Element which he is obligated to maintain under this Declaration and the required maintenance, repair or replacement is not performed within thirty (30) days after written notice has been given to the Unit Owner by the Association, the Association shall have the right, but not the obligation, to perform the required maintenance, repair or replacement. The cost of any such maintenance, repair or replacement shall be assessed against the nonperforming Unit Owner pursuant to Section 10.4(D) of this Declaration.

ARTICLE IX

THE ASSOCIATION; RIGHTS AND DUTIES; MEMBERSHIP

9.1 Rights, Powers and Duties of the Association. No later than the date on which the first Unit is conveyed to a Purchaser, the Association shall be organized as a nonprofit Arizona corporation. The Association shall be the entity through which the Unit Owners shall act. The Association shall have such rights, powers and duties as are prescribed by law and as are set forth in the Condominium Documents together with such rights, powers and duties as may be reasonably necessary to effectuate the objectives and purposes of the Association as set forth in this Declaration and the Condominium Act. The Association shall have the right to finance capital Improvements in the Condominium by encumbering future Assessments if such action is approved by the written consent or affirmative vote of Unit Owners representing more than fifty percent (50%) of the votes in the Association and by Declarant during the Period of Declarant Control. Unless the Condominium Documents or the Condominium Act specifically require a vote of the Members, approvals or actions to be given or taken by the Association shall be valid if given or taken by the Board. The Association has the specific duty to make available to Declarant, Eligible Mortgage Holders, and Unit Owners during normal business hours, current copies of the Condominium Documents and other books, records and financial statements of the Association as may be requested from time to time by such parties. Such requests shall be in writing, and the Association shall have the right to charge for copying expenses and the reasonable cost of postage, shipping or transmission of the information requested.

9.2 Directors and Officers.

(A) During the Period of Declarant Control, Declarant shall have the right to appoint and remove the members of the Board of Directors and the officers of the Association, and such appointed members and officers need not be Unit Owners.

(B) Upon the termination of the Period of Declarant Control, the Unit Owners shall elect the Board of Directors which must consist of at least three (3) members, all of whom must be Unit Owners, or an individual designated by a corporation, partnership or other non-individual Unit Owner. The Board of Directors elected by the Unit Owners shall then elect the officers of the Association.

(C) Declarant may voluntarily surrender his right to appoint and remove the members of the Board of Directors and the officers of the Association before termination of the Period of Declarant Control, and in that event, Declarant may require, for the duration of the Period of Declarant Control, that specified actions of the Association or the Board of Directors,

as described in a recorded instrument executed by Declarant, be approved by Declarant before they become effective.

9.3 Rules. The Board of Directors, from time to time and subject to the provisions of this Declaration and the Condominium Act, may adopt, amend, and repeal rules and regulations. The Rules may, among other things, restrict and govern the use by any Unit Owner, or by any invitee, tenant, occupant, licensee or lessee of such Unit Owner, of any area within the Condominium subject to the Association's jurisdiction and control; provided, however, that the Rules may not unreasonably discriminate among Unit Owners and shall not be inconsistent with the Condominium Act, the applicable federal and state Fair Housing Acts, this Declaration, the Articles or Bylaws. A copy of the Rules, as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Unit Owner and may be recorded.

9.4 Composition of Members. Each Unit Owner shall be a Member of the Association. The membership of the Association at all times shall consist exclusively of all the Unit Owners. Membership in the Association is mandatory and such Membership and the Common Element Interests thereof are appurtenant thereto, and may not be separated from, ownership of the Unit; provided, however, the Common Element Interests of Units from time to time may be modified or changed as expressly permitted in this Declaration and authorized under the Condominium Act. No Owner during his ownership of a Unit shall have the right to relinquish or terminate his membership in the Association.

9.5 Non-Liability of Officials and Indemnification. To the fullest extent permitted by law, neither Declarant, the Board, nor any committees of the Association nor any member thereof, nor any officers, directors or employees of Declarant or of the Association, shall be liable to any Owner or to the Association or any other person for any damage, loss or prejudice suffered or claimed on account of any decision, course of action, act, inaction, omission, error, negligence or the like made in good faith and which Declarant, the Board or such committees or officers reasonably believed to be within the scope of their respective duties or rights.

To the fullest extent permitted by law, Declarant and every director, officer or committee member of the Association and/or of Declarant (to the extent a claim may be brought by reason of Declarant's appointment, removal or control over members of the Board or its control over the Association or any committee thereof) shall be indemnified by the Association. Every other person serving as an employee or direct agent of the Association, or otherwise acting on behalf of, and at the request of, the Association, may, in the discretion of the Board, be indemnified by the Association.

Any such indemnification shall be limited to all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon such person in connection with any proceeding to which he may be a party or in which he may become involved, by reason of his being or having served in such capacity on behalf of the Association (or in the case of Declarant by reason of having appointed, removed, controlled or failed to control members of the Board, or controlled or failed to control the Association), or incurred in any settlement thereof, whether or not he is a director, officer or member of a committee or serving in such other specified capacity at the time such expenses are incurred.

ARTICLE X

ASSESSMENTS

10.1 Creation of the Lien and Personal Obligation to Pay Assessments. Each Owner, by acceptance of a deed to any Unit, whether or not it shall be so expressed in such deed, agrees and is deemed to covenant and agree to pay to the Association: (i) Common Expense Assessments or other charges, (ii) Special Assessments for capital improvements and other valid purposes, and (iii) individual repair and maintenance assessments, such assessments to be established and collected as herein provided. The Common Expense Assessment and Special Assessments and individual Assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Unit and shall be a continuing lien upon the Unit against which each Assessment is made pursuant to A.R.S. § 33-1256.

Delinquent assessments, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Unit Owner of such Unit at the time when the assessment was levied. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them. The sale or transfer of a Unit shall not relieve the prior Owner thereof from personal liability to pay delinquent assessments, plus interest, costs and attorney's fees. Such obligation shall remain the personal obligation of the defaulting Owner. The new Owner, except a First Mortgagee as set forth herein, shall take title to such Unit subject to the lien of the full amount of the delinquent assessment.

10.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Members and their guests, for the improvement and maintenance of the Common Elements and for all purposes set forth in the Articles, Bylaws and this Declaration. The Board of Directors may provide that assessments include a reserve fund for maintenance, repairs and replacement of those elements of the Common Elements and of property and equipment owned by the Association for the common use and enjoyment of the Members.

10.3 Preparation of Budget.

(A) At least sixty (60) days (or soon thereafter as feasible) before the beginning of the first full fiscal year of the Association after the first Unit is conveyed to a Purchaser and each fiscal year thereafter, the Board of Directors shall adopt a budget for the Association containing an estimate of the total amount of funds which the Board of Directors believes will be required during the ensuing fiscal year to pay all Common Expenses including, but not limited to: (i) the amount required to pay the cost of maintenance, management, operation, repair and replacement of the Common Elements and those parts of the Limited Common Elements and the Units, if any, which the Association has the responsibility of maintaining, repairing and replacing; (ii) the cost of wages, materials, insurance premiums, services, supplies and other expenses required for the administration, operation, maintenance and repair of the Condominium; (iii) the amount required to render to the Unit Owners all services required to be rendered by the Association under the Condominium Documents; and (iv) such amounts as are necessary to provide general operating reserves and reserves for contingencies

and replacements. The budget shall separately reflect any Common Expenses to be assessed against less than all of the Units pursuant to subsections (D) and (E) of Section 10.4 and must include an adequate allocation to reserves as part of the Common Expense Assessment.

(B) Within thirty (30) days after the adoption of a budget, the Board of Directors shall send to each Unit Owner a summary of the budget and a statement of the amount of the Common Expense Assessment assessed against the Unit of the Unit Owner in accordance with Section 10.4 of this Declaration. The failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay his allocable share of the Common Expenses as provided in Section 10.4 of this Declaration and each Unit Owner shall continue to pay the Common Expense Assessment against his Unit as established for the previous fiscal year until notice of the Common Expense Assessment for the new fiscal year has been established by the Board of Directors.

(C) The Board of Directors is expressly authorized to adopt and amend budgets for the Association, and no ratification of any budget by the Unit Owners shall be required.

10.4 Common Expense Assessment.

(A) For each fiscal year of the Association commencing with the fiscal year in which the first Unit is conveyed to a Purchaser, the total amount of the estimated Common Expenses set forth in the budget adopted by the Board of Directors (except for the Common Expenses which are to be assessed against less than all of the Units pursuant to subsections (D) and (E) of this section) shall be assessed against each Unit in proportion to the Unit's Common Expense Liability, except that (i) any Common Expense associated with the maintenance, repair or replacement of a Limited Common Element for which the Association has not undertaken maintenance responsibility shall be equally assessed against the Unit(s) to which the Limited Common Element is assigned; and (ii) any Common Expense or portions of a Common Expense benefiting fewer than all of the Units shall be assessed exclusively against the Units benefited. If the Board of Directors determines during any fiscal year that its funds budgeted or available for that fiscal year are, or will, become inadequate to meet all Common Expenses for any reason, including, without limitation, nonpayment of Assessments by Members, it may increase the Common Expense Assessment for that fiscal year and the revised Common Expense Assessment shall commence on the date designated by the Board of Directors.

(B) The Common Expense Assessments shall commence as to all Units sold to Purchasers in the Condominium on the first day of the month following the conveyance of the first Unit to a Purchaser. The first Common Expense Assessment shall be adjusted according to the number of months remaining in the fiscal year of the Association. The Board of Directors may require that the Common Expense Assessments or Special Assessments be paid in installments. Unless otherwise directed by the Board, Common Expense Assessments shall be paid in monthly installments and shall be due and payable on the first day of each month.

(C) Except as otherwise expressly provided for in this Declaration, all Common Expenses, including, but not limited to, Common Expenses associated with the

maintenance, repair and replacement of a Limited Common Element, and reserves for Common Expenses shall be assessed against all of the Units in accordance with subsection (A) of this section.

(D) If any Common Expense is caused by the negligence or willful conduct, whether by act or omission, of any Unit Owner, the Association shall assess that Common Expense exclusively against that Unit.

(E) Assessments to pay a judgment against the Association may be made only against the Units in the Condominium at the time the judgment was entered, in proportion to their Common Expense Liability.

10.5 Special Assessments. In addition to Common Expense Assessments, the Association may levy, in any fiscal year of the Association, a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement of the Common Elements, including fixtures and personal property related thereto, or for any other lawful Association purpose, provided that any Special Assessment shall have first been approved by Unit Owners representing two-thirds (2/3) of the votes in the Association and who are voting in person or by absentee ballot at a meeting duly called for such purpose, and approved by Declarant during the Period of Declarant Control. Unless otherwise specified by the Board of Directors, Special Assessments shall be due thirty (30) days after they are levied by the Association and notice of the Special Assessment is given to the Unit Owners.

10.6 Notice and Quorum for Any Action Authorized Under Section 10.5. Written notice of any meeting called for the purpose of obtaining the consent of the Members for any action for which the consent of Members is required under Section 10.5 shall be sent to all Members not less than thirty (30) days nor more than fifty (50) days in advance of the meeting. The presence of Members or of proxies entitled to cast fifty percent (50%) of all the votes in the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than fifty (50) days following the preceding meeting.

10.7 Fines and Penalties.

(A) If any Unit Owner, his or her family, or any licensee, invitee, tenant or lessee violates the provisions hereof or other rules of the Association, the Board after providing the Unit Owner with notice of the violation and an opportunity for a hearing as required by law, may levy a fine upon the Unit Owner, may suspend the violator's right to use the Common Elements and may charge such Owner all costs incurred by the Association in connection with enforcement or other action taken by the Association, including attorney's fees and costs incurred. Such violation shall also be grounds for the Association, should it wish, to suspend the said rights of the Unit Owner and its family members, guests and invitees.

(B) The Board may establish a procedure for conducting hearings and imposing penalties. Any fines imposed against the Unit Owner which are not paid within fifteen

(15) days of notice of the due date, may be charged to the Unit Owner of the Unit in question, and may be collected as permitted by law.

(C) In no event shall any fine be imposed for a default or violation, other than a failure to pay Assessments, without first affording the Unit Owner notice and an opportunity for hearing.

10.8 Billing and Collection Procedures.

(A) The Board shall have the right to adopt procedures for the purpose of making, billing and collecting the Assessments. The failure of the Association to send a bill to a Unit Owner shall not relieve such Unit Owner of the Unit Owner's liability for an Assessment. It shall be the responsibility of the Unit Owner to inform the Association in writing of a change of address. The Association shall be under no duty to refund any payments received by the Association even if the ownership of a Unit changes during an Assessment Period. Any successor Unit Owner shall be given credit for any non-refunded prepayments made by a prior Unit Owner.

10.9 Collection Costs and Interest on Delinquent Amounts.

Any delinquent amount shall have added thereto a late charge of the greater of fifteen dollars (\$15.00) or ten percent (10%) of the delinquent amount if such delinquent amount is not paid within fifteen (15) days after the due date. Any delinquent amount shall bear interest from its due date until paid at a rate equal to the greater of twelve percent (12%) per annum, the then prevailing interest rate on loans insured by Bank of America, or such rate as is determined from time to time by the Board. The Unit Owner shall be liable for all costs, including but not limited to demand fees, lien fees, attorneys' fees and collection agency fees, which may be incurred by the Association in collecting any delinquent amount, and such amounts, to the extent permitted by law, shall be deemed a part of the Assessment Lien.

10.10 Subordination of Assessment Lien to Mortgages. The Assessment Lien shall be subordinate to the lien of any First Mortgage. Any First Mortgagee or any other party acquiring title or coming into possession of a Unit through foreclosure of a First Mortgage, purchase at a foreclosure sale or trustee sale, or through any equivalent proceedings, such as, but not limited to, the taking of a deed in lieu of foreclosure, shall acquire title free and clear of any claims for unpaid Assessments, monetary penalties and other charges and fees against the Unit which became payable prior to such sale or transfer. Any delinquent Assessments, monetary penalties and other fees and charges which are extinguished pursuant to this section may be reallocated and assessed to all Units as a Common Expense. Any Assessments, monetary penalties and other fees and charges against the Unit which accrue prior to such sale or transfer shall remain the personal obligation of the defaulting Unit Owner.

10.11 Exemption of Unit Owner. No Unit Owner may exempt himself from liability for payment of Assessments, monetary penalties and other fees and charges levied pursuant to the Condominium Documents by waiver and/or nonuse of any of the Common Elements or by the abandonment of his Unit.

10.12 Certificate of Payment. The Association, or its managing agent, on written request, shall furnish to a lienholder, Unit Owner or Person designated by a Unit Owner, a recordable statement setting forth the amount of unpaid Assessments against his Unit. The statement shall be furnished within twenty (20) business days after receipt of the request and is binding on the Association, the Board of Directors, and every Unit Owner. The Association may charge a reasonable fee in an amount established by the Board of Directors for each such statement. In addition, the Association shall furnish such statements as may be required under A.R.S. § 33-1260 within the time frames set forth therein for compliance.

10.13 No Offsets. All Assessments, monetary penalties and other fees and charges shall be payable in accordance with the provisions of this Declaration, and no offsets against such Assessments, monetary penalties and other fees and charges shall be permitted for any reason, including, without limitation, a claim that the Association is not properly exercising its duties and powers as provided in the Condominium Documents or the Condominium Act.

10.14 Surplus Funds. The Association shall not be obligated to spend in any year all monies received by it in such year, and the Board may carry forward as surplus any balances remaining. The Association shall not be obligated to reduce the amount of the Annual Assessment in the succeeding year if a surplus exists from a prior year. The Association shall be under no obligation to refund any surplus balance, and may transfer surpluses to the reserve account or other account at the Board's discretion.

10.15 Reserves Fund. Upon the closing of the sale of each Unit, each Purchaser shall pay to the Association an amount established by the Board from time to time not to exceed an amount equal to one-fourth (1/4) of the Common Expense Assessment for the Unit for the twelve months following such closing (the "Reserves Fund Contribution") to establish a reserves fund to meet unforeseen expenditures, to purchase any additional equipment or services by or for the Association, or, on a temporary basis, to pay Association expenses such as insurance as they come due in the ordinary course in the event there are not sufficient funds in the Association's general accounts at the time of the due date to pay such expenses; provided, however, that the Board in its discretion shall reimburse the reserves fund for such expenses incurred from Annual Assessments as they are paid by Members. A Reserves Fund Contribution shall continue to be payable upon each subsequent sale of a Unit. Funds paid to the Association pursuant to this Section may be used by the Association for payment of operating expenses or any other purpose permitted under this the Condominium documents. The amounts paid to the Association pursuant to this Section shall be nonrefundable and shall not be considered an advance payment of any Assessments levied by the Association pursuant to this Declaration.

10.16 Administrative Fee. Upon each transfer of title to a Unit, a Purchaser shall pay to the Association, immediately upon becoming the Unit Owner, an Administrative Fee to cover administrative costs of membership transfer in such amount as is established from time to time by the Board, not to exceed the amount permitted under applicable law

ARTICLE XI

INSURANCE

11.1 Scope of Coverage.

(A) Commencing not later than the date of the first conveyance of a Unit to a Purchaser, the Association shall maintain, to the extent reasonably available, the following insurance coverage:

(i) Property insurance on the Common Elements insuring against all risks of direct physical loss commonly insured against, in an amount determined by the Board of Directors; provided, however, that the total amount of insurance shall not be less than one hundred percent (100%) of the current replacement cost of the insured property, exclusive of land, excavations, foundations and other items normally excluded from a master or blanket hazard and multi-peril property insurance policy;

(ii) Comprehensive General Liability insurance, for a limit to be determined by the Board, but not less than \$1,000,000.00 for any single occurrence and \$2,000,000.00 general aggregate. Such insurance shall cover all occurrences commonly insured against for personal injury, death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements;

(iii) Workmen's compensation insurance to the extent necessary to meet the requirements of the laws of Arizona,

(iv) Directors' and officers' liability insurance covering all the directors and officers of the Association in such limits as the Board of Directors may determine from time to time;

(v) Blanket fidelity bonds for all officers, directors and employees of the Association and all other persons handling, or responsible for, funds of or administered by the Association; and

(vi) Such other insurance as the Association shall determine from time to time to be appropriate to protect the Association, the members of the Board of Directors, and/or the Unit Owners.

(B) The insurance policies purchased by the Association shall, to the extent reasonably available, contain the following provisions:

(i) Each Unit Owner shall be an insured under the policy with respect to liability arising out of his ownership of an undivided interest in the Common Elements or his membership in the Association.

(ii) There shall be no subrogation with respect to the Association, its agents, servants, its Board of Directors or officers thereof, and/or employees against Unit Owners and members of their household.

(iii) No act or omission by any Unit Owner, unless acting within the scope of his authority on behalf of the Association, shall void the policy or be a condition to recovery on the policy.

(iv) The coverage afforded by such policy shall be primary and shall not be brought into contribution or proration with any insurance which may be purchased by Unit Owners or their mortgagees or beneficiaries under deeds of trust.

(v) A "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or other Unit Owners.

(vi) The Association shall be the insured for use and benefit of the individual Unit Owners (designated by name if required by the insurer).

(vii) For policies of hazard insurance, a standard mortgagee clause providing that the insurance carrier shall notify the Association and each First Mortgagee named in the policy at least ten (10) days in advance of the effective date of any substantial change in coverage or cancellation of the policy.

(viii) Any insurance trust agreement will be recognized by the insurer.

(ix) Such coverage shall not be contingent upon action by the insurance carrier's board of directors, policyholders or members or permit claims for contribution or assessments to be made against Unit Owners or their Mortgagees, including Eligible Mortgage Holders.

(x) "Agreed Amount," and "Building Ordinance or Law" endorsements, except where expressly not applicable or not available.

11.2 Payment of Premiums. Premiums for all insurance obtained by the Association pursuant to this Article and all deductibles thereunder shall be Common Expenses and shall be paid for by the Association.

11.3 Insurance Required to be Obtained by Unit Owners. Each Unit Owner shall maintain property insurance such Unit Owner's Unit insuring against all risks of direct physical loss commonly insured against; provided, however, that the total amount of insurance shall not be less than one hundred percent (100%) of the current replacement cost of the insured property, exclusive of land, excavations, foundations and other items normally excluded from a master or blanket hazard and multi-peril property insurance policy. The issuance of insurance policies to the Association pursuant to this Article shall not prevent a Unit Owner from obtaining additional or other insurance for his own benefit and at his own expense covering his Unit, his personal property and providing personal liability coverage.

11.4 Non-Liability of Association. Notwithstanding the obligation of the Association to obtain insurance coverage as stated in this Declaration, neither Declarant nor the Association, or their respective officers, directors, employees and agents, shall be liable to any Unit Owner or any other party if any risks or hazards are not covered by the insurance to be maintained by the

Association or if the amount of the insurance is not adequate, and it shall be the responsibility of each Unit Owner to ascertain the coverage and protection afforded by the Association's insurance and to procure and pay for any additional insurance coverage and protection that the Unit Owner may desire.

11.5 Payment of Insurance Proceeds. Any loss covered by property insurance obtained by the Association in accordance with this Article shall be adjusted with the Association and the insurance proceeds shall be payable to the Association and not to any mortgagee or beneficiary under a deed of trust. The Association shall hold any insurance proceeds in trust for Unit Owners and lienholders as their interests may appear, and the proceeds shall be disbursed and applied as provided for in § 33-1253 of the Condominium Act.

11.6 Certificate of Insurance. An insurer that has issued an insurance policy pursuant to this Article of the Declaration shall issue certificates or memoranda of insurance to the Association and, on written request, to any Unit Owner, mortgagee, or beneficiary under a deed of trust. The insurer issuing the policy shall not cancel nor refuse to renew it until thirty (30) days after notice of the proposed cancellation or nonrenewal has been mailed to the Association, each Unit Owner, and each mortgagee or beneficiary under a deed of trust to whom a certificate or memorandum of insurance has been issued at their respective last known address.

ARTICLE XII

EMINENT DOMAIN

In the event that a Unit, Units, the Common Elements, or any portion thereof is acquired by eminent domain, the provisions of the Condominium Act shall govern and control. To the extent not inconsistent therewith, in the event proceedings are initiated by any government or agency thereof, seeking to take by eminent domain the Common Elements, any part thereof or any interest therein, any improvement thereon, or any interest therein, with a value (including loss of value to the balance of the Common Elements and improvements thereof), as reasonably determined by the Association in excess of Ten Thousand Dollars (\$10,000), the Association shall give prompt notice thereof, including a description of the part of or interest in the Common Elements or improvement thereon sought to be so condemned, to all First Mortgagees of Units, all Members, and to Declarant. The Association shall have full power and authority to defend in said proceedings, and to represent the Unit Owners in any negotiations, settlements, and agreements with a condemning authority for acquisition of the Common Elements or part thereof, but the Association shall not enter into any such proceedings, settlement, or agreements, pursuant to which the Common Elements or any part thereof or any interest therein, or any improvement thereon or any part thereof or interest therein is relinquished, without giving all First Mortgagees of Units, all Members, and Declarant at least fifteen (15) days' prior written notice thereof.

In the event, following such proceedings, there is such a taking in condemnation or by eminent domain of a part or all of the Common Elements, the award made for such taking, shall be applied by the Association to such repair and restoration. If the full amount of such award is not expended to repair and restore the Common Elements, the Association shall disburse the net proceeds of such award to the Unit Owners, each Unit Owner to receive one (1) equal share,

except that any portion of the award attributable to the acquisition of a Limited Common Element shall be equally divided among the Unit Owners to which the Limited Common Element was allocated at the time of the acquisition, and provided that the Association shall first pay out of the share of each Unit Owner the amount of any unpaid liens or encumbrances on his Unit in the order of the priority of such liens or encumbrances. No provision of this Declaration or of any other document relating to the Properties shall be deemed to give a Unit Owner or any other party priority over the rights of a First Mortgagee pursuant to a First Mortgage in the case of a distribution to an owner of insurance proceeds or condemnation award for losses to or taking of Units or Common Elements or any combination thereof.

ARTICLE XIII

DISPUTE RESOLUTION

12.1 Agreement To Avoid Litigation. Declarant, the Association, its officers, directors, and committee members, all Persons subject to this Declaration, and any Person not otherwise subject hereto who agrees to submit to this Article (collectively, "Bound Parties") agree to encourage the amicable resolution of disputes within CK Cabins Condominium to which Declarant or the Association is a party, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees that those claims, grievances, or disputes arising out of or relating to the interpretation, application or enforcement of the Governing Documents, or the rights, obligations and duties of any Bound Party under the Governing Documents ("Dispute") other than those described in Section 13.2(A) below shall be submitted to the dispute resolution procedures set forth in this Article XIII.

12.2 Alternative Dispute Resolution.

(A) Except as set forth in this Article XIII, All Disputes shall be subject to arbitration in accordance with this Section 13.2. This Section will apply to any Disputes regardless of whether it involves theories based upon contract, tort, statute or other legal theory, but shall exclude the following Disputes, which shall not be subject to the resolution pursuant to the provisions of Article XIII:

(i) any proceedings initiated by the Association to collect unpaid assessments, fees or other amounts;

(ii) any proceedings initiated by the Association or the Declarant to enforce the use and occupancy restrictions in the Condominium Documents, the architectural, design and landscape controls and the obligations regarding maintenance of Units set forth in this Declaration;

(iii) any proceedings initiated by the Association or the Declarant to enforce the Condominium Documents or the Rules;

(iv) any proceedings initiated by the Association to enforce a contract entered into by the Association with vendors providing services or materials to the Association;

(v) any suit by Declarant or the Association to obtain a temporary restraining order or injunction (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve Declarant's or the Association's ability to act under and enforce rules under any applicable covenants; or

(vi) any suit which otherwise would be barred by any applicable statute of limitations.

(B) Any person wishing to pursue resolution of, or a remedy for, a Dispute (the "Claimant"), must give written notice of the Dispute to the Person or Persons believed to be responsible for the circumstances causing the Dispute, or believed to be responsible for remedying those circumstances (in either case, the "Respondent"). The notice must set forth in reasonable detail the circumstances alleged to give rise to the Dispute and the remedy or other action sought by the Claimant.

(C) Following delivery of such a notice, the Respondent shall be afforded a reasonable opportunity to meet with or otherwise communicate with the Claimant for a discussion of the circumstances giving rise to the Dispute and possible resolution of the Dispute and an examination of any physical conditions or written instruments giving rise to the Dispute.

(D) If the Dispute is not resolved to the satisfaction of the Claimant and the Respondent by negotiation within 30 days following delivery of the original notice by the Claimant and the Claimant wishes to pursue the Dispute further, the Claimant shall have 180 days following delivery of the original notice by the Claimant to submit the Dispute to final and binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as modified or as otherwise provided in this Section 13.2. If the Claimant does not submit the Dispute to arbitration within 180 days delivery of the original notice by the Claimant, the Claimant shall be deemed to have waived any claims related to the Dispute, and all other parties to the Dispute shall be released and discharged from any and all liability to the Claimant on account of the Dispute; provided, nothing herein shall release or discharge any party from any liability to persons who are not a party to the proceedings. An arbitration pursuant to this Section 13.2 shall not be combined with any other arbitration without the consent of all parties to this arbitration.

(E) The parties to the Dispute shall cooperate in good faith to ensure that all necessary and appropriate parties are included in the arbitration proceeding. No person shall be required to participate in the arbitration proceeding if (i) all parties against whom the person would have necessary or permissive cross-claims or counterclaims (a "Necessary Party") are not or cannot be joined in the arbitration proceedings, or (ii) the enforcement of this Section 13.2 would materially impair insurance coverage for the person that would have otherwise provided the person protection with respect to the Dispute. If any party to an arbitration determines in good faith that it cannot join a Necessary Party in the arbitration or that its insurance coverage applicable to the Dispute would be materially impaired, the party may elect not to participate in the arbitration and allow any claims against it to be determined by other legal proceedings. If a party makes such an election, it must give written notice of its election to all other parties in the arbitration. Within 10 days following receipt of such a notice, any other party to the arbitration

that would (or reasonably might) be adversely affected by the absence of the party that elected not to participate may likewise elect not to participate in the arbitration by giving written notice to all other remaining parties. If any party wishes to contest whether a party electing not to participate in the arbitration is entitled to make that election, it shall commence a legal action seeking a judicial determination of the validity of the election and arbitration proceedings will be stayed until that issue is finally determined judicially. Any such judicial proceeding to determine the validity of an election not to participate in arbitration shall deal only with that issue and shall not be used for a determination of the issues being decided in the arbitration.

(F) Any arbitration proceedings shall be held in the Phoenix, Arizona metropolitan area, unless otherwise agreed by the parties and the arbitrator.

(G) A single arbitrator shall be selected. The arbitrator shall have served as a judge of the Arizona Superior Court, the Arizona Court of Appeals, or the Arizona Supreme Court, by appointment of the Governor or by county election. The arbitrator shall be neutral and impartial and shall not have any relationship to the parties or interest in the Properties. The parties to the Dispute shall meet to select the arbitrator within 10 days after the Dispute is submitted to final and binding arbitration pursuant to this Section 13.2. If an arbitrator resigns or becomes unwilling or unable to continue to serve as an arbitrator for the subject Dispute, a replacement shall be selected in accordance with this Section 13.2.

(H) The arbitrator shall promptly commence the arbitration proceeding at the earliest convenient date in light of all of the facts and circumstances and shall conduct the proceeding without undue delay. The arbitrator may require one or more pre-hearing conferences.

(I) The parties to the Dispute shall be entitled to limited discovery only, consisting of the exchange between the parties of the following matters: (i) witness lists; (ii) expert witness designations; (iii) expert witness reports; (iv) exhibits; (v) reports of testing or inspections of any property subject to the Dispute; and (vi) trial briefs. Any other discovery shall be permitted by the arbitrator upon a showing of good cause or based on the mutual agreement of the parties to the Dispute. The arbitrator shall oversee discovery and may enforce all discovery orders in the same manner as any trial court judge.

(J) The arbitrator shall have the power to hear and dispose of motions, including motions to dismiss, motions for judgment on the pleadings, and summary judgment motions, in the same manner as a trial court judge, except the arbitrator shall also have the power to adjudicate summary issues of fact or law including the availability of remedies, whether or not the issue adjudicated could dispose of an entire cause of action or defense.

(K) THE DECISION AND AWARD WILL BE MADE BY THE ARBITRATOR WITHOUT A COURT TRIAL AND WITHOUT A JURY. Each party to the arbitration WAIVES THE RIGHT TO HAVE THE DISPUTE RESOLVED BY A JURY OR BY A COURT and agrees to accept the award of the arbitrator as final. The arbitrator shall decide all issues in the Dispute by strictly applying Arizona law, and this Section 13.2. Subject to the limitations imposed in this Section 13.2, the arbitrator shall have the authority to try all issues, whether of fact or law. The arbitrator shall render a final decision in writing no later than 60 days following the conclusion of the arbitration proceedings, or such longer period as the parties

to the Dispute mutually agree in writing. The arbitrator's award may be enforced as provided for in the Uniform Arbitration Act, A.R.S. §12-1501, et seq., or such similar law governing enforcement of awards in a trial court as is applicable in the jurisdiction in which the arbitration is held if not Arizona.

(L) Notwithstanding contrary provisions of the commercial arbitration rules or any other provision of this Section 13.2, the arbitrator in any proceeding shall not have the power to award punitive or consequential damages; however, the arbitrator shall have the power to grant all other legal and equitable remedies and award compensatory damages if applicable.

(M) Each party to the Dispute shall bear all of its own costs incurred prior to and during the arbitration proceedings, including the fees and costs of its attorneys or other representatives, discovery costs, and expenses of witnesses produced by the party. Each party to the Dispute shall share equally all charges of the arbitrator unless otherwise agreed to by the parties.

(N) If the parties to a Dispute resolve the Dispute through negotiation, and any party thereafter fails to abide by the terms of the agreed resolution, or if an arbitration award is made in accordance with this Section 13.2 and any party to the Dispute thereafter fails to comply with award, then the other party to the Dispute may file suit or initiate administrative proceedings to enforce the agreed or awarded terms without the need to again comply with the procedures set forth in this Section 13.2. In that event, the party taking action to enforce the terms of the award shall be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties pro rata), all expenses reasonably incurred to enforce the agreed or awarded terms including attorneys' fees, witness fees, costs and all litigation-related expenses.

(O) All papers, documents, briefs, written communication, testimony transcripts as well as any and all arbitration decisions shall be confidential and not disclosed to anyone other than the arbitrator, the parties to the Dispute, the attorneys of the parties to the Dispute and expert witness (where applicable to their testimony), except to the extent any disclosure is required by applicable laws or order of any court, or except with the prior written consent of all parties to the Dispute, confidential information may be disclosed to third parties. Prior to disclosure, all third parties must agree in writing to keep such information confidential.

(P) Nothing in this Section shall be considered to toll, stay, reduce, or extend any applicable statute of limitations. All statutes of limitation applicable to claims that are subject to arbitration pursuant to the alternative dispute resolution provisions of this Section shall apply to the commencement of proceedings pursuant to this Section and nothing herein shall be construed to mean that any arbitrator shall have authority to consider Disputes that would otherwise be barred by applicable statutes of limitation.

12.3 Disputes between Owners. In the event of a Dispute between two or more Owners not covered by the dispute resolution provisions of Section 13.2, the Owners are hereby strongly encouraged (but not required) to employ the dispute resolution procedures set forth above for resolution of the Dispute. The Association Board may offer such mediation, conciliation and other services as may be desired by the affected Owners to assist with resolution of the Dispute, but shall have no power or authority to make binding decisions regarding the

matter in issue between the Owners. The preceding sentence shall in no way be construed as limiting power or authority the Association Board might otherwise have to enforce and construe the provisions of this Declaration for the Association's own purposes.

12.4 Amendments. Prior to the expiration of the Period of Declarant Control, the provisions of this Article may not be amended without the written approval of Declarant.

ARTICLE IV

GENERAL PROVISIONS

12.5 Enforcement. The Association, or any Unit Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens or charges now or hereafter imposed by the provisions of the Condominium Documents. Failure by the Association or by any Unit Owner to enforce any covenant or restriction contained in the Condominium Documents shall in no event be deemed a waiver of the right to do so thereafter. To the extent this Declaration grants Declarant, the Association or any Unit Owner the right to use summary abatement or similar means to enforce the restrictions set forth in this Declaration, judicial proceedings must be instituted before any items of construction can be altered or demolished. Each Unit Owner shall be subject to all rights and duties assigned to Unit Owners under this Declaration.

12.6 Disclosures and Unit Owner Acknowledgments. By acceptance of a deed for a Unit within the Condominium, each Unit Owner, for itself and its respective tenants, occupants, and guests shall be deemed to have acknowledged, agreed to, and accepted the following:

(A) Declarant was not responsible for the original construction of the Property, and the Property was not originally constructed to be sold as condominium units, but was originally constructed as and has been operated as a commercial resort community. The Condominium and each Unit do not include warranties typical of new construction. Each Unit and the Unit Owner's undivided interest in the Common Elements, is being sold by Declarant "AS IS", without any warranties, expressed or implied, unless specifically agreed to by Declarant in a separate agreement, and any and all implied warranties, are hereby specifically excluded from the sale of the Unit by Declarant and by accepting a deed conveying an interest in a Unit and Common Elements, each Unit Owner expressly waives any such implied warranty.

(B) It is the nature of a condominium that noise may be audible from one unit to the next (and from outside the units) regardless of sound proofing measures that are attempted. Each Unit Owner consents, for itself and its respective tenants, occupants, and guests, to accept the Unit subject to noise and sound impacts from nearby Units, the Common Elements, and other property in the vicinity of the Condominium and to accept responsibility for minimizing noise transmission from the Unit and adhering to any Rules of the Association which are designed to minimize noise transmission. Each Unit Owner acknowledges that there will usually be some audio awareness of one's neighbors, depending upon the situation. Each Unit Owner acknowledges that Declarant has not made any written or oral representation or warranty concerning the sound insulation capabilities of the Units and that in any condominium sound may be audible between Units.

12.7 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

12.8 Termination of Condominium. Subject to the further provisions of this Declaration regarding First Mortgagee notice and consent requirements, the Condominium may be terminated only in the manner provided for in the Condominium Act.

12.9 Amendment.

(A) Except in cases of amendments that may be executed by Declarant in the exercise of a Development Right, or by the Association or certain Unit Owners pursuant to the Condominium Act, the terms hereof may, at any time, be amended by the Association; provided, however, that except as provided elsewhere in this Declaration or in the Condominium Act, any amendments made by the Association shall be approved by at least sixty-seven percent (67%) of the total votes held by Unit Owners and shall be made only by an instrument in writing signed by the President and Secretary of the Association and recorded with the County Recorder of Apache County, Arizona within thirty (30) days after adoption of the amendment. During the Period of Declarant Control, any amendment or attempted revocation hereof shall be approved in writing by Declarant.

(B) An amendment to the Declaration shall not terminate or decrease any unexpired Development Right, Special Declarant Right or Period of Declarant Control unless Declarant approves the amendment in writing

(C) Notwithstanding the above, during the Period of Declarant Control, Declarant shall have the right, without any vote or consent whatsoever, to amend this Declaration of its own volition and to make such changes as Declarant shall in its sole discretion deem proper, including changes to Common Elements.

(D) Except as expressly provided in the Condominium Act and in this Declaration, an amendment to the Declaration shall not create or increase Special Declarant Rights, increase the number of Units or change the boundaries of any Unit, the allocated interest of a Unit, or the use as to which any Unit is restricted, in the absence of unanimous consent of the Unit Owners.

12.10 Remedies Cumulative. Each remedy provided herein is cumulative and not exclusive.

12.11 Notices. All notices, demands, statements or other communications required to be given or served under this Declaration shall be in writing and shall be deemed to have been duly given and served if delivered personally or sent by United States mail, postage prepaid, return receipt requested, addressed as follows: (i) if to a Unit Owner, at the address at which the Unit Owner shall designate in writing and file with the Association or, if no such address is designated, at the address of the Unit of such Unit Owner; or (ii) if to the Association or Declarant, to PO Box 80316, Phoenix, AZ 85060, or such other address as shall be designated by notice in writing to the Unit Owners pursuant to this section. A Unit Owner may change his address on file with the Association for receipt of notices by delivering a written notice of

change of address to the Association pursuant to this section. A notice given by mail, whether regular, certified or registered, shall be deemed to have been received by the person to whom the notice was addressed on the earlier of the date the notice is actually received or three days after the notice is mailed. If a Unit is owned by more than one person, notice to one of the Unit Owners shall constitute notice to all Unit Owners of the same Unit. Each Unit Owner shall file his correct mailing address with the Association and shall promptly notify the Association in writing of any subsequent change of address.

12.12 Binding Effect. By acceptance of a deed or by acquiring any ownership interest in any portion of the Condominium, each Person, for himself his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, easements, rules, and regulations now or hereafter imposed by the Condominium Documents and any amendments thereof. In addition, each such Person by so doing thereby acknowledges that the Condominium Documents set forth a general scheme for the improvement and development of the real property covered thereby and hereby evidences his interest that all the restrictions, conditions, covenants, easements, rules, and regulations contained in the Condominium Documents shall run with the land and be binding on all subsequent and future Unit Owners, grantees, purchasers, assignees, and transferees thereof. Furthermore, each such Person fully understands and acknowledges that the Condominium Documents shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future Unit Owners. Declarant, its successors, assigns and grantees, covenants and agrees that the Units and the membership in the Association and the other rights created by the Condominium Documents shall not be separated or separately conveyed and each shall be deemed to be conveyed or encumbered with its respective Unit even though the description in the instrument of conveyance or encumbrance may refer only to the Unit.

12.13 Notice of Resale. Each Unit Owner must notify the Association, in writing, not less than ten (10) business days prior to the closing of any sale of such Unit Owner's Unit, of the name and address of the purchaser thereof.

12.14 Gender. The singular, wherever used in this Declaration, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions of this Declaration apply to either entities or individuals, or men or women, shall in all cases be assumed as though in each case fully expressed.

12.15 Topic Headings. The marginal or topical headings of the sections contained in this Declaration are for convenience only and do not define, limit or construe the contents of the sections or of this Declaration.

12.16 Survival of Liability. The termination of membership in the Association shall not relieve or release any such former Unit Owner or Member from any liability or obligation incurred under, or in any way connected with, the Association during the period of such ownership or membership, or impair any rights or remedies which the Association may have against such former Owner or Member arising out of, or in any way connected with, such ownership or membership and the covenants and obligations incident thereto.

12.17 Construction. In the event of any discrepancies, inconsistencies or conflicts between the provisions of this Declaration and the Articles, Bylaws, or the Association Rules, the provisions of this Declaration shall prevail.

12.18 Joint and Several Liability. In the case of joint ownership of a Unit, the liabilities and obligations of each of the joint Unit Owners set forth in, or imposed by, the Condominium Documents shall be joint and several.

12.19 Guests and Tenants. Each Unit Owner shall, to the extent permitted by Arizona law, be responsible for compliance by his agents, tenants, guests, invitees, licensees and their respective servants, agents, and employees with the provisions of the Condominium Documents. A Unit Owner's failure to ensure compliance by such persons shall be grounds for the same action available to the Association or any other Unit Owner by reason of such Unit Owner's own noncompliance.

12.20 Attorneys' Fees. In the event Declarant, the Association or any Unit Owner employs an attorney or attorneys to enforce an Assessment Lien or to collect any amounts due from a Unit Owner or to enforce compliance with or recover damages for any violation or noncompliance with the Condominium Documents, the prevailing party in any such action shall be entitled to recover his reasonable attorneys' fees incurred in the action from the other party.

12.21 Number of Days. In computing the number of days for purposes of any provision of the Condominium Documents, all days shall be counted including Saturdays, Sundays and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or holiday.

12.22 Declarant's Disclaimer of Representations. While Declarant has no reason to believe that any of the provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any provisions of this Declaration. Any Unit Owner acquiring a Unit in reliance on one or more of the provisions in this Declaration shall assume all risks of the validity and enforceability thereof and by acquiring the Unit agrees to hold Declarant harmless therefrom.

12.23 No Absolute Liability. No provision of the Condominium Documents shall be interpreted or construed as imposing on Unit Owners absolute liability for damage to the Common Elements or the Units. Unit Owners shall only be responsible for damage to the Common Elements or Units caused by the Unit Owners' negligence or intentional acts, whether by act or omission.

12.24 Original Construction; Ownership. Pursuant to this Declaration, the Property is being converted from single family rental units to the Condominium. According to Apache County records, Jo Almour and/or her related entities and associates, was the original developer, builder and contractor for the Property. The original construction for the buildings on Units 1 - 3, were completed prior to 1995.

A search of the records of the Apache County Recorder indicates that since 1995, the following entities have had ownership interests in the Property: Jo Almour and/or their related entities or associates 1995-2007; Doug Sandahl with Greer Lodge Resorts, LLC and Four Seasons Cabins LLC 2007-current.

12.25 Additional Information. Upon written request to Declarant in the manner provided in the Declaration, Declarant will provide the name and address of any builder, developer, general contractor, subcontractors, architects and engineers who designed or made improvements to the property immediately before the first Unit was sold, and a specific description of all improvements made.

IN WITNESS WHEREOF, Declarant has executed this Declaration on the day and year first above written.

DECLARANT:

FOUR SEASONS CABINS LLC, an Arizona limited liability company

By: _____
Douglas C. Sandahl, Member

STATE OF ARIZONA)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Douglas C. Sandahl, member of Four Seasons Cabins LLC, an Arizona limited liability company, on behalf of the limited liability company.

Notary Public

Four Seasons Condominium Subdivision

FINAL PLAT REQUIREMENTS

No lot proposed to be created through the regular subdivision of a parcel shall be sold or offered for sale until a final plat has been approved by the Planning and Zoning Commission and the Board of Supervisors.

1. X The final plat shall be clearly and legibly drawn in black, waterproof, India ink or an equivalent medium upon heavy duty matte mylar and shall be an original; twenty-four (24) inches by thirty-six (36) inches. A marginal line shall be drawn around each sheet leaving an entirely blank margin of two (2) inches on all sides. A minimum scale of one (1) inch to one hundred feet (1"=100') shall be used on subdivisions of small lots, less than one (1) acre in size) and a minimum scale of one (1) inch to two hundred feet (1"=200') for subdivision where the average lots are one (1) acre or larger, to show all details and enough sheets shall be used to accomplish this end.
2. X The subdivider shall also furnish the Planning and Zoning Commission with one (1) permanently reproducible copy and eighteen (18) prints of the final plat when submitting the tracing.
3. X The final drawings or plats shall contain the following information:
 - A. The subdivision name and the general location of the subdivision.
 - B. A north point and scale on the drawing and the date.
 - C. Accurately drawn boundaries showing the proper bearings and dimensions of all boundary lines of the subdivision, properly tied to public survey monument(s).
 - D. The names, widths, length, bearings and curve data on center lines of proposed public streets, alleys, or easements; also the boundaries, bearings, and dimensions of all portions within the subdivision intended to be dedicated to the use of the public; the line dimensions, bearings and numbers of all lots and blocks are to be numbered or lettered consecutively under a definite system. All proposed streets shall be named or numbered in conformance with the existing system of the area, if any in coordination with the county 911 addressing and road numbering system.
 - E. The locations of all required monuments, with size and material indicated.
 - F. The description and locations of all monuments set and established by the County or the United States Government that are adjacent to or near the proposed subdivision.
4. X The standard forms approved by the Planning and Zoning Commission lettered for the following:
 - A. Description of land to be included in subdivision
 - B. Registered professional Engineer and/or Land Surveyor's "Certificate of Survey"
 - C. Notary Public's acknowledgement
 - D. Planning and Zoning Director's Signature of Approval
 - E. Planning and Zoning Commission's Certificate of Approval
 - F. Clerk of the Board Signature of Approval
 - G. Board of Supervisor's Certificate of Approval

Four Seasons Condominium Subdivision

H. The plat shall show ties by bearing and distance to two (2) section or quarter corner pins to demonstrate a more exact location of the total development.

5. **Digital Submission of Final Plat**
Will be completed prior to submittal to Recorders Office.
6. **Soils Report for Roadways**
There are no roads in this subdivision.
7. **Utilities**
Utilities are currently in place
8. **Dedications**
All shown on plat.
9. **Public Water and Sewer, Required Documentation**
Sewer managed by the Greer Sanitary District. Water will be demonstrated for Public Report.
10. **Signage**
Signage will remain as currently exists.
11. **Guarantee of Performance**
No bond required as there are no public improvements.
12. **Checking fee-** \$500.00 plus \$10.00 per lot, \$10.00 will be charged each additional time checking is necessary.

Final Inspection and Release

At the completion of the work, or not less than sixty (60) days prior to the completion of construction, the County Engineer shall make an inspection of the improvements and shall submit a report to the Board of Supervisors, setting forth the conditions of such facilities.

NOTES:

The Commission recommends that a representative or the Subdivider who is capable of making changes or decisions in the plans being submitted to the Commission shall be present at the meeting for accepting the Final Plat for review.

The developer should submit each stage of the plans to the Planning and Zoning Department at least *twenty-one (21) days* prior to the public hearing date for the Planning and Zoning Commission. Each submittal will be checked for conformity to the

Four Seasons Condominium Subdivision

Subdivision resolution by the Planning Director prior to being reviewed by the Commission.

No lot shall be sold within such subdivision until the final plat thereof has been so approved and recorded, and the required bond or other assurance has been posted with the Clerk of the Board of Supervisors as above. Approval of the final plat by the Planning and Zoning Commission shall not be deemed as the acceptance of the dedication of any street, public way or ground by the County, such dedication shall occur only upon approval by the Board of Supervisors and the recording of the approved plat. In the event that the subdivision lies in the unincorporated area of the County, but within (3) miles of the corporate boundaries of any Municipality, the final plat must show the recommendation of the Municipal Planning and Zoning Commission, if one is organized, and the Town or City Council of the Municipality.

APPROVED BY THE PLANNING AND ZONING COMMISSION
March 31, 2006

AMENDMENTS APPROVED BY THE PLANNING AND ZONING COMMISSION
September 7, 2006

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: Community Development



Date/Signature: January 12, 2015

Describe in detail what you want to say to the Board and what action you want the Board to take:

Consideration and possible approval of a Final Plat for Cattle Kates Condominium Subdivision. Property is located at 80 Main Street, Greer, AZ 102-11-001L

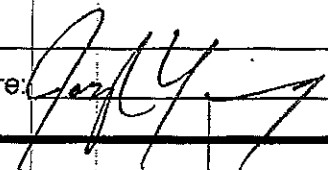
BOS Meeting Date Requested January 20, 2015

PRE-AGENDA ITEM REVIEW

Review Routing /Legal / /Finance / /Purchasing / /Human Resource / /Other:

Legal Review:

Signature:



Finance Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials



SUBDIVISION APPLICATION

STAGE OF DEVELOPMENT

Preliminary Plat Final Plat Amendment Reversion

APPLICANT / DEVELOPER

Name Cattle Kates Lodge LLC
 Mailing Address PO Box 80316
Phx, AZ 85060
 Contact Person Doug Sandahl
 Phone 602.550.5433 Fax N/A
 Email dsandahl@cox.net

PROPERTY OWNER (if different than applicant)

Name _____
 Mailing Address _____
 Contact Person _____
 Phone _____ Fax _____
 Email _____

PROJECT ENGINEER

Name Geostone LLC
 Mailing Address PO Box 2400
St Johns, AZ 85936
 Contact Person Ken Flygare
 Phone 928-337-3621 Fax NA
 Email ken.geostone@gmail.com

PROPERTY INFORMATION

Assessor's Parcel #(s) 102-11-0012
 Township 7N Range 27E Section 11+14
 Subdivision Name Cattle Kates Condominium
 Unit # _____
 Address/Location 80 Main St.
Greeer, AZ 85927
 Number of Lots Proposed 1
 Total Site Acreage 1.13 ac.
 Proposed Access Main St.

CERTIFICATION & SIGNATURE

Submittal of this application constitutes consent of the applicant in granting the Planning and Zoning Department access to the subject property during the course of project review. No further consent or notice shall be required.

I hereby certify that the information in this application is correct and agree to abide by the regulations of this jurisdiction.

Signature of Applicant

Doug Sandahl, Number _____ Date 12/30/14

Signature of Property Owner (if not the applicant)

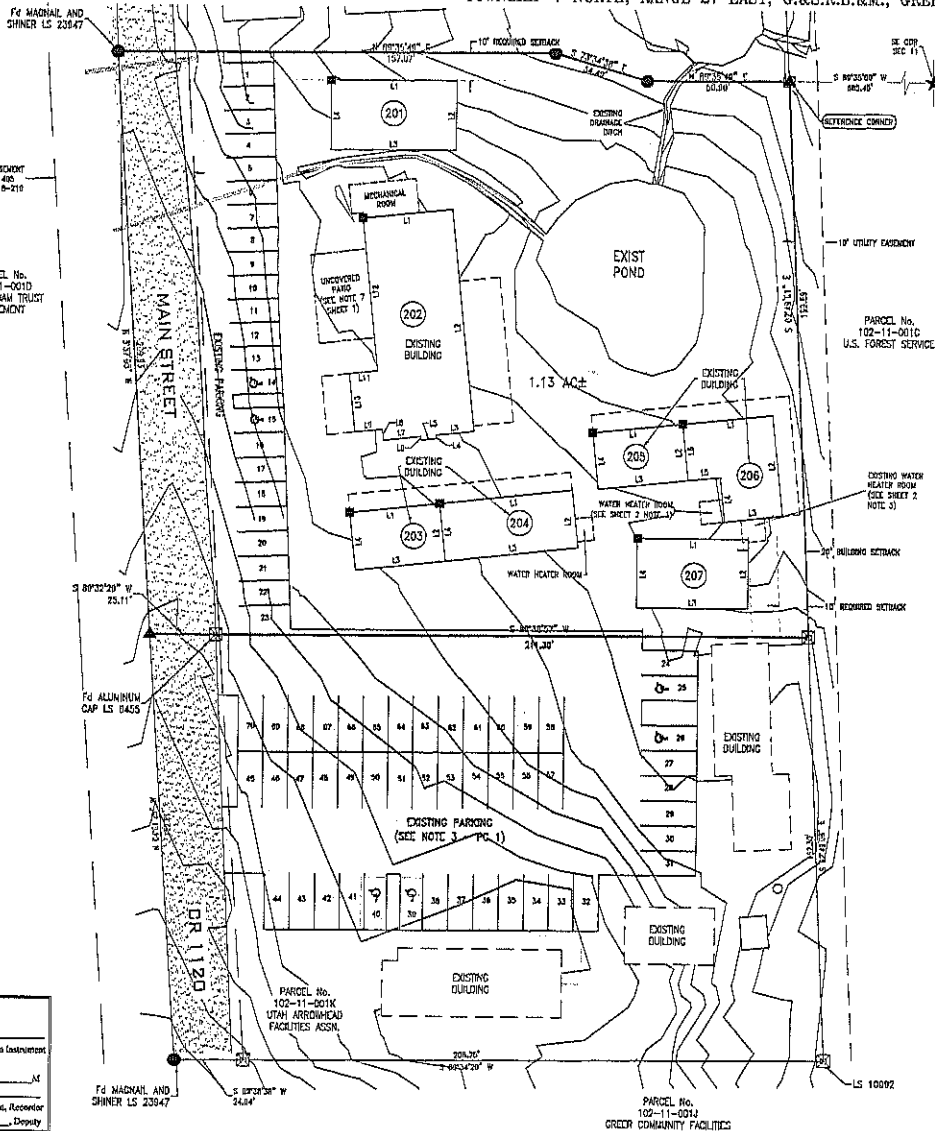
_____, Date _____

| OFFICE USE ONLY | |
|----------------------------------|---------------------|
| Received By <u>Slusen</u> | Date <u>12/8/14</u> |
| Receipt # _____ | Fee <u>\$740.00</u> |
| Subdivision# <u>2014-0000028</u> | |
| Related Subdivisions _____ | |

| COMMISSION ACTION | |
|---|---------------------------------|
| <input type="checkbox"/> Approved with Conditions (see attachments) | <input type="checkbox"/> Denied |
| Chairman <u>[Signature]</u> | Date _____ |
| BOARD ACTION | |
| <input type="checkbox"/> Approved with Conditions (see attachments) | <input type="checkbox"/> Denied |
| Chairman _____ | Date _____ |

RECEIVED
 DEC 08 2014
 BY: Slusen

FINAL PLAT
CATTLE KATES CONDOMINIUM
 A COMMERCIAL CONDOMINIUM DEVELOPMENT
 A PORTION OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHEAST QUARTER (SE ¼)
 OF SECTION 11 AND THE NORTHEAST QUARTER (NE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 14,
 TOWNSHIP 7 NORTH, RANGE 27 EAST, G.&S.R.B.&M., GREER, APACHE COUNTY, ARIZONA



LOT 201 DIMENSIONS

| CALL-OUT | BEARING | DISTANCE |
|------------------------|----------------|----------|
| RE TO REFERENCE CORNER | S 89° 33' 28"W | 194.22' |
| L1 | N 81° 33' 43"E | 45.00' |
| L2 | S 89° 24' 14"E | 25.00' |
| L3 | S 89° 35' 43"W | 45.00' |
| L4 | N 00° 24' 18"W | 25.00' |

LOT 205 DIMENSIONS

| CALL-OUT | BEARING | DISTANCE |
|------------------------|----------------|----------|
| RE TO REFERENCE CORNER | S 29° 14' 56"W | 144.21' |
| L1 | N 02° 51' 05"E | 33.25' |
| L2 | S 08° 22' 54"E | 78.48' |
| L3 | S 83° 51' 05"W | 23.26' |
| L4 | N 00° 04' 56"W | 25.00' |

LOT 202 DIMENSIONS

| CALL-OUT | BEARING | DISTANCE |
|------------------------|----------------|----------|
| RE TO REFERENCE CORNER | S 77° 34' 04"W | 160.33' |
| L1 | S 82° 43' 58"W | 32.30' |
| L2 | N 00° 12' 02"W | 82.20' |
| L3 | N 83° 42' 56"E | 13.90' |
| L4 | N 83° 17' 02"W | 1.30' |
| L5 | N 83° 42' 56"E | 6.70' |
| L6 | S 89° 17' 02"E | 1.20' |
| L7 | N 83° 42' 56"E | 13.30' |
| L8 | S 08° 17' 02"E | 4.90' |
| L9 | N 83° 42' 56"E | 16.00' |
| L10 | S 89° 17' 02"E | 21.10' |
| L11 | S 83° 47' 56"W | 10.20' |
| L12 | S 08° 17' 02"E | 25.20' |

LOT 206 DIMENSIONS

| CALL-OUT | BEARING | DISTANCE |
|------------------------|----------------|----------|
| RE TO REFERENCE CORNER | S 78° 20' 24"W | 128.70' |
| L1 | N 83° 54' 56"E | 32.30' |
| L2 | S 29° 05' 05"E | 26.82' |
| L3 | S 83° 51' 05"W | 26.82' |
| L4 | N 00° 04' 56"W | 11.25' |
| L5 | S 08° 22' 54"E | 25.00' |

LOT 207 DIMENSIONS

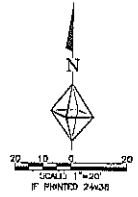
| CALL-OUT | BEARING | DISTANCE |
|------------------------|----------------|----------|
| RE TO REFERENCE CORNER | S 14° 13' 32"W | 170.11' |
| L1 | N 83° 51' 05"E | 40.00' |
| L2 | S 07° 04' 56"E | 25.00' |
| L3 | S 07° 04' 56"E | 40.00' |
| L4 | N 83° 04' 02"W | 25.00' |

LOT 203 DIMENSIONS

| CALL-OUT | BEARING | DISTANCE |
|------------------------|----------------|----------|
| RE TO REFERENCE CORNER | S 44° 44' 13"W | 220.80' |
| L1 | N 83° 37' 10"E | 32.80' |
| L2 | S 08° 22' 54"E | 20.80' |
| L3 | S 83° 37' 10"W | 32.80' |
| L4 | N 00° 22' 50"W | 20.80' |

LOT 204 DIMENSIONS

| CALL-OUT | BEARING | DISTANCE |
|------------------------|----------------|----------|
| RE TO REFERENCE CORNER | S 39° 46' 27"W | 196.20' |
| L1 | N 83° 37' 10"E | 47.70' |
| L2 | S 08° 22' 54"E | 20.80' |
| L3 | S 83° 37' 10"W | 47.70' |
| L4 | N 00° 22' 50"W | 20.80' |



LEGEND

- Fd OLD BRASS CAP ★
- Fd MAG NAIL W/SHINER (LS 6455) ▲
- Fd REBAR W/ YELLOW CAP (LS 6455)OR AS NOTED □
- Fd IRON PIPE W/ NO IDENTIFICATION ▲
- CALCULATED CORNER (NOTHING FND OR SCT) ○
- Fd IRON PIN WITH ALUMINUM CAP LS 23947 OR AS NOTED ●
- GRAVEL DRIVEWAY [Symbol]
- PAVEMENT [Symbol]
- LOTS WITH NUMBERS [Symbol]
- OWNER: CATTLE KATE'S LODGE, LLC
8000 SANDAL W/SHINER HIGHWAY
PHOENIX, ARIZONA 85020
- ENGINEER: GEOSTONE, LLC
PO 2400
ST. JAVIER, ARIZONA 85520

CERTIFICATION

I certify that the civil engineering design on the subdivision plot as shown hereon was previously prepared by others who have been studied and reviewed under my direct supervision and has been determined to be accurate and appropriate for the subdivision shown hereon.

Kelli Shroves P.E. 6123



CERTIFICATION

This is to certify that the boundary shown hereon is from an actual field survey made under my direct supervision and is true and correct to the best of my knowledge and belief.

Kenneth Flygare, R.L.S. 23947



GeoStone LLC
 CIVIL ENGINEERING & LAND SURVEYING
 P. O. BOX 2400 • ST. JAVIER, ARIZONA 85520
 PHONE (928) 337-3821
 KEN.FLYGARE@GEOSTONE.COM

CATTLE KATE'S CONDOMINIUM
 FINAL PLAT
 LOT 207
 SUPER, APACHE COUNTY, ARIZONA

RECORD CREATED AT THE REQUEST OF: **DOUG G. SANDALL**

DATE: 11/27/2018
 BY: [Signature]
 CHECKED BY: [Signature]

2 OF 3

(STATE OF ARIZONA)
 COUNTY OF APACHE) SS.
 I hereby Certify that the within instrument was filed and recorded.

in front of me this _____ day of _____, 2018.
 Notary Public, Receiver
 By: _____ Deputy

PARCEL No. 102-11-001D THE GRAHAM TRUST AGREEMENT

34' EASEMENT MET 600 PMS 218-218

Fd ALUMINUM CAP LS 6455

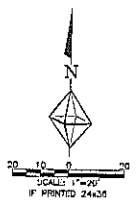
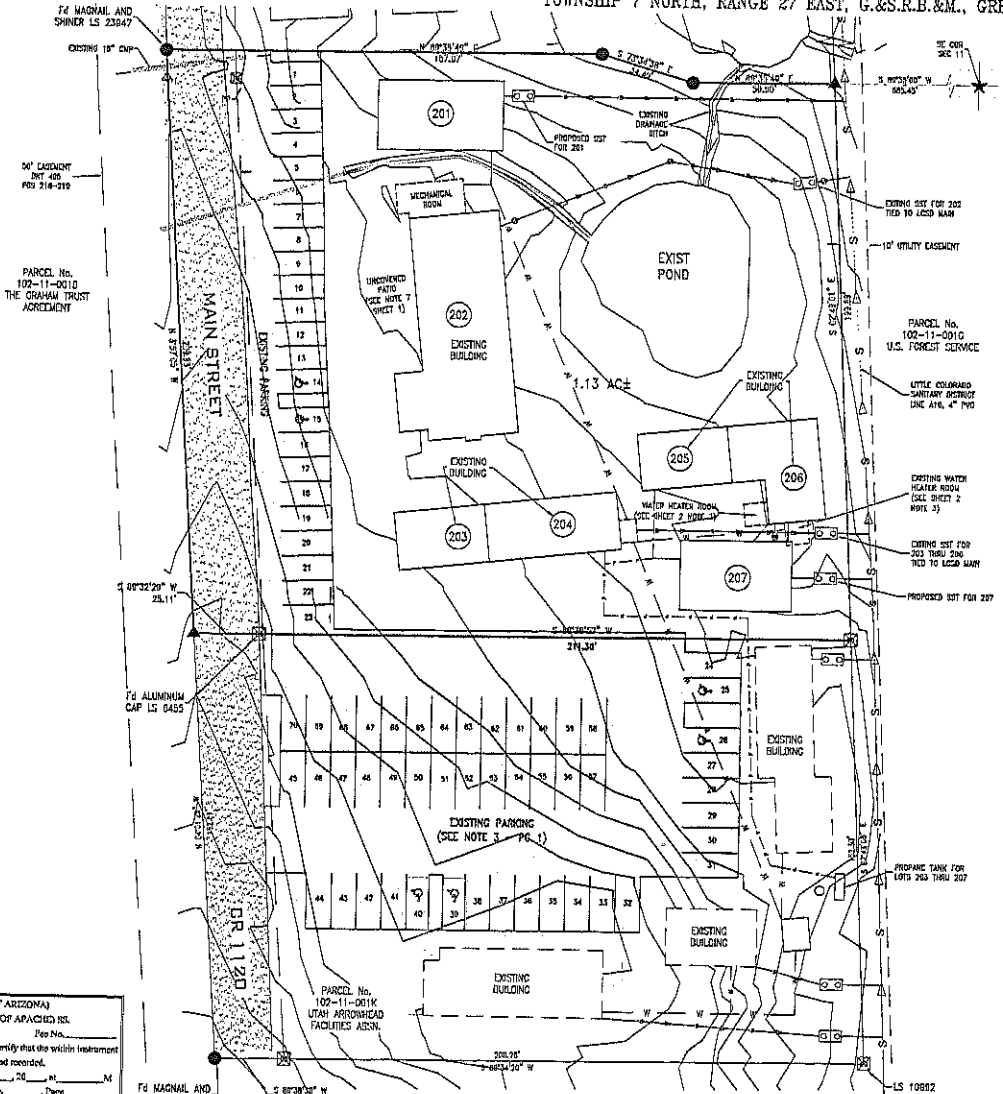
Fd MAGNAIL AND SHINER LS 23947

PARCEL No. 102-11-001K UTAH ARROWHEAD FACILITIES ASSN.

PARCEL No. 102-11-001J GREER COMMUNITY FACILITIES

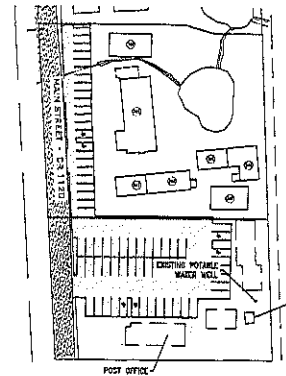
- NOTES**
- UNCOVERED POND AT LOT 202 WILL BE REMOVED AT THE TIME LOT 204 IS CONSTRUCTED.
 - COVERED EXCISE ARE NOT PART OF THE LOT AND THEREFORE NOT INCLUDED IN THE LOT LEGAL DESCRIPTION.
 - EXISTING WATER HEATER ROOM TO BE RELOCATED TO AREA AS SHOWN WHEN LOT 207 IS CONSTRUCTED.

FINAL PLAT
CATTLE KATES CONDOMINIUM
A COMMERCIAL CONDOMINIUM DEVELOPMENT
A PORTION OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHEAST QUARTER (SE ¼)
OF SECTION 11 AND THE NORTHEAST QUARTER (NE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 14.
TOWNSHIP 7 NORTH, RANGE 27 EAST, G.&S.R.B.&M., GREER, APACHE COUNTY, ARIZONA



LEGEND

| | |
|--|-----|
| Fd C/O BRASS CAP | ★ |
| Fd MAG NAIL W/SHINER (LS 6455) | △ |
| Fd REDAR W/ YELLOW CAP (LS 6456) | □ |
| Fd IRON PIPE W/ NO IDENTIFICATION | ○ |
| CALCULATED CORNER (NOTHING FND OR SET) EXCEPT AS NOTED | ● |
| Fd IRON PIN WITH ALUMINUM CAP LS 23047 OR AS NOTED | ● |
| IF PRINTED 24x36 | ■ |
| CABIN - POINT OF BEGINNING | ■ |
| GRAVEL DRIVES | ▭ |
| PAVEMENT | ▭ |
| LOTS WITH NUMBER | 201 |
| EXISTING SOLIDS SEPARATION TANK | ▭ |
| EXISTING SANITARY SEWER CLEAN-OUT | ○ |
| EXISTING SANITARY SEWER LINE W/DIRECTION OF FLOW ARROW | —○— |
| EXISTING POTABLE WATER LINE | —W— |
| PROPANE LINE (PROPOSED) | —P— |



| | |
|---|---|
| DRAWN CATTLE KATES LOGGEE, LLC DOUG CARROLL, MANAGING MEMBER PO BOX 10210 PHOENIX, ARIZONA 85010 | ENGINEER GEOSTONE, LLC PO 2400 ST. JOHNS, ARIZONA 85209 |
|---|---|

FLOODPLAIN NOTES

BASED UPON CURRENT FEMA FLOOD INSURANCE RATE MAP NUMBER 04010402E, THIS PROPERTY RESIDES IN ZONE D, "AREAS IN WHICH FLOOD HAZARDS ARE UNDETERMINED, BUT POSSIBLE". THE PROPERTY IS APPROXIMATELY 750-FEET WEST OF THE CHANNEL OF THE LITTLE COLORADO RIVER, AND APPROXIMATELY 800-FEET FROM THE LIMITS OF THE ZONE A FLOOD ZONE.

UTILITY NOTES

- ALL SEWER LINES PASS BENEATH WATER LINES. VERTICAL SEPARATION EXCEEDS 24".
- ALL MATERIALS USED IN DRINKING WATER SYSTEMS CONFORMS TO NSF STANDARDS. CONSTRUCTION MATERIALS ARE LEAD FREE AS DEFINED IN A.A.C. 410-4-504 AND R10-1-101.
- ALL PIPING IS SOLVENT WELDED PVC, SCHEDULE 40.
- ALL CONSTRUCTION AND INSTALLATION DONE IN ACCORDANCE WITH ACCEPTED STANDARDS OF GOOD WORKMANSHIP AND MEETS OR EXCEEDS THE UNIFORM PLUMBING CODE.
- ALL SHOWN WATER LINES, SEWER LINES, DRAINAGE WAYS AND OTHER UTILITIES ARE EXISTING ON-SITE AND HAVE NOT BEEN CHANGED OR ALTERED PER THIS SUBMITTAL.

CERTIFICATION

I certify that the civil engineering design on the subdivision plat as shown hereon was previously prepared by others but has been studied and reviewed under my direct supervision and has been determined to be adequate and appropriate for the subdivision shown hereon.

Keith Shevlin P.E. 0123

CERTIFICATION

This is to certify that the boundary shown hereon is from an actual field survey made under my direct supervision and is true and correct to the best of my knowledge and belief.

Kenneth Plygare, R.L.S. 22047

Geostone LLC
 CIVIL ENGINEERING & LAND SURVEYING
 P. O. BOX 2400 - ST. JOHNS, ARIZONA 85209
 PHONE (928) 537-5631
 KEN@GEOSTONE.COM

CATTLE KATES CONDOMINIUM
 FINAL PLAT
 EXISTING UTILITY LAYOUT, SURVEYING, PLUMBING, SOILS TEST INFORMATION, GRADER, APACHE COUNTY, ARIZONA

RECORD CREATED AT THE REQUEST OF: DOUG C. CARROLL
 REV. DATE: 1/2/2014
 REV. BY: [Signature]
 REV. DATE: [Signature]

3 OF 3

(STATE OF ARIZONA)
 COUNTY OF APACHE) SS.
 I hereby certify that the within instrument was filed and recorded.
 In Book No. _____ Page _____
 LeNora Y. Fulton, Recorder
 Deputy

**DECLARATION OF CONDOMINIUM AND OF
COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS
FOR
CATTLE KATES CONDOMINIUM**

DATED

_____, 20__

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**DECLARATION OF CONDOMINIUM AND OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
CATTLE KATES CONDOMINIUM**

THIS DECLARATION OF CONDOMINIUM AND OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR CATTLE KATES CONDOMINIUM ("**Declaration**") is made this ___ day of _____, 20___, by CATTLE KATES LODGE LLC, an Arizona limited liability company ("**Declarant**").

RECITALS

A. Declarant is the owner of land located in Apache County, Arizona, described as follows:

Units 201 through 207 and Common Elements of Cattle Kates Condominium, a commercial condominium of Apache County, Arizona, recorded in Book ___ of Maps and Plats at Page ___ thereof, Apache County Records.

which real property shall hereinafter be referred to as the "Property".

B. Declarant desires and intends that the Property shall be held, sold and conveyed subject to the covenants, conditions, restrictions and easements in this Declaration, which: (i) are for the purpose of creating a condominium under the Arizona Condominium Act, A.R.S. §§ 33-1201 et seq. (as may be amended from time to time, the "Condominium Act"); (ii) are for the purpose of protecting the value, desirability, attractiveness and character of the Property (iii) shall run with all of the real property comprising the Property; (iv) shall be binding on all parties having any right, title, or interest in the Property, or any part thereof; and (v) shall inure to the benefit of the aforementioned parties and their heirs, successors and assigns.

C. Declarant has formed an Arizona nonprofit corporation to be known as "Cattle Kates Commercial Condominium Association", for the purposes of, among other things, (i) the efficient preservation of the values and amenities of the Property, in regard to which the Association will be delegated certain powers of administering and maintaining the Common Elements and enforcing this Declaration and Rules adopted pursuant hereto; and (ii) establishing, collecting, disbursing and enforcing the Assessments created herein.

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

ARTICLE I

DEFINITIONS

Capitalized terms not otherwise defined in this Declaration shall have the meanings specified for such terms in the Condominium Act. As used in this Declaration, the following terms shall have the following meanings:

1.1 "**Articles**" means the Articles of Incorporation of the Association, as they may be amended from time to time.

1.2 "**Assessments**" means the Common Expense Assessment and Special Assessments levied and assessed against each Unit pursuant to ARTICLE X of this Declaration.

1.3 "**Assessment Lien**" means the charge and continuing servitude and lien against a Unit for payment of Assessments, monetary penalties and other charges pursuant to this Declaration as more particularly described in Section 10.1 of this Declaration.

1.4 "**Association**" means "Cattle Kates Commercial Condominium Association" organized by Declarant to administer and enforce the Condominium Documents and to exercise the rights, powers and duties set forth therein, and its successors and assigns.

1.5 "**Board of Directors**" means the Board of Directors of the Association.

1.6 "**Bylaws**" means the Bylaws of the Association, as they may be amended from time to time.

1.7 "**Common Elements**" means all portions of the Condominium other than the Units, including, without limitation, Limited Common Elements and any amenities, water and wastewater distribution systems, walkway areas, private drives, drainage areas and landscaping.

1.8 "**Common Expenses**" means expenditures made by, or financial liabilities incurred or to be incurred by the Association, together with required allocations to reserves, including but not limited to expenditures incurred in the enforcement of provisions of the Condominium Documents.

1.9 "**Common Expense Assessment**" means any assessment levied against the Units pursuant to Section 10.4 of this Declaration.

1.10 "**Common Expense Liability**" means the liability for Common Expenses allocated to each Unit by this Declaration.

1.11 "**Condominium**" means the real property located in Apache County, Arizona, submitted to the Declaration together with all buildings and other Improvements located hereon and all easements, rights, and appurtenances belonging thereto. The name of the Condominium created by this Declaration is "CK Cabins Condominium."

1.12 "**Condominium Documents**" means this Declaration, including the Plat, and the Articles, Bylaws, and Rules.

1.13 "**Declarant**" means Cattle Kates Lodge LLC, an Arizona limited liability company, and their successors or assigns who have in writing been designated as a successor to the rights of Declarant hereunder.

1.14 "**Declaration**" means this Declaration of Condominium and of Covenants, Conditions, Restrictions and Easements for Cattle Kates Condominium, as it may be amended from time to time, together with the exhibits, and where appropriate by context, the Plat.

1.15 "**Development Rights**" means any right or combination of rights reserved by or granted to Declarant in this Declaration as permitted by the Condominium Act.

1.16 "**Eligible Mortgage Holder**" means a First Mortgagee who has in writing requested that the Association furnish it with specific written notice of amendments or other material actions in relation to this Declaration.

1.17 "**First Mortgage**" means any mortgage or deed of trust on a Unit with first priority over any other mortgage or deed of trust.

1.18 "**First Mortgagee**" means the holder of any First Mortgage.

1.19 "**Improvements**" means all physical structures including, but not limited to, cabins, decks, patios, balconies, parking areas, driveways, fences and walls, mailboxes, propane tanks, planters, trash receptacles, and all landscaping, including, but not limited to, hedges, plantings, trees and shrubs of every type and kind.

1.20 "**Limited Common Elements**" means a portion of the Common Elements specifically designated in this Declaration or on the Plat as a Limited Common Element and allocated by this Declaration or by operation of the Condominium Act for the exclusive use of one or more, but fewer than all, of the Units. The deck, patio, balcony and propane tank(s) of each Unit which lies outside the Unit/Lot shall be a Limited Common Element of the Unit.

1.21 "**Member**" means a Unit Owner who, by reason of ownership of a Unit, is entitled to automatic membership in the Association as set forth in the Bylaws.

1.22 "**Period of Declarant Control**" means the time period commencing on the date this Declaration is recorded in the Apache County Recorder's Office, and ending on the earlier of:

(A) Ninety (90) days after the conveyance of one-hundred percent (100%) of the Units which may be created in the Condominium to Unit Owners other than Declarant; or

(B) Four (4) years after Declarant has ceased to offer Units for sale in the ordinary course of business.

1.23 "**Person**" means a natural person, corporation, business trust, estate, trust, partnership, association, limited liability company, joint venture, government, government subdivision or agency, or other legal or commercial entity, and in the case of a subdivision trust, means the beneficiary of the trust who holds the right to subdivide, develop or sell the real estate rather than the trust or trustee.

1.24 "**Plat**" means the condominium plat for Cattle Kates Condominium, recorded in the Official Records of the Apache County Recorder's Office, and any amendments, supplements, or corrections thereto.

1.25 "**Purchaser**" means any Person, other than Declarant, who by means of a voluntary transfer becomes a Unit Owner except for: (i) a Person who purchases a Unit and then leases it to Declarant for use as a model, sales or leasing office, fitness facility or business support center in connection with the sale of other Units, or (ii) a Person who, in addition to purchasing a Unit, is assigned any Special Declarant Right.

1.26 "**Rules**" means the rules and regulations adopted by the Association, as they may be amended from time to time.

1.27 "**Special Assessment**" means any assessment levied against the Units pursuant to Section 10.5 of this Declaration.

1.28 "**Special Declarant Rights**" means any right or combination of rights reserved by or granted to Declarant in this Declaration or by the Condominium Act.

1.29 "**Unit**" means a portion of the Condominium designated for separate ownership and occupancy, as shown on the Plat and more particularly described in Article III of this Declaration.

1.30 "**Unit Owner**" means the record owner, whether one or more Persons, of beneficial or equitable title (and legal title if the same has merged with the beneficial or equitable title) to the fee simple interest of a Unit. Unit Owner shall not include (i) Persons having an interest in a Unit merely as security for the performance of an obligation or (ii) a lessee or tenant of a Unit. Unit Owner shall include a Purchaser under a contract for the conveyance of real property, a contract for deed, a contract to convey, an agreement for sale or any similar contract through which a seller has conveyed to a Purchaser equitable title to a Unit under which the seller is obligated to convey to the Purchaser the remainder of seller's title in the Unit, whether legal or equitable, upon payment in full of all monies due under the contract. The term "Unit Owner" shall not include a Purchaser under a purchase contract and receipt, escrow instructions or similar executory contract which is intended to control the rights and obligations of the parties to the executory contract pending the closing of a sale or purchase transaction. In the case of Units the fee simple title to which is vested in a trustee pursuant to A.R.S., §§ 33-501 et seq., the Trustor shall be deemed to be the Unit Owner.

ARTICLE II

CREATION AND DECLARATION OF CONDOMINIUM

2.1 **Creation.** This condominium is created by Declarant pursuant to the Arizona Condominium Act, A.R.S. §§ 33-1201 et seq., as the same may be amended from time to time. This instrument is executed by all of the Unit Owners.

2.2 Applicable Law. All the provision of the Condominium Act shall apply to this Condominium, its organization, rights of Declarant, management, etc., unless a contrary provision is specified in the Declaration.

2.3 Name and Description of Condominium; Association. The name of the Condominium is Cattle Kates Condominium, a commercial condominium. The legal description of the Condominium is Units 201 through 207 and Common Elements of Cattle Kates Condominium, a condominium of Apache County, Arizona, recorded in Book ___ of Maps and Plats at Page ___ thereof, Apache County Records. The Identifying Numbers of the Units submitted to the Condominium are those Units consecutively numbered 201 through 207 inclusive, as shown on the Plat.

The name of the Unit Owners Association shall be Cattle Kates Commercial Condominium Association.

ARTICLE III

DESCRIPTION OF UNITS AND UNIT BOUNDARIES

The Units initially created by and subject to this Declaration are shown and depicted on the Plat as Lots, and the location and identifying numbers of Units/Lots are shown and described on the Plat.

(A) The horizontal boundaries of each Unit/Lot are shown on the Plat. The vertical boundaries begin fifteen (15) feet below the finished floor elevation as shown on the Plat, and extend thirty (30) feet above the finished floor elevation as shown on the Plat.

(B) In the event of an inconsistency or conflict between the provisions of this section and the Plat, this section shall control.

(C) The physical boundaries of a Unit shall be considered to be the proper boundaries regardless of the settling, rising or lateral movement of the building structure and regardless of any variances between the boundaries shown on the Plat and the actual physical boundaries.

ARTICLE IV

ALLOCATION OF INTERESTS AND VOTING RIGHTS

4.1 Allocation of Common Element Interest. The undivided interests in the Common Elements shall be allocated among the Units based upon a ratio, the numerator of which is one (1) and the denominator of which is the total number of all Units in the Condominium. In no event shall the cumulative interests of all Units exceed or be less than a total of 100%. Initially, each Unit shall have a Common Element Interests of 1/7th, or 14.2%.

4.2 Allocation of Common Expense Liabilities. The Common Expense Liability shall be allocated among the Units in the same ratio as the Common Element Interest assigned to each Unit set forth in Section 4.1.

4.3 Allocation of Limited Common Elements. The following portions of the Common Elements are Limited Common Elements and are allocated to the exclusive use of one Unit as follows: Any gas tank or meter, electric or water meter which serves only one Unit is allocated to the Unit it serves.

4.4 Reallocation of Limited Common Elements.

(A) A Limited Common Element may be reallocated by an amendment to this Declaration made in accordance with the provisions of the Condominium Act. During the Period of Declarant Control, all such proposed reallocations must be submitted to and approved in writing by Declarant.

(B) During the Period of Declarant Control, Declarant shall have the right, without a vote of the Members or any other approval, to allocate as a Limited Common Element any portion of the Common Elements not previously allocated as a Limited Common Element.

(C) The Board of Directors shall have the right, without a vote of the Members, to allocate as a Limited Common Element any portion of the Common Elements not previously allocated as a Limited Common Element. Any such allocation by the Board of Directors shall be made by an amendment to this Declaration and an amendment to the Plat if required by the Condominium Act.

4.5 Assignment of Parking Spaces. The vehicle parking areas not allocated as Limited Common Elements are Common Elements and shall be maintained by the Association. The Association shall have the ability but not the obligation to assign such parking spaces to designated Unit Owners, the use of which shall be a personal right of such Unit Owner. The Association may reassign the use of such parking spaces and may impose and receive payments, fees or charges for the use of parking spaces. Parking spaces not assigned to a specific Unit shall be used and shared by all Unit Owners in a fair and equitable manner. The Association may adopt regulations governing such parking spaces and, in the event of conflicts, the Board may convert some or all of the parking spaces to Limited Common Elements. Declarant shall have the authority during the Period of Declarant Control to assign and reassign parking spaces and to convert some or all of the parking spaces to Limited Common Elements.

4.6 Membership and Voting Rights. Each Unit Owner within the Condominium shall automatically be a Member of the Association and shall be entitled to one (1) vote for each Unit owned in all matters concerning the administration of the Association and management of the Condominium. In the event that a Unit is owned of record by more than one person, the vote attributed to that Unit shall be cast as a single vote as the Unit Owners of that Unit shall among themselves determine, and said vote shall not be apportioned.

ARTICLE V

DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS

5.1 Development Rights of Declarant. Notwithstanding anything to the contrary in this Declaration, Declarant reserves to itself, its successors and assigns, the following Development rights, which shall be referred to in this Declaration as "Development Rights":

(A) To create easements, Units, Common Elements or Limited Common Elements within the Condominium;

(B) To subdivide Units, convert Units into Common Elements or convert Common Elements into Units;

(C) To amend the Declaration during the Period of Declarant Control to comply with applicable law, or; to correct any error or inconsistency in the Declaration, or; to reflect the change in the number of Units, Common Elements or Limited Common Elements.

5.2 Special Declarant Rights. The right or rights or combination thereof known as "Special Declarant Rights" reserved to Declarant are the following:

(A) To construct Improvements provided for in this Declaration or shown on the Plat;

(B) To exercise any Development Right;

(C) To maintain sales offices, management offices, model Units and signs advertising the Condominium;

(D) To use easements through the Common Elements for the purpose of making Improvements within the Condominium;

(E) To appoint or remove any officer of the Association or any member of the Board of Directors during the Period of Declarant Control.

5.3 Transfer of Special Declarant Rights. A Special Declarant Right created or reserved by this Declaration may be transferred pursuant to the provisions set forth in A.R.S. § 33-1244 of the Arizona Condominium Act, or the successor statute thereto.

5.4 Legal Description. The legal description of the real estate subject to each of the Development Rights and other Special Declarant Rights reserved in this Declaration to Declarant is shown and depicted on the Plat and consists of all Units and Common Elements subject to the Declaration.

5.5 Time Limits. Exercise of Development Rights and Special Declarant Rights by Declarant are not limited in any manner as to time and extend beyond the Period of Declarant Control unless otherwise limited by provisions of the Condominium Act.

ARTICLE VI

EASEMENTS

6.1 Existing Easements. If any Unit or Common Element is encumbered by an access or utility easement as shown on the Plat, then by accepting a deed to such Unit and Common Element, the Unit Owner acknowledges and consents to such easement.

6.2 Utility Easements. In addition to those special easements shown on the Plat, there is hereby created an easement upon, across, over and under the Common Elements for reasonable ingress, egress, installation, replacing, repairing or maintaining of all utilities, including, but not limited to, gas, water, sewer, telephone, cable television and electricity. By virtue of this easement, it shall be expressly permissible for the utility company providing such service to erect and maintain the necessary infrastructure and equipment on the Common Elements, but no sewers, electrical lines, water lines, or other utility or service lines may be installed or located on the Common Elements except as initially designed and/or as thereafter approved and constructed by the Board of Directors. This easement shall in no way affect any other recorded easements on the Common Elements. In no event shall any portion of the above mentioned easements for utilities be construed to authorize the placing or installing of sewers, electrical lines, water lines or other utilities under any permanent building structure constructed on the Property.

6.3 Easements for Ingress and Egress. There are hereby created easements for ingress and egress for pedestrian traffic over, through and across sidewalks, paths, walks, and lanes that from time to time may exist upon the Common Elements. There is also created an easement for ingress and egress for pedestrian and vehicular traffic, including, without limitation, emergency access and utility repair vehicles, over, through and across such driveways and parking areas as from time to time may be paved and intended for such purposes except that such easements shall not extend to any Limited Common Elements or assigned parking spaces, if any. Such easements shall run in favor of and be for the benefit of the Unit Owners and occupants of the Units and their guests, families, tenants and invitees.

6.4 Easements for Emergency and Service Vehicles; Refuse Collection. There are hereby created easements for ingress to and egress from the Condominium over, through and across such streets, driveways, parking areas and open space as from time to time may be paved and intended for such purposes for the benefit of all municipal, state and federal vehicles, including, without limitation, all emergency and service type vehicles, including utility repair vehicles, as may be required from time to time to service the Condominium and the Unit Owners and occupants including, without limitation, for U.S. Mail distribution and collection and for private or municipal refuse collection.

6.5 Unit Owners' Easements of Enjoyment.

(A) Every Unit Owner shall have a right and easement of enjoyment in and to the Common Elements, except for the Limited Common Elements, which right and easement shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

(i) The right of the Association to adopt reasonable Rules governing the use of the Common Elements;

(ii) The right of the Association to suspend the voting rights of a Unit Owner for any period during which any Assessment against his Unit remains unpaid more than thirty (30) days after its due date and for a period not to exceed sixty (60) days for any other infraction or violation of the Condominium Documents, unless such infraction is continuing in which case such suspension may continue until the infraction is cured;

(iii) The right of the Association to convey the Common Elements or subject the Common Elements to a mortgage, deed of trust, or other security interest, in the manner and subject to the limitations set forth in the Condominium Act, subject to the vote or written assent of those Unit Owners representing at eighty percent (80%) of the votes in the Association, and with the consent of Declarant during the Period of Declarant Control; and, in all events, subject to a Unit Owner's easement for ingress and egress if access to such Owner's Unit is through the Common Elements to be conveyed or mortgaged

(iv) All rights and easements set forth in this Declaration, including, but not limited to, the rights and easements granted to Declarant by Sections 6.6 and 6.7 of this Declaration.

(B) The tenants, guests and invitees of any Member or other person entitled to use the Common Elements pursuant to subsection (A) above may use the Common Elements. The Board of Directors shall have the right to limit the number of guests and invitees who may use the Common Elements at any one time and may restrict the use of the Common Elements by guests and invitees to specific times.

(C) A Unit Owner's right and easement of enjoyment in and to the Common Elements shall not be conveyed, transferred, alienated or encumbered separate and apart from a Unit. Such right and easement of enjoyment in and to the Common Elements shall be deemed to be conveyed, transferred, alienated or encumbered upon the sale of any Unit, notwithstanding that the description in the instrument of conveyance, transfer, alienation or encumbrance may not refer to such right and easement.

(D) The provisions of this section shall not apply to any of the Limited Common Elements that are allocated to one or more, but less than all, of the Units.

6.6 Declarant's Use for Sales and Leasing Purposes.

(A) Declarant shall have the right and an easement to maintain sales or leasing offices, management offices and model Units throughout the Condominium and to maintain one or more advertising, model and directional signs on the Common Elements while Declarant is selling or preparing to sell Units in the Condominium. Declarant reserves the right to place models, management offices and sales and leasing offices in any Units owned by Declarant and on any portion of the Common Elements in such number, of such size and in such locations as Declarant deems appropriate.

(B) Declarant may from time to time relocate model Units, management offices and sales and leasing offices to different locations within the Condominium, including on the Common Elements or within any Unit owned by Declarant. Upon the relocation of a model Unit, management, business, sales or leasing office constituting a Common Element, Declarant may remove all personal property and fixtures therefrom.

(C) So long as Declarant is marketing Units in the Condominium, Declarant shall have the right to reserve parking spaces in the Condominium not allocated as Limited Common Elements or otherwise assigned to particular Units for use by prospective Unit Purchasers, Declarant's employees and others engaged in sales, leasing, maintenance, construction or management activities.

(D) Declarant reserves the right to retain all personal property and equipment used in the sales, management, construction and maintenance of the Condominium that has not been represented as property of the Association. Declarant reserves the right to remove from the Condominium any and all goods and Improvements used in development, marketing and construction, whether or not they have become fixtures.

6.7 Declarant's Easements.

(A) Declarant shall have the right, and an easement on and over the Common Elements, to alter or improve the Common Elements and the Units shown on the Plat and all other Improvements as Declarant may deem necessary and to use the Common Elements and any Units owned by Declarant for construction or renovation-related purposes, including for the storage of tools, machinery, equipment, building materials, appliances, supplies and fixtures and for the performance of work respecting the Condominium.

(B) Declarant shall have the right and an easement on, over and under the Common Elements for the purpose of maintaining and collecting drainage of surface, roof or storm water. The easement created by this subsection expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil or to take any other action reasonably necessary.

(C) Declarant shall have the right and an easement on, over, and through the Common Elements as may be reasonably necessary for the purpose of discharging its obligations and exercising Special Declarant Rights whether arising under the Condominium Act or reserved in this Declaration.

6.8 Easement for Support. To the extent necessary, each Unit shall have an easement for structural support over every other Unit, the Common Elements and the Limited Common Elements, and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit, the Common Elements and the Limited Common Elements.

6.9 Common Elements Easement in Favor of the Association. The Common Elements shall be subject to an easement in favor of the Association, its Board and officers and the agents, employees and independent contractors of the Association for the purpose of the inspection, upkeep, maintenance, repair and replacement of the Common Elements.

6.10 Common Elements Easement in Favor of Unit Owners. The Common Elements shall be subject to the following easements in favor of the Units benefited:

(A) For the installation, repair, maintenance, use, removal or replacement of pipes, ducts, heating and air conditioning systems, electrical, telephone and other communication wiring and cables and all other utility lines and conduits which are a part of or serve any Unit and which pass across or through a portion of the Common Elements.

(B) For the performance of the Unit Owner's right to construct Improvements and; Unit Owner's obligation to maintain, repair, replace and restore those portions of the Limited Common Elements that the Unit Owner is obligated to maintain under Section 8.2 of this Declaration.

6.11 Units and Limited Common Elements Easement in Favor of Association. The Units and the Limited Common Elements are hereby made subject to the following easements in favor of the Association and its directors, officers, agents, employees and independent contractors:

(A) For inspection of the exterior of the Units and Limited Common Elements in order to verify the performance by Unit Owners of all items of maintenance and repair for which they are responsible.

(B) For inspection, maintenance, repair and replacement of the Common Elements or the Limited Common Elements situated in or accessible from the exterior of Units or Limited Common Elements.

(C) For correction of emergency conditions in one or more Units or Limited Common Elements or casualties to the Common Elements, the Limited Common Elements or the Units.

(D) For the purpose of enabling the Association, the Board of Directors or any committees appointed by the Board of Directors to exercise and discharge their respective rights, powers and duties under the Condominium Documents.

(E) For inspection, at reasonable times and upon reasonable notice to the Unit Owner, of the Units and the Limited Common Elements to verify that the provisions of the Condominium Documents are being complied with by the Unit Owners, their guests, tenants, invitees and the other occupants of the Unit.

6.12 Easement for Unintended Encroachments. To the extent that any Unit or Common Element encroaches on any other Unit or Common Element as a result of original construction, alteration or restoration authorized by this Declaration, settling or shifting, or any reason other than the intentional encroachment on the Common Elements or any Unit by a Unit Owner, a valid easement for the encroachment, and for the maintenance thereof, exists.

ARTICLE VII

USE AND OCCUPANCY RESTRICTIONS

7.1 Plat Notes. In addition to the use restrictions contained herein, the Property is subject to any restrictions and limitations set forth in the Plat.

7.2 Improvements and Alterations.

(A) Any Unit Owner may construct and/or make additions, alterations and Improvements within such Unit Owner's Unit without the prior written approval of the Board of Directors, but such Unit Owner shall, to the extent permitted under Arizona law, be responsible for any damage to other Units, the Limited Common Elements and the Common Elements which results from any such alterations, additions or Improvements. Notwithstanding the foregoing, no construction, addition, alteration or Improvement within a Unit or within any Limited Common Element allocated to the exclusive use of a Unit which would be visible from the exterior of the Unit, including a change to the exterior color scheme, shall be made without the prior written approval of the Board of Directors, which approval shall only be granted if the Board of Directors affirmatively finds that the proposed construction, addition, alteration or Improvement is aesthetically pleasing and in harmony with the surrounding Improvements.

(B) No excavation or grading work shall be performed on any Unit without the prior written approval of the Board of Directors.

(C) Any Unit Owner who is required to obtain approval of the Board of Directors for the construction, installation, addition, alteration, repair, change or replacement of any Improvement shall submit to the Board of Directors (i) a written request for approval specifying in detail the nature and extent of the construction, addition, alteration, repair, change or other work which the Unit Owner desires to perform, including the distance of such work from neighboring properties, if applicable; (ii) plans and specifications, if applicable; (iii) any other information which the Board of Directors may request; and (iv) any fee payable pursuant to Subsection 7.2(F) of this Declaration. If the Board of Directors fails to approve or disapprove an application for approval within sixty (60) days after the submittal of the completed application and all supporting information, plans and specifications requested by the Board of Directors have been submitted to the Board of Directors, approval will not be required and this section will be deemed to have been complied with by the Unit Owner who had requested approval of such plans. The approval by the Board of Directors of any construction, installation, addition, alteration, repair, change or other work pursuant to this section shall not be deemed a waiver of the Board of Director's right to withhold approval of any similar construction, installation, addition, alteration, repair, change or other work subsequently submitted for approval.

(D) Upon receipt of approval from the Board of Directors for any construction, installation, addition, alteration, repair, change or other work, the Unit Owner who had requested such approval shall proceed to perform, construct or make the addition, alteration, repair, change or other work approved by the Board of Directors as soon as practicable and shall diligently pursue such work so that it is completed as soon as reasonably practicable and within such time as may be prescribed by the Board of Directors.

(E) Any change, deletion or addition to the plans and specifications approved by the Board of Directors must be approved in writing by the Board of Directors.

(F) The Board of Directors shall have the right to charge a fee not to exceed the sum of one-hundred dollars (\$100.00) for reviewing requests for approval of any construction, installation, alteration, addition, repair, change or other work pursuant to this Section 7.2, which fee shall be payable at the time the application for approval is submitted to the Board of Directors.

(G) All Improvements constructed within and on Units shall be of new construction, and no buildings or other structures shall be removed from other locations on to any Unit.

(H) The approval by the Board of Directors of any construction, installation, addition, alteration, repair, change or other work pursuant to this Section 7.2 shall not be deemed a warranty or representation by the Board of Directors as to the quality of such construction, installation, addition, alteration, repair, change or other work or that such construction, installation, addition, alteration, repair, change or other work conforms to any applicable building codes or other federal, state or local law, statute, ordinance, rule or regulation.

(I) The provisions of this section do not apply to, and approval of the Board of Directors shall not be required for, the construction, erection, installation, addition, alteration, repair, change or replacement of any Improvements made by, or on behalf of, the Declarant.

(J) The approval required of the Board of Directors pursuant to this Section 7.2 shall be in addition to, and not in lieu of, any approvals or permits which may be required under any federal, state or local law, statute, ordinance, rule or regulation.

7.3 No Partition and Subdivision. No Unit shall be partitioned or subdivided, except by the Declarant.

7.4 Trash Containers and Collection. No garbage or trash shall be placed or kept on the Condominium except in covered containers of a type, size and style which are approved by the Board of Directors. The Board of Directors shall have the right to subscribe to a trash service for the use and benefit of the Association and all Unit Owners, and to adopt and promulgate rules and regulations regarding garbage, trash, trash containers and collection. The Board of Directors shall have the right to require all Unit Owners to place trash and garbage in containers located in areas designated by the Board of Directors. No incinerators shall be kept or maintained in any Unit.

7.5 Machinery and Equipment. No Unit Owner may place, operate or maintain machinery or equipment of any kind upon the Condominium other than usual and customary machinery and equipment used in connection with the Unit Owner's permitted uses of his Unit and Limited Common Elements. This section shall not apply to any such machinery or equipment which Declarant or the Association may require for the construction, improvement, operation and maintenance of the Common Elements.

7.6 Diseases and Insects. No Unit Owner shall permit anything or condition to exist upon the Condominium which could induce, breed or harbor infectious diseases (plant or

otherwise) or noxious insects. Each Unit Owner shall perform such pest control activities as may be necessary to prevent insects, rodents and other pests from being present in the Unit.

7.7 Environmental Restrictions. All Unit Owners shall be responsible for complying with all federal and state environmental and health laws. Without limiting the foregoing, no Unit Owner or occupant may dispose of, transport, or store "hazardous materials" in his Unit or elsewhere in the Condominium other than small amounts of ordinary household non-combustible cleaning agents maintained in the Unit or Limited Common Element storage areas and in no event may any Unit Owner or occupant dispose of any hazardous materials, including without limitation, motor oil, hydrocarbons, or other petroleum products, in or down a dry well on or adjacent to the Condominium, or in trash receptacles located within the Condominium.

7.8 Parking Spaces and Vehicles. No RVs, travel trailers, boat trailers, or trailers of any kind are allowed in the Condominium. No parking is allowed in the Condominium except in parking spaces shown on the Plat or designated by the Board of Directors. No parking spaces in the Condominium may be used for storage or for any purpose other than the parking of standard size or smaller cars, trucks and sport utility vehicles ("Vehicles"). Unit Owners or other lawful occupants of a Unit must park their Vehicles in an available assigned parking space before parking any excess or extra Vehicles in any unassigned parking space and in no event may any Unit Owner or other lawful occupant or their guests and invitees park in an assigned parking space other than the one specifically assigned to their Unit.

7.9 Motor Vehicle Repair and Towing of Vehicles. Other than temporary emergency repairs, no Vehicle shall be constructed, reconstructed, serviced or repaired, and no inoperable Vehicle may be stored on any portion of the Condominium. The Board of Directors shall have the right to have any Vehicle parked, kept, maintained, constructed, reconstructed or repaired in violation of the Condominium Documents towed away at the sole cost and expense of the owner of the vehicle or equipment. Any expense incurred by the Association in connection with the towing of any vehicle or equipment shall be paid to the Association upon demand by the owner of the vehicle or equipment. If the vehicle or equipment is owned by an Owner, any amounts payable to the Association shall be secured by the Assessment Lien, and the Association may enforce collection of suit amounts in the same manner provided for in this Declaration for the collection of Assessments.

7.10 Signs. Other than a Unit Owner name and address identification sign not exceeding 6 x 12 inches in size on or adjacent to the door of a Unit, no emblem, logo, sign or billboard of any kind shall be displayed so that it is visible from the exterior of any Unit or any other portion of the Condominium without the prior written approval of the Board; except for: (i) signs used by Declarant to advertise the Units for sale or lease; (ii) signs on the Common Elements as may be placed or approved by Declarant during the Period of Declarant Control, or by the Board, thereafter; (iii) any signs as may be required by legal proceedings; (iv) one for sale or for lease sign whose face does not to exceed 18" x 24" in size for any one Unit; and (v) any signs as are approved by the Board.

The foregoing restrictions shall be subject to such limitations and privileges as are established at law, including for the placement of political signs and signs pertaining to candidates for political office or to other such protected matters.

7.11 Lawful Use. No immoral, improper, offensive, or unlawful use shall be made of any part of the Condominium. All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction over the Condominium shall be observed. Any violation of such laws, zoning ordinances or regulations shall be a violation of this Declaration.

7.12 Nuisances and Offensive Activity. No nuisance shall be permitted to exist or operate upon the Condominium, and no activity shall be conducted upon the Condominium which is offensive or detrimental to any portion of the Condominium or any Unit Owner or other occupant of the Condominium. No exterior speakers, horns, whistles, bells or other sound devices, except security or other emergency devices used exclusively for security or emergency purposes, shall be located, used or placed on the Condominium.

7.13 Noise Reduction. Any improvement, equipment, or activity which may create noise impacts discernable from within any Unit (other than those related to Declarant's activities within the Condominium) may be subject to certain noise reduction requirements and guidelines set forth in any Rules adopted by the Association from time to time. All Owners, Lessees, and Occupants shall take all reasonable precautions to lower noise transference between Units and to abide by the Rules of the Association and any applicable noise reduction ordinance.

7.14 Window Coverings. No reflective materials, including, without limitation, aluminum foil, reflective screens or glass, films, mirrors or similar items, shall be installed or placed upon the outside or inside of any windows of a Unit without the prior written approval of the Board. No enclosures, drapes, blinds, shades, screens or other items affecting the exterior appearance of a Unit or any Limited Common Elements allocated to a Unit shall be constructed or installed in any Unit or Limited Common Element without the prior written approval of the Board, unless the items so installed are substantially identical in color, texture and size as previously approved and installed window coverings being so replaced.

7.15 Savings Clause. The provisions of this Declaration shall be construed to be consistent with law, and should any provision violate law and be unenforceable as a result thereof, then applicable law shall govern. Without limitation, no provision hereof shall prohibit the placement of the American Flag or the parking of public service vehicles as permitted by law, subject to rules and regulations of the Association not in conflict with such laws.

7.16 Variances. The Board may, at its sole discretion, grant variances from the restrictions set forth in this Article VII if the Board determines:

(A) Either that (i) a particular restriction would create a substantial hardship or burden on an Owner or occupant and that such hardship is not attributable to the Unit Owner's or occupant's acts; (ii) a change of circumstances has rendered the particular restriction obsolete; or (iii) other circumstances warrant a variance in the Board's sole and absolute discretion; and

(B) The activity permitted under the requested variance will not have a substantially adverse effect on other Owners and occupants.

ARTICLE VIII

MAINTENANCE AND REPAIR OF COMMON ELEMENTS AND UNITS

8.1 Duties of the Association. The Association shall maintain, repair and make necessary improvements to all Common Elements, except for the specific portions of the Limited Common Elements which the Unit Owners are obligated to maintain pursuant to Section 8.2 of this Declaration. Without limitation, the Association shall be responsible for maintaining all portions of the parking areas, mailboxes, fountains, planters, the private streets and drives, sidewalks, landscaping, irrigation systems, private drainage areas, those portions of water distribution and wastewater service lines that serve each Unit and located outside the Unit boundary (including each solid separation tank), lighting and light fixtures in the Common Elements, and recreational areas. The Board shall be the sole and absolute judge as to the appropriate maintenance of the Common Elements and the Condominium. The Association shall not transfer or assign its duty to maintain wastewater service lines and/or a solid separation tank without the expressed approval of the Little Colorado Sanitary District.

8.2 Duties of Unit Owners.

(A) Each Unit Owner shall maintain, repair, replace and restore, at his own expense, all portions of his Unit and all Improvements thereon (including, without limitation, all portions of the structure and appurtenances thereto), subject to the Condominium Documents.

(B) Each Unit Owner shall be responsible for the maintenance and repair of the Limited Common Elements allocated to his Unit pursuant to this Declaration, including, without limitation: periodic painting and maintenance of the concrete slabs or finished flooring of, the deck, patio and balcony; and maintenance, repair and replacement of all doors and windows of the Unit, the air conditioning unit (including compressors and condensers), and heater and hot water heater servicing the Unit. No Unit Owner may paint or change the exterior color scheme or surfacing materials of his Unit, garage, carport, patio or balcony or any portion of the Limited Common Elements allocated to his Unit visible from the Common Elements or any other Unit without the prior written consent of the Board.

(C) Each Unit Owner shall take all necessary action to keep the Limited Common Elements which he is obligated to maintain under this Section 8.2 clean and free from unsightly accumulations of trash, furniture in weathered or poor condition, and litter. No Unit Owner shall allow a parking space to be used for storage or for the accumulation of trash or junk.

8.3 Repair or Restoration Necessitated by Unit Owner. Each Unit Owner shall be liable to the Association, to the extent permitted by Arizona law, for any damage to the Common Elements or the Improvements, or equipment thereon, which results from the negligence or willful misconduct, by act or omission, of the Unit Owner or that Owner's family members, tenants, guests, invitees and pets. The cost to the Association of any such repair, maintenance or replacement required by such act or omission of a Unit Owner shall be paid by the Unit Owner, upon demand, to the Association. The Association may enforce collection of any such amounts in the same manner and to the same extent as provided for in this Declaration for the collection of Assessments.

8.4 Unit Owner's Failure to Maintain. If a Unit Owner fails to maintain in good condition and repair his Unit or any Limited Common Element which he is obligated to maintain under this Declaration and the required maintenance, repair or replacement is not performed within thirty (30) days after written notice has been given to the Unit Owner by the Association, the Association shall have the right, but not the obligation, to perform the required maintenance, repair or replacement. The cost of any such maintenance, repair or replacement shall be assessed against the nonperforming Unit Owner pursuant to Section 10.4(D) of this Declaration.

ARTICLE IX

THE ASSOCIATION; RIGHTS AND DUTIES; MEMBERSHIP

9.1 Rights, Powers and Duties of the Association. No later than the date on which the first Unit is conveyed to a Purchaser, the Association shall be organized as a nonprofit Arizona corporation. The Association shall be the entity through which the Unit Owners shall act. The Association shall have such rights, powers and duties as are prescribed by law and as are set forth in the Condominium Documents together with such rights, powers and duties as may be reasonably necessary to effectuate the objectives and purposes of the Association as set forth in this Declaration and the Condominium Act. The Association shall have the right to finance capital Improvements in the Condominium by encumbering future Assessments if such action is approved by the written consent or affirmative vote of Unit Owners representing more than fifty percent (50%) of the votes in the Association and by Declarant during the Period of Declarant Control. Unless the Condominium Documents or the Condominium Act specifically require a vote of the Members, approvals or actions to be given or taken by the Association shall be valid if given or taken by the Board. The Association has the specific duty to make available to Declarant, Eligible Mortgage Holders, and Unit Owners during normal business hours, current copies of the Condominium Documents and other books, records and financial statements of the Association as may be requested from time to time by such parties. Such requests shall be in writing, and the Association shall have the right to charge for copying expenses and the reasonable cost of postage, shipping or transmission of the information requested.

9.2 Directors and Officers.

(A) During the Period of Declarant Control, Declarant shall have the right to appoint and remove the members of the Board of Directors and the officers of the Association, and such appointed members and officers need not be Unit Owners.

(B) Upon the termination of the Period of Declarant Control, the Unit Owners shall elect the Board of Directors which must consist of at least three (3) members, all of whom must be Unit Owners, or an individual designated by a corporation, partnership or other non-individual Unit Owner. The Board of Directors elected by the Unit Owners shall then elect the officers of the Association.

(C) Declarant may voluntarily surrender his right to appoint and remove the members of the Board of Directors and the officers of the Association before termination of the Period of Declarant Control, and in that event, Declarant may require, for the duration of the Period of Declarant Control, that specified actions of the Association or the Board of Directors,

as described in a recorded instrument executed by Declarant, be approved by Declarant before they become effective.

9.3 Rules. The Board of Directors, from time to time and subject to the provisions of this Declaration and the Condominium Act, may adopt, amend, and repeal rules and regulations. The Rules may, among other things, restrict and govern the use by any Unit Owner, or by any invitee, tenant, occupant, licensee or lessee of such Unit Owner, of any area within the Condominium subject to the Association's jurisdiction and control; provided, however, that the Rules may not unreasonably discriminate among Unit Owners and shall not be inconsistent with the Condominium Act, the applicable federal and state Fair Housing Acts, this Declaration, the Articles or Bylaws. A copy of the Rules, as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Unit Owner and may be recorded.

9.4 Composition of Members. Each Unit Owner shall be a Member of the Association. The membership of the Association at all times shall consist exclusively of all the Unit Owners. Membership in the Association is mandatory and such Membership and the Common Element Interests thereof are appurtenant thereto, and may not be separated from, ownership of the Unit; provided, however, the Common Element Interests of Units from time to time may be modified or changed as expressly permitted in this Declaration and authorized under the Condominium Act. No Owner during his ownership of a Unit shall have the right to relinquish or terminate his membership in the Association.

9.5 Non-Liability of Officials and Indemnification. To the fullest extent permitted by law, neither Declarant, the Board, nor any committees of the Association nor any member thereof, nor any officers, directors or employees of Declarant or of the Association, shall be liable to any Owner or to the Association or any other person for any damage, loss or prejudice suffered or claimed on account of any decision, course of action, act, inaction, omission, error, negligence or the like made in good faith and which Declarant, the Board or such committees or officers reasonably believed to be within the scope of their respective duties or rights.

To the fullest extent permitted by law, Declarant and every director, officer or committee member of the Association and/or of Declarant (to the extent a claim may be brought by reason of Declarant's appointment, removal or control over members of the Board or its control over the Association or any committee thereof) shall be indemnified by the Association. Every other person serving as an employee or direct agent of the Association, or otherwise acting on behalf of, and at the request of, the Association, may, in the discretion of the Board, be indemnified by the Association.

Any such indemnification shall be limited to all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon such person in connection with any proceeding to which he may be a party or in which he may become involved, by reason of his being or having served in such capacity on behalf of the Association (or in the case of Declarant by reason of having appointed, removed, controlled or failed to control members of the Board, or controlled or failed to control the Association), or incurred in any settlement thereof, whether or not he is a director, officer or member of a committee or serving in such other specified capacity at the time such expenses are incurred.

ARTICLE X
ASSESSMENTS

10.1 Creation of the Lien and Personal Obligation to Pay Assessments. Each Owner, by acceptance of a deed to any Unit, whether or not it shall be so expressed in such deed, agrees and is deemed to covenant and agree to pay to the Association: (i) Common Expense Assessments or other charges, (ii) Special Assessments for capital improvements and other valid purposes, and (iii) individual repair and maintenance assessments, such assessments to be established and collected as herein provided. The Common Expense Assessment and Special Assessments and individual Assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Unit and shall be a continuing lien upon the Unit against which each Assessment is made pursuant to A.R.S. § 33-1256.

Delinquent assessments, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Unit Owner of such Unit at the time when the assessment was levied. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them. The sale or transfer of a Unit shall not relieve the prior Owner thereof from personal liability to pay delinquent assessments, plus interest, costs and attorney's fees. Such obligation shall remain the personal obligation of the defaulting Owner. The new Owner, except a First Mortgagee as set forth herein, shall take title to such Unit subject to the lien of the full amount of the delinquent assessment.

10.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Members and their guests, for the improvement and maintenance of the Common Elements and for all purposes set forth in the Articles, Bylaws and this Declaration. The Board of Directors may provide that assessments include a reserve fund for maintenance, repairs and replacement of those elements of the Common Elements and of property and equipment owned by the Association for the common use and enjoyment of the Members.

10.3 Preparation of Budget.

(A) At least sixty (60) days (or soon thereafter as feasible) before the beginning of the first full fiscal year of the Association after the first Unit is conveyed to a Purchaser and each fiscal year thereafter, the Board of Directors shall adopt a budget for the Association containing an estimate of the total amount of funds which the Board of Directors believes will be required during the ensuing fiscal year to pay all Common Expenses including, but not limited to: (i) the amount required to pay the cost of maintenance, management, operation, repair and replacement of the Common Elements and those parts of the Limited Common Elements and the Units, if any, which the Association has the responsibility of maintaining, repairing and replacing; (ii) the cost of wages, materials, insurance premiums, services, supplies and other expenses required for the administration, operation, maintenance and repair of the Condominium; (iii) the amount required to render to the Unit Owners all services required to be rendered by the Association under the Condominium Documents; and (iv) such amounts as are necessary to provide general operating reserves and reserves for contingencies

and replacements. The budget shall separately reflect any Common Expenses to be assessed against less than all of the Units pursuant to subsections (D) and (E) of Section 10.4 and must include an adequate allocation to reserves as part of the Common Expense Assessment.

(B) Within thirty (30) days after the adoption of a budget, the Board of Directors shall send to each Unit Owner a summary of the budget and a statement of the amount of the Common Expense Assessment assessed against the Unit of the Unit Owner in accordance with Section 10.4 of this Declaration. The failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay his allocable share of the Common Expenses as provided in Section 10.4 of this Declaration and each Unit Owner shall continue to pay the Common Expense Assessment against his Unit as established for the previous fiscal year until notice of the Common Expense Assessment for the new fiscal year has been established by the Board of Directors.

(C) The Board of Directors is expressly authorized to adopt and amend budgets for the Association, and no ratification of any budget by the Unit Owners shall be required.

10.4 Common Expense Assessment.

(A) For each fiscal year of the Association commencing with the fiscal year in which the first Unit is conveyed to a Purchaser, the total amount of the estimated Common Expenses set forth in the budget adopted by the Board of Directors (except for the Common Expenses which are to be assessed against less than all of the Units pursuant to subsections (D) and (E) of this section) shall be assessed against each Unit in proportion to the Unit's Common Expense Liability, except that (i) any Common Expense associated with the maintenance, repair or replacement of a Limited Common Element for which the Association has not undertaken maintenance responsibility shall be equally assessed against the Unit(s) to which the Limited Common Element is assigned; and (ii) any Common Expense or portions of a Common Expense benefiting fewer than all of the Units shall be assessed exclusively against the Units benefited. If the Board of Directors determines during any fiscal year that its funds budgeted or available for that fiscal year are, or will, become inadequate to meet all Common Expenses for any reason, including, without limitation, nonpayment of Assessments by Members, it may increase the Common Expense Assessment for that fiscal year and the revised Common Expense Assessment shall commence on the date designated by the Board of Directors.

(B) The Common Expense Assessments shall commence as to all Units sold to Purchasers in the Condominium on the first day of the month following the conveyance of the first Unit to a Purchaser. The first Common Expense Assessment shall be adjusted according to the number of months remaining in the fiscal year of the Association. The Board of Directors may require that the Common Expense Assessments or Special Assessments be paid in installments. Unless otherwise directed by the Board, Common Expense Assessments shall be paid in monthly installments and shall be due and payable on the first day of each month.

(C) Except as otherwise expressly provided for in this Declaration, all Common Expenses, including, but not limited to, Common Expenses associated with the

maintenance, repair and replacement of a Limited Common Element, and reserves for Common Expenses shall be assessed against all of the Units in accordance with subsection (A) of this section.

(D) If any Common Expense is caused by the negligence or willful conduct, whether by act or omission, of any Unit Owner, the Association shall assess that Common Expense exclusively against that Unit.

(E) Assessments to pay a judgment against the Association may be made only against the Units in the Condominium at the time the judgment was entered, in proportion to their Common Expense Liability.

10.5 Special Assessments. In addition to Common Expense Assessments, the Association may levy, in any fiscal year of the Association, a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement of the Common Elements, including fixtures and personal property related thereto, or for any other lawful Association purpose, provided that any Special Assessment shall have first been approved by Unit Owners representing two-thirds (2/3) of the votes in the Association and who are voting in person or by absentee ballot at a meeting duly called for such purpose, and approved by Declarant during the Period of Declarant Control. Unless otherwise specified by the Board of Directors, Special Assessments shall be due thirty (30) days after they are levied by the Association and notice of the Special Assessment is given to the Unit Owners.

10.6 Notice and Quorum for Any Action Authorized Under Section 10.5. Written notice of any meeting called for the purpose of obtaining the consent of the Members for any action for which the consent of Members is required under Section 10.5 shall be sent to all Members not less than thirty (30) days nor more than fifty (50) days in advance of the meeting. The presence of Members or of proxies entitled to cast fifty percent (50%) of all the votes in the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than fifty (50) days following the preceding meeting.

10.7 Fines and Penalties.

(A) If any Unit Owner, his or her family, or any licensee, invitee, tenant or lessee violates the provisions hereof or other rules of the Association, the Board after providing the Unit Owner with notice of the violation and an opportunity for a hearing as required by law, may levy a fine upon the Unit Owner, may suspend the violator's right to use the Common Elements and may charge such Owner all costs incurred by the Association in connection with enforcement or other action taken by the Association, including attorney's fees and costs incurred. Such violation shall also be grounds for the Association, should it wish, to suspend the said rights of the Unit Owner and its family members, guests and invitees.

(B) The Board may establish a procedure for conducting hearings and imposing penalties. Any fines imposed against the Unit Owner which are not paid within fifteen

(15) days of notice of the due date, may be charged to the Unit Owner of the Unit in question, and may be collected as permitted by law.

(C) In no event shall any fine be imposed for a default or violation, other than a failure to pay Assessments, without first affording the Unit Owner notice and an opportunity for hearing.

10.8 Billing and Collection Procedures.

(A) The Board shall have the right to adopt procedures for the purpose of making, billing and collecting the Assessments. The failure of the Association to send a bill to a Unit Owner shall not relieve such Unit Owner of the Unit Owner's liability for an Assessment. It shall be the responsibility of the Unit Owner to inform the Association in writing of a change of address. The Association shall be under no duty to refund any payments received by the Association even if the ownership of a Unit changes during an Assessment Period. Any successor Unit Owner shall be given credit for any non-refunded prepayments made by a prior Unit Owner.

10.9 Collection Costs and Interest on Delinquent Amounts.

Any delinquent amount shall have added thereto a late charge of the greater of fifteen dollars (\$15.00) or ten percent (10%) of the delinquent amount if such delinquent amount is not paid within fifteen (15) days after the due date. Any delinquent amount shall bear interest from its due date until paid at a rate equal to the greater of twelve percent (12%) per annum, the then prevailing interest rate on loans insured by Bank of America, or such rate as is determined from time to time by the Board. The Unit Owner shall be liable for all costs, including but not limited to demand fees, lien fees, attorneys' fees and collection agency fees, which may be incurred by the Association in collecting any delinquent amount, and such amounts, to the extent permitted by law, shall be deemed a part of the Assessment Lien.

10.10 Subordination of Assessment Lien to Mortgages. The Assessment Lien shall be subordinate to the lien of any First Mortgage. Any First Mortgagee or any other party acquiring title or coming into possession of a Unit through foreclosure of a First Mortgage, purchase at a foreclosure sale or trustee sale, or through any equivalent proceedings, such as, but not limited to, the taking of a deed in lieu of foreclosure, shall acquire title free and clear of any claims for unpaid Assessments, monetary penalties and other charges and fees against the Unit which became payable prior to such sale or transfer. Any delinquent Assessments, monetary penalties and other fees and charges which are extinguished pursuant to this section may be reallocated and assessed to all Units as a Common Expense. Any Assessments, monetary penalties and other fees and charges against the Unit which accrue prior to such sale or transfer shall remain the personal obligation of the defaulting Unit Owner.

10.11 Exemption of Unit Owner. No Unit Owner may exempt himself from liability for payment of Assessments, monetary penalties and other fees and charges levied pursuant to the Condominium Documents by waiver and/or nonuse of any of the Common Elements or by the abandonment of his Unit.

10.12 Certificate of Payment. The Association, or its managing agent, on written request, shall furnish to a lienholder, Unit Owner or Person designated by a Unit Owner, a recordable statement setting forth the amount of unpaid Assessments against his Unit. The statement shall be furnished within twenty (20) business days after receipt of the request and is binding on the Association, the Board of Directors, and every Unit Owner. The Association may charge a reasonable fee in an amount established by the Board of Directors for each such statement. In addition, the Association shall furnish such statements as may be required under A.R.S. § 33-1260 within the time frames set forth therein for compliance.

10.13 No Offsets. All Assessments, monetary penalties and other fees and charges shall be payable in accordance with the provisions of this Declaration, and no offsets against such Assessments, monetary penalties and other fees and charges shall be permitted for any reason, including, without limitation, a claim that the Association is not properly exercising its duties and powers as provided in the Condominium Documents or the Condominium Act.

10.14 Surplus Funds. The Association shall not be obligated to spend in any year all monies received by it in such year, and the Board may carry forward as surplus any balances remaining. The Association shall not be obligated to reduce the amount of the Annual Assessment in the succeeding year if a surplus exists from a prior year. The Association shall be under no obligation to refund any surplus balance, and may transfer surpluses to the reserve account or other account at the Board's discretion.

10.15 Reserves Fund. Upon the closing of the sale of each Unit, each Purchaser shall pay to the Association an amount established by the Board from time to time not to exceed an amount equal to one-fourth (1/4) of the Common Expense Assessment for the Unit for the twelve months following such closing (the "Reserves Fund Contribution") to establish a reserves fund to meet unforeseen expenditures, to purchase any additional equipment or services by or for the Association, or, on a temporary basis, to pay Association expenses such as insurance as they come due in the ordinary course in the event there are not sufficient funds in the Association's general accounts at the time of the due date to pay such expenses; provided, however, that the Board in its discretion shall reimburse the reserves fund for such expenses incurred from Annual Assessments as they are paid by Members. A Reserves Fund Contribution shall continue to be payable upon each subsequent sale of a Unit. Funds paid to the Association pursuant to this Section may be used by the Association for payment of operating expenses or any other purpose permitted under this the Condominium documents. The amounts paid to the Association pursuant to this Section shall be nonrefundable and shall not be considered an advance payment of any Assessments levied by the Association pursuant to this Declaration.

10.16 Administrative Fee. Upon each transfer of title to a Unit, a Purchaser shall pay to the Association, immediately upon becoming the Unit Owner, an Administrative Fee to cover administrative costs of membership transfer in such amount as is established from time to time by the Board, not to exceed the amount permitted under applicable law

ARTICLE XI

INSURANCE

11.1 Scope of Coverage.

(A) Commencing not later than the date of the first conveyance of a Unit to a Purchaser, the Association shall maintain, to the extent reasonably available, the following insurance coverage:

(i) Property insurance on the Common Elements insuring against all risks of direct physical loss commonly insured against, in an amount determined by the Board of Directors; provided, however, that the total amount of insurance shall not be less than one hundred percent (100%) of the current replacement cost of the insured property, exclusive of land, excavations, foundations and other items normally excluded from a master or blanket hazard and multi-peril property insurance policy;

(ii) Comprehensive General Liability insurance, for a limit to be determined by the Board, but not less than \$1,000,000.00 for any single occurrence and \$2,000,000.00 general aggregate. Such insurance shall cover all occurrences commonly insured against for personal injury, death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements;

(iii) Workmen's compensation insurance to the extent necessary to meet the requirements of the laws of Arizona,

(iv) Directors' and officers' liability insurance covering all the directors and officers of the Association in such limits as the Board of Directors may determine from time to time;

(v) Blanket fidelity bonds for all officers, directors and employees of the Association and all other persons handling, or responsible for, funds of or administered by the Association; and

(vi) Such other insurance as the Association shall determine from time to time to be appropriate to protect the Association, the members of the Board of Directors, and/or the Unit Owners.

(B) The insurance policies purchased by the Association shall, to the extent reasonably available, contain the following provisions:

(i) Each Unit Owner shall be an insured under the policy with respect to liability arising out of his ownership of an undivided interest in the Common Elements or his membership in the Association.

(ii) There shall be no subrogation with respect to the Association, its agents, servants, its Board of Directors or officers thereof, and/or employees against Unit Owners and members of their household.

(iii) No act or omission by any Unit Owner, unless acting within the scope of his authority on behalf of the Association, shall void the policy or be a condition to recovery on the policy.

(iv) The coverage afforded by such policy shall be primary and shall not be brought into contribution or proration with any insurance which may be purchased by Unit Owners or their mortgagees or beneficiaries under deeds of trust.

(v) A "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or other Unit Owners.

(vi) The Association shall be the insured for use and benefit of the individual Unit Owners (designated by name if required by the insurer).

(vii) For policies of hazard insurance, a standard mortgagee clause providing that the insurance carrier shall notify the Association and each First Mortgagee named in the policy at least ten (10) days in advance of the effective date of any substantial change in coverage or cancellation of the policy.

(viii) Any insurance trust agreement will be recognized by the insurer.

(ix) Such coverage shall not be contingent upon action by the insurance carrier's board of directors, policyholders or members or permit claims for contribution or assessments to be made against Unit Owners or their Mortgagees, including Eligible Mortgage Holders.

(x) "Agreed Amount," and "Building Ordinance or Law" endorsements, except where expressly not applicable or not available.

11.2 Payment of Premiums. Premiums for all insurance obtained by the Association pursuant to this Article and all deductibles thereunder shall be Common Expenses and shall be paid for by the Association.

11.3 Insurance Required to be Obtained by Unit Owners. Each Unit Owner shall maintain property insurance such Unit Owner's Unit insuring against all risks of direct physical loss commonly insured against; provided, however, that the total amount of insurance shall not be less than one hundred percent (100%) of the current replacement cost of the insured property, exclusive of land, excavations, foundations and other items normally excluded from a master or blanket hazard and multi-peril property insurance policy. The issuance of insurance policies to the Association pursuant to this Article shall not prevent a Unit Owner from obtaining additional or other insurance for his own benefit and at his own expense covering his Unit, his personal property and providing personal liability coverage.

11.4 Non-Liability of Association. Notwithstanding the obligation of the Association to obtain insurance coverage as stated in this Declaration, neither Declarant nor the Association, or their respective officers, directors, employees and agents, shall be liable to any Unit Owner or any other party if any risks or hazards are not covered by the insurance to be maintained by the

Association or if the amount of the insurance is not adequate, and it shall be the responsibility of each Unit Owner to ascertain the coverage and protection afforded by the Association's insurance and to procure and pay for any additional insurance coverage and protection that the Unit Owner may desire.

11.5 Payment of Insurance Proceeds. Any loss covered by property insurance obtained by the Association in accordance with this Article shall be adjusted with the Association and the insurance proceeds shall be payable to the Association and not to any mortgagee or beneficiary under a deed of trust. The Association shall hold any insurance proceeds in trust for Unit Owners and lienholders as their interests may appear, and the proceeds shall be disbursed and applied as provided for in § 33-1253 of the Condominium Act.

11.6 Certificate of Insurance. An insurer that has issued an insurance policy pursuant to this Article of the Declaration shall issue certificates or memoranda of insurance to the Association and, on written request, to any Unit Owner, mortgagee, or beneficiary under a deed of trust. The insurer issuing the policy shall not cancel nor refuse to renew it until thirty (30) days after notice of the proposed cancellation or nonrenewal has been mailed to the Association, each Unit Owner, and each mortgagee or beneficiary under a deed of trust to whom a certificate or memorandum of insurance has been issued at their respective last known address.

ARTICLE XII

EMINENT DOMAIN

In the event that a Unit, Units, the Common Elements, or any portion thereof is acquired by eminent domain, the provisions of the Condominium Act shall govern and control. To the extent not inconsistent therewith, in the event proceedings are initiated by any government or agency thereof, seeking to take by eminent domain the Common Elements, any part thereof or any interest therein, any improvement thereon, or any interest therein, with a value (including loss of value to the balance of the Common Elements and improvements thereof), as reasonably determined by the Association in excess of Ten Thousand Dollars (\$10,000), the Association shall give prompt notice thereof, including a description of the part of or interest in the Common Elements or improvement thereon sought to be so condemned, to all First Mortgagees of Units, all Members, and to Declarant. The Association shall have full power and authority to defend in said proceedings, and to represent the Unit Owners in any negotiations, settlements, and agreements with a condemning authority for acquisition of the Common Elements or part thereof, but the Association shall not enter into any such proceedings, settlement, or agreements, pursuant to which the Common Elements or any part thereof or any interest therein, or any improvement thereon or any part thereof or interest therein is relinquished, without giving all First Mortgagees of Units, all Members, and Declarant at least fifteen (15) days' prior written notice thereof.

In the event, following such proceedings, there is such a taking in condemnation or by eminent domain of a part or all of the Common Elements, the award made for such taking, shall be applied by the Association to such repair and restoration. If the full amount of such award is not expended to repair and restore the Common Elements, the Association shall disburse the net proceeds of such award to the Unit Owners, each Unit Owner to receive one (1) equal share,

except that any portion of the award attributable to the acquisition of a Limited Common Element shall be equally divided among the Unit Owners to which the Limited Common Element was allocated at the time of the acquisition, and provided that the Association shall first pay out of the share of each Unit Owner the amount of any unpaid liens or encumbrances on his Unit in the order of the priority of such liens or encumbrances. No provision of this Declaration or of any other document relating to the Properties shall be deemed to give a Unit Owner or any other party priority over the rights of a First Mortgagee pursuant to a First Mortgage in the case of a distribution to an owner of insurance proceeds or condemnation award for losses to or taking of Units or Common Elements or any combination thereof.

ARTICLE XIII

DISPUTE RESOLUTION

12.1 Agreement To Avoid Litigation. Declarant, the Association, its officers, directors, and committee members, all Persons subject to this Declaration, and any Person not otherwise subject hereto who agrees to submit to this Article (collectively, "Bound Parties") agree to encourage the amicable resolution of disputes within CK Cabins Condominium to which Declarant or the Association is a party, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees that those claims, grievances, or disputes arising out of or relating to the interpretation, application or enforcement of the Governing Documents, or the rights, obligations and duties of any Bound Party under the Governing Documents ("Dispute") other than those described in Section 13.2(A) below shall be submitted to the dispute resolution procedures set forth in this Article XIII.

12.2 Alternative Dispute Resolution.

(A) Except as set forth in this Article XIII, All Disputes shall be subject to arbitration in accordance with this Section 13.2. This Section will apply to any Disputes regardless of whether it involves theories based upon contract, tort, statute or other legal theory, but shall exclude the following Disputes, which shall not be subject to the resolution pursuant to the provisions of Article XIII:

(i) any proceedings initiated by the Association to collect unpaid assessments, fees or other amounts;

(ii) any proceedings initiated by the Association or the Declarant to enforce the use and occupancy restrictions in the Condominium Documents, the architectural, design and landscape controls and the obligations regarding maintenance of Units set forth in this Declaration;

(iii) any proceedings initiated by the Association or the Declarant to enforce the Condominium Documents or the Rules;

(iv) any proceedings initiated by the Association to enforce a contract entered into by the Association with vendors providing services or materials to the Association;

(v) any suit by Declarant or the Association to obtain a temporary restraining order or injunction (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve Declarant's or the Association's ability to act under and enforce rules under any applicable covenants; or

(vi) any suit which otherwise would be barred by any applicable statute of limitations.

(B) Any person wishing to pursue resolution of, or a remedy for, a Dispute (the "Claimant"), must give written notice of the Dispute to the Person or Persons believed to be responsible for the circumstances causing the Dispute, or believed to be responsible for remedying those circumstances (in either case, the "Respondent"). The notice must set forth in reasonable detail the circumstances alleged to give rise to the Dispute and the remedy or other action sought by the Claimant.

(C) Following delivery of such a notice, the Respondent shall be afforded a reasonable opportunity to meet with or otherwise communicate with the Claimant for a discussion of the circumstances giving rise to the Dispute and possible resolution of the Dispute and an examination of any physical conditions or written instruments giving rise to the Dispute.

(D) If the Dispute is not resolved to the satisfaction of the Claimant and the Respondent by negotiation within 30 days following delivery of the original notice by the Claimant and the Claimant wishes to pursue the Dispute further, the Claimant shall have 180 days following delivery of the original notice by the Claimant to submit the Dispute to final and binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as modified or as otherwise provided in this Section 13.2. If the Claimant does not submit the Dispute to arbitration within 180 days delivery of the original notice by the Claimant, the Claimant shall be deemed to have waived any claims related to the Dispute, and all other parties to the Dispute shall be released and discharged from any and all liability to the Claimant on account of the Dispute; provided, nothing herein shall release or discharge any party from any liability to persons who are not a party to the proceedings. An arbitration pursuant to this Section 13.2 shall not be combined with any other arbitration without the consent of all parties to this arbitration.

(E) The parties to the Dispute shall cooperate in good faith to ensure that all necessary and appropriate parties are included in the arbitration proceeding. No person shall be required to participate in the arbitration proceeding if (i) all parties against whom the person would have necessary or permissive cross-claims or counterclaims (a "Necessary Party") are not or cannot be joined in the arbitration proceedings, or (ii) the enforcement of this Section 13.2 would materially impair insurance coverage for the person that would have otherwise provided the person protection with respect to the Dispute. If any party to an arbitration determines in good faith that it cannot join a Necessary Party in the arbitration or that its insurance coverage applicable to the Dispute would be materially impaired, the party may elect not to participate in the arbitration and allow any claims against it to be determined by other legal proceedings. If a party makes such an election, it must give written notice of its election to all other parties in the arbitration. Within 10 days following receipt of such a notice, any other party to the arbitration

that would (or reasonably might) be adversely affected by the absence of the party that elected not to participate may likewise elect not to participate in the arbitration by giving written notice to all other remaining parties. If any party wishes to contest whether a party electing not to participate in the arbitration is entitled to make that election, it shall commence a legal action seeking a judicial determination of the validity of the election and arbitration proceedings will be stayed until that issue is finally determined judicially. Any such judicial proceeding to determine the validity of an election not to participate in arbitration shall deal only with that issue and shall not be used for a determination of the issues being decided in the arbitration.

(F) Any arbitration proceedings shall be held in the Phoenix, Arizona metropolitan area, unless otherwise agreed by the parties and the arbitrator.

(G) A single arbitrator shall be selected. The arbitrator shall have served as a judge of the Arizona Superior Court, the Arizona Court of Appeals, or the Arizona Supreme Court, by appointment of the Governor or by county election. The arbitrator shall be neutral and impartial and shall not have any relationship to the parties or interest in the Properties. The parties to the Dispute shall meet to select the arbitrator within 10 days after the Dispute is submitted to final and binding arbitration pursuant to this Section 13.2. If an arbitrator resigns or becomes unwilling or unable to continue to serve as an arbitrator for the subject Dispute, a replacement shall be selected in accordance with this Section 13.2.

(H) The arbitrator shall promptly commence the arbitration proceeding at the earliest convenient date in light of all of the facts and circumstances and shall conduct the proceeding without undue delay. The arbitrator may require one or more pre-hearing conferences.

(I) The parties to the Dispute shall be entitled to limited discovery only, consisting of the exchange between the parties of the following matters: (i) witness lists; (ii) expert witness designations; (iii) expert witness reports; (iv) exhibits; (v) reports of testing or inspections of any property subject to the Dispute; and (vi) trial briefs. Any other discovery shall be permitted by the arbitrator upon a showing of good cause or based on the mutual agreement of the parties to the Dispute. The arbitrator shall oversee discovery and may enforce all discovery orders in the same manner as any trial court judge.

(J) The arbitrator shall have the power to hear and dispose of motions, including motions to dismiss, motions for judgment on the pleadings, and summary judgment motions, in the same manner as a trial court judge, except the arbitrator shall also have the power to adjudicate summary issues of fact or law including the availability of remedies, whether or not the issue adjudicated could dispose of an entire cause of action or defense.

(K) THE DECISION AND AWARD WILL BE MADE BY THE ARBITRATOR WITHOUT A COURT TRIAL AND WITHOUT A JURY. Each party to the arbitration WAIVES THE RIGHT TO HAVE THE DISPUTE RESOLVED BY A JURY OR BY A COURT and agrees to accept the award of the arbitrator as final. The arbitrator shall decide all issues in the Dispute by strictly applying Arizona law, and this Section 13.2. Subject to the limitations imposed in this Section 13.2, the arbitrator shall have the authority to try all issues, whether of fact or law. The arbitrator shall render a final decision in writing no later than 60 days following the conclusion of the arbitration proceedings, or such longer period as the parties

to the Dispute mutually agree in writing. The arbitrator's award may be enforced as provided for in the Uniform Arbitration Act, A.R.S. §12-1501, et seq., or such similar law governing enforcement of awards in a trial court as is applicable in the jurisdiction in which the arbitration is held if not Arizona.

(L) Notwithstanding contrary provisions of the commercial arbitration rules or any other provision of this Section 13.2, the arbitrator in any proceeding shall not have the power to award punitive or consequential damages; however, the arbitrator shall have the power to grant all other legal and equitable remedies and award compensatory damages if applicable.

(M) Each party to the Dispute shall bear all of its own costs incurred prior to and during the arbitration proceedings, including the fees and costs of its attorneys or other representatives, discovery costs, and expenses of witnesses produced by the party. Each party to the Dispute shall share equally all charges of the arbitrator unless otherwise agreed to by the parties.

(N) If the parties to a Dispute resolve the Dispute through negotiation, and any party thereafter fails to abide by the terms of the agreed resolution, or if an arbitration award is made in accordance with this Section 13.2 and any party to the Dispute thereafter fails to comply with award, then the other party to the Dispute may file suit or initiate administrative proceedings to enforce the agreed or awarded terms without the need to again comply with the procedures set forth in this Section 13.2. In that event, the party taking action to enforce the terms of the award shall be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties pro rata), all expenses reasonably incurred to enforce the agreed or awarded terms including attorneys' fees, witness fees, costs and all litigation-related expenses.

(O) All papers, documents, briefs, written communication, testimony transcripts as well as any and all arbitration decisions shall be confidential and not disclosed to anyone other than the arbitrator, the parties to the Dispute, the attorneys of the parties to the Dispute and expert witness (where applicable to their testimony), except to the extent any disclosure is required by applicable laws or order of any court, or except with the prior written consent of all parties to the Dispute, confidential information may be disclosed to third parties. Prior to disclosure, all third parties must agree in writing to keep such information confidential.

(P) Nothing in this Section shall be considered to toll, stay, reduce, or extend any applicable statute of limitations. All statutes of limitation applicable to claims that are subject to arbitration pursuant to the alternative dispute resolution provisions of this Section shall apply to the commencement of proceedings pursuant to this Section and nothing herein shall be construed to mean that any arbitrator shall have authority to consider Disputes that would otherwise be barred by applicable statutes of limitation.

12.3 Disputes between Owners. In the event of a Dispute between two or more Owners not covered by the dispute resolution provisions of Section 13.2, the Owners are hereby strongly encouraged (but not required) to employ the dispute resolution procedures set forth above for resolution of the Dispute. The Association Board may offer such mediation, conciliation and other services as may be desired by the affected Owners to assist with resolution of the Dispute, but shall have no power or authority to make binding decisions regarding the

matter in issue between the Owners. The preceding sentence shall in no way be construed as limiting power or authority the Association Board might otherwise have to enforce and construe the provisions of this Declaration for the Association's own purposes.

12.4 Amendments. Prior to the expiration of the Period of Declarant Control, the provisions of this Article may not be amended without the written approval of Declarant.

ARTICLE IV

GENERAL PROVISIONS

12.5 Enforcement. The Association, or any Unit Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens or charges now or hereafter imposed by the provisions of the Condominium Documents. Failure by the Association or by any Unit Owner to enforce any covenant or restriction contained in the Condominium Documents shall in no event be deemed a waiver of the right to do so thereafter. To the extent this Declaration grants Declarant, the Association or any Unit Owner the right to use summary abatement or similar means to enforce the restrictions set forth in this Declaration, judicial proceedings must be instituted before any items of construction can be altered or demolished. Each Unit Owner shall be subject to all rights and duties assigned to Unit Owners under this Declaration.

12.6 Disclosures and Unit Owner Acknowledgments. By acceptance of a deed for a Unit within the Condominium, each Unit Owner, for itself and its respective tenants, occupants, and guests shall be deemed to have acknowledged, agreed to, and accepted the following:

(A) Declarant was not responsible for the original construction of the Property, and the Property was not originally constructed to be sold as condominium units, but was originally constructed as and has been operated as a commercial resort community. The Condominium and each Unit do not include warranties typical of new construction. Each Unit and the Unit Owner's undivided interest in the Common Elements, is being sold by Declarant "AS IS", without any warranties, expressed or implied, unless specifically agreed to by Declarant in a separate agreement, and any and all implied warranties, are hereby specifically excluded from the sale of the Unit by Declarant and by accepting a deed conveying an interest in a Unit and Common Elements, each Unit Owner expressly waives any such implied warranty.

(B) It is the nature of a condominium that noise may be audible from one unit to the next (and from outside the units) regardless of sound proofing measures that are attempted. Each Unit Owner consents, for itself and its respective tenants, occupants, and guests, to accept the Unit subject to noise and sound impacts from nearby Units, the Common Elements, and other property in the vicinity of the Condominium and to accept responsibility for minimizing noise transmission from the Unit and adhering to any Rules of the Association which are designed to minimize noise transmission. Each Unit Owner acknowledges that there will usually be some audio awareness of one's neighbors, depending upon the situation. Each Unit Owner acknowledges that Declarant has not made any written or oral representation or warranty concerning the sound insulation capabilities of the Units and that in any condominium sound may be audible between Units.

12.7 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

12.8 Termination of Condominium. Subject to the further provisions of this Declaration regarding First Mortgagee notice and consent requirements, the Condominium may be terminated only in the manner provided for in the Condominium Act.

12.9 Amendment.

(A) Except in cases of amendments that may be executed by Declarant in the exercise of a Development Right, or by the Association or certain Unit Owners pursuant to the Condominium Act, the terms hereof may, at any time, be amended by the Association; provided, however, that except as provided elsewhere in this Declaration or in the Condominium Act, any amendments made by the Association shall be approved by at least sixty-seven percent (67%) of the total votes held by Unit Owners and shall be made only by an instrument in writing signed by the President and Secretary of the Association and recorded with the County Recorder of Apache County, Arizona within thirty (30) days after adoption of the amendment. During the Period of Declarant Control, any amendment or attempted revocation hereof shall be approved in writing by Declarant.

(B) An amendment to the Declaration shall not terminate or decrease any unexpired Development Right, Special Declarant Right or Period of Declarant Control unless Declarant approves the amendment in writing

(C) Notwithstanding the above, during the Period of Declarant Control, Declarant shall have the right, without any vote or consent whatsoever, to amend this Declaration of its own volition and to make such changes as Declarant shall in its sole discretion deem proper, including changes to Common Elements.

(D) Except as expressly provided in the Condominium Act and in this Declaration, an amendment to the Declaration shall not create or increase Special Declarant Rights, increase the number of Units or change the boundaries of any Unit, the allocated interest of a Unit, or the use as to which any Unit is restricted, in the absence of unanimous consent of the Unit Owners.

12.10 Remedies Cumulative. Each remedy provided herein is cumulative and not exclusive.

12.11 Notices. All notices, demands, statements or other communications required to be given or served under this Declaration shall be in writing and shall be deemed to have been duly given and served if delivered personally or sent by United States mail, postage prepaid, return receipt requested, addressed as follows: (i) if to a Unit Owner, at the address at which the Unit Owner shall designate in writing and file with the Association or, if no such address is designated, at the address of the Unit of such Unit Owner; or (ii) if to the Association or Declarant, to PO Box 80316, Phoenix, AZ 85060, or such other address as shall be designated by notice in writing to the Unit Owners pursuant to this section. A Unit Owner may change his address on file with the Association for receipt of notices by delivering a written notice of

change of address to the Association pursuant to this section. A notice given by mail, whether regular, certified or registered, shall be deemed to have been received by the person to whom the notice was addressed on the earlier of the date the notice is actually received or three days after the notice is mailed. If a Unit is owned by more than one person, notice to one of the Unit Owners shall constitute notice to all Unit Owners of the same Unit. Each Unit Owner shall file his correct mailing address with the Association and shall promptly notify the Association in writing of any subsequent change of address.

12.12 Binding Effect. By acceptance of a deed or by acquiring any ownership interest in any portion of the Condominium, each Person, for himself his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, easements, rules, and regulations now or hereafter imposed by the Condominium Documents and any amendments thereof. In addition, each such Person by so doing thereby acknowledges that the Condominium Documents set forth a general scheme for the improvement and development of the real property covered thereby and hereby evidences his interest that all the restrictions, conditions, covenants, easements, rules, and regulations contained in the Condominium Documents shall run with the land and be binding on all subsequent and future Unit Owners, grantees, purchasers, assignees, and transferees thereof. Furthermore, each such Person fully understands and acknowledges that the Condominium Documents shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future Unit Owners. Declarant, its successors, assigns and grantees, covenants and agrees that the Units and the membership in the Association and the other rights created by the Condominium Documents shall not be separated or separately conveyed and each shall be deemed to be conveyed or encumbered with its respective Unit even though the description in the instrument of conveyance or encumbrance may refer only to the Unit.

12.13 Notice of Resale. Each Unit Owner must notify the Association, in writing, not less than ten (10) business days prior to the closing of any sale of such Unit Owner's Unit, of the name and address of the purchaser thereof.

12.14 Gender. The singular, wherever used in this Declaration, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions of this Declaration apply to either entities or individuals, or men or women, shall in all cases be assumed as though in each case fully expressed.

12.15 Topic Headings. The marginal or topical headings of the sections contained in this Declaration are for convenience only and do not define, limit or construe the contents of the sections or of this Declaration.

12.16 Survival of Liability. The termination of membership in the Association shall not relieve or release any such former Unit Owner or Member from any liability or obligation incurred under, or in any way connected with, the Association during the period of such ownership or membership, or impair any rights or remedies which the Association may have against such former Owner or Member arising out of, or in any way connected with, such ownership or membership and the covenants and obligations incident thereto.

12.17 Construction. In the event of any discrepancies, inconsistencies or conflicts between the provisions of this Declaration and the Articles, Bylaws, or the Association Rules, the provisions of this Declaration shall prevail.

12.18 Joint and Several Liability. In the case of joint ownership of a Unit, the liabilities and obligations of each of the joint Unit Owners set forth in, or imposed by, the Condominium Documents shall be joint and several.

12.19 Guests and Tenants. Each Unit Owner shall, to the extent permitted by Arizona law, be responsible for compliance by his agents, tenants, guests, invitees, licensees and their respective servants, agents, and employees with the provisions of the Condominium Documents. A Unit Owner's failure to ensure compliance by such persons shall be grounds for the same action available to the Association or any other Unit Owner by reason of such Unit Owner's own noncompliance.

12.20 Attorneys' Fees. In the event Declarant, the Association or any Unit Owner employs an attorney or attorneys to enforce an Assessment Lien or to collect any amounts due from a Unit Owner or to enforce compliance with or recover damages for any violation or noncompliance with the Condominium Documents, the prevailing party in any such action shall be entitled to recover his reasonable attorneys' fees incurred in the action from the other party.

12.21 Number of Days. In computing the number of days for purposes of any provision of the Condominium Documents, all days shall be counted including Saturdays, Sundays and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or holiday.

12.22 Declarant's Disclaimer of Representations. While Declarant has no reason to believe that any of the provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any provisions of this Declaration. Any Unit Owner acquiring a Unit in reliance on one or more of the provisions in this Declaration shall assume all risks of the validity and enforceability thereof and by acquiring the Unit agrees to hold Declarant harmless therefrom.

12.23 No Absolute Liability. No provision of the Condominium Documents shall be interpreted or construed as imposing on Unit Owners absolute liability for damage to the Common Elements or the Units. Unit Owners shall only be responsible for damage to the Common Elements or Units caused by the Unit Owners' negligence or intentional acts, whether by act or omission.

12.24 Original Construction; Ownership. Pursuant to this Declaration, the Property is being converted from single family rental units to the Condominium. According to Apache County records, Tom Donato and/or his related entities and associates, was the original developer, builder and contractor for the Property. The original construction for the buildings on Units 202 - 206, were completed between 1995 and 2006. Structures to be constructed on Units 201 and 207 are not yet under construction.

A search of the records of the Apache County Recorder indicates that since 1995, the following entities have had ownership interests in the Property: Tom Donato, Brandon Bell and their related entities or associates 1995-2007; Doug Sandahl with Greer Lodge Resorts, LLC and Cattle Kates Lodge LLC 2007-current.

12.25 Additional Information. Upon written request to Declarant in the manner provided in the Declaration, Declarant will provide the name and address of any builder, developer, general contractor, subcontractors, architects and engineers who designed or made improvements to the property immediately before the first Unit was sold, and a specific description of all improvements made.

IN WITNESS WHEREOF, Declarant has executed this Declaration on the day and year first above written.

DECLARANT:

CATTLE KATES LODGE LLC, an Arizona
limited liability company

By: _____
Douglas C. Sandahl, Member

STATE OF ARIZONA)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Douglas C. Sandahl, member of Cattle Kates Lodge LLC, an Arizona limited liability company, on behalf of the limited liability company.

Notary Public

Cattle Kates Condominium Subdivision

FINAL PLAT REQUIREMENTS

No lot proposed to be created through the regular subdivision of a parcel shall be sold or offered for sale until a final plat has been approved by the Planning and Zoning Commission and the Board of Supervisors.

1. X The final plat shall be clearly and legibly drawn in black, waterproof, India ink or an equivalent medium upon heavy duty matte mylar and shall be an original; twenty-four (24) inches by thirty-six (36) inches. A marginal line shall be drawn around each sheet leaving an entirely blank margin of two (2) inches on all sides. A minimum scale of one (1) inch to one hundred feet (1"=100') shall be used on subdivisions of small lots, less than one (1) acre in size) and a minimum scale of one (1) inch to two hundred feet (1"=200') for subdivision where the average lots are one (1) acre or larger, to show all details and enough sheets shall be used to accomplish this end.
2. X The subdivider shall also furnish the Planning and Zoning Commission with one (1) permanently reproducible copy and eighteen (18) prints of the final plat when submitting the tracing.
3. X The final drawings or plats shall contain the following information:
 - A. The subdivision name and the general location of the subdivision.
 - B. A north point and scale on the drawing and the date.
 - C. Accurately drawn boundaries showing the proper bearings and dimensions of all boundary lines of the subdivision, properly tied to public survey monument(s).
 - D. The names, widths, length, bearings and curve data on center lines of proposed public streets, alleys, or easements; also the boundaries, bearings, and dimensions of all portions within the subdivision intended to be dedicated to the use of the public; the line dimensions, bearings and numbers of all lots and blocks are to be numbered or lettered consecutively under a definite system. All proposed streets shall be named or numbered in conformance with the existing system of the area, if any in coordination with the county 911 addressing and road numbering system.
 - E. The locations of all required monuments, with size and material indicated.
 - F. The description and locations of all monuments set and established by the County or the United States Government that are adjacent to or near the proposed subdivision.
4. X The standard forms approved by the Planning and Zoning Commission lettered for the following:
 - A. Description of land to be included in subdivision
 - B. Registered professional Engineer and/or Land Surveyor's "Certificate of Survey"
 - C. Notary Public's acknowledgement
 - D. Planning and Zoning Director's Signature of Approval
 - E. Planning and Zoning Commission's Certificate of Approval
 - F. Clerk of the Board Signature of Approval
 - G. Board of Supervisor's Certificate of Approval

Cattle Kates Condominium Subdivision

H. The plat shall show ties by bearing and distance to two (2) section or quarter corner pins to demonstrate a more exact location of the total development.

5. _____ **Digital Submission of Final Plat**
Will be completed prior to submittal to Recorders Office.
6. _____ **Soils Report for Roadways**
There are no roads in this subdivision.
7. _____ **Utilities**
Utilities are currently in place or to the property.
8. _____ **Dedications**
All shown on plat.
9. _____ **Public Water and Sewer, Required Documentation**
Sewer managed by the Greer Sanitary District. Water will be demonstrated for Public Report.
10. _____ **Signage**
Signage will remain similar to how it currently exists.
11. _____ **Guarantee of Performance**
No bond required as there are no public improvements. Notes on plat adequately address easements for parking and future removal of patio.
12. _____ **Checking fee-** \$500.00 plus \$10.00 per lot, \$10.00 will be charged each additional time checking is necessary.

Final Inspection and Release

At the completion of the work, or not less than sixty (60) days prior to the completion of construction, the County Engineer shall make an inspection of the improvements and shall submit a report to the Board of Supervisors, setting forth the conditions of such facilities.

NOTES:

The Commission recommends that a representative or the Subdivider who is capable of making changes or decisions in the plans being submitted to the Commission shall be present at the meeting for accepting the Final Plat for review.

The developer should submit each stage of the plans to the Planning and Zoning Department at least *twenty-one (21) days* prior to the public hearing date for the Planning

Cattle Kates Condominium Subdivision

and Zoning Commission. Each submittal will be checked for conformity to the Subdivision resolution by the Planning Director prior to being reviewed by the Commission.

No lot shall be sold within such subdivision until the final plat thereof has been so approved and recorded, and the required bond or other assurance has been posted with the Clerk of the Board of Supervisors as above. Approval of the final plat by the Planning and Zoning Commission shall not be deemed as the acceptance of the dedication of any street, public way or ground by the County, such dedication shall occur only upon approval by the Board of Supervisors and the recording of the approved plat. In the event that the subdivision lies in the unincorporated area of the County, but within (3) miles of the corporate boundaries of any Municipality, the final plat must show the recommendation of the Municipal Planning and Zoning Commission, if one is organized, and the Town or City Council of the Municipality.

APPROVED BY THE PLANNING AND ZONING COMMISSION
March 31, 2006

AMENDMENTS APPROVED BY THE PLANNING AND ZONING COMMISSION
September 7, 2006

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

Finance Department

Date/Signature:

Describe in detail what you want to say to the Board and what action you want the Board to take:

Approval of Demands

BOS Meeting Date Requested

PRE-AGENDA ITEM REVIEW

Review Routing / /Legal / /Finance / /Purchasing / /Human Resource / /Other:

Legal Review:

Signature:

Finance Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

Apache County
AP Transactions above \$1000
1/6/2015 Thru 1/13/2015

| Invoice Number | Vendor Name | G/L Date | GL Account | Full Org Set Description | Invoice Description | Transaction Amount |
|----------------|--|------------|---|--|---|--------------------|
| 10 | DEWITT, COLLIN J | 01/07/2015 | 100-0400-43100 - Professional Services | General Fund-Board of Supervisors - Gen | Professional Services | 1,600.00 |
| 8091 | S R ROBERTS INC | 01/08/2015 | 100-9100-41000 - Supplies | General Fund-School Superintendent | Account Payable Checks | 1,217.80 |
| 13467 | LOWES COMPANIES INC | 01/08/2015 | 212-5100-46000 - Assets under \$5000 | Health Services-Health Services | Assets under \$5000 | 1,491.13 |
| 24646 | CS&S COMPUTER SYSTEMS | 01/07/2015 | 202-8000-42200 - Computer Software Under \$5000 | County Library-Apache County Library | Computer tracking software licenses | 2,270.10 |
| 30934 | ASHTONS REPAIR INC | 01/07/2015 | 205-4300-43910 - Automotive Repairs and Maint | Roads-Roads Engineer | sign truck repair | 1,903.80 |
| 32738 | BRADCO | 01/07/2015 | 205-4700-41150 - Oil | Roads-Roads Ganado | Bulk oil for trucks & equipment. | 1,972.43 |
| 39542 | NEW WORLD SYSTEMS CORPORATION | 01/08/2015 | 100-1101-49040 - Maintenance Agreements | General Fund-IT Capital Improvements | Maintenance Agreements | 76,904.00 |
| DEC2014 | AZ DEPT OF RISK MANAGEMENT | 01/07/2015 | 100-2114 - Risk Management | General Fund | Risk Management | 403.74 |
| DEC2014 | AZ DEPT OF RISK MANAGEMENT | 01/07/2015 | 227-2114 - Risk Management | Juvenile High Risk Court | Risk Management | 2.96 |
| DEC2014 | AZ DEPT OF RISK MANAGEMENT | 01/07/2015 | 239-2114 - Risk Management | Local Court Automation | Risk Management | 1.52 |
| DEC2014 | AZ DEPT OF RISK MANAGEMENT | 01/07/2015 | 241-2114 - Risk Management | State Aid to Probation | Risk Management | 166.10 |
| DEC2014 | AZ DEPT OF RISK MANAGEMENT | 01/07/2015 | 244-2114 - Risk Management | Probation Services | Risk Management | 122.90 |
| DEC2014 | AZ DEPT OF RISK MANAGEMENT | 01/07/2015 | 245-2114 - Risk Management | CASA | Risk Management | 2.62 |
| DEC2014 | AZ DEPT OF RISK MANAGEMENT | 01/07/2015 | 246-2114 - Risk Management | Adult Intensive Supervision | Risk Management | 356.36 |
| DEC2014 | AZ DEPT OF RISK MANAGEMENT | 01/07/2015 | 249-2114 - Risk Management | Juvenile Treatment Services | Risk Management | 6.16 |
| DEC2014 | AZ DEPT OF RISK MANAGEMENT | 01/07/2015 | 251-2114 - Risk Management | J.I.P.S | Risk Management | 35.50 |
| DEC2014 | AZ DEPT OF RISK MANAGEMENT | 01/07/2015 | 254-2114 - Risk Management | State Adult Enhancement Fund | Risk Management | 304.42 |
| DEC2014 | AZ DEPT OF RISK MANAGEMENT | 01/07/2015 | 264-2114 - Risk Management | Detention Equalization | Risk Management | 6.05 |
| DEC2014 | AZ DEPT OF RISK MANAGEMENT | 01/07/2015 | 268-2114 - Risk Management | Field Trainer | Risk Management | 1.56 |
| DEC2014 | AZ DEPT OF RISK MANAGEMENT | 01/07/2015 | 276-2114 - Risk Management | Drug Treatment and Education | Risk Management | 0.72 |
| DEC2014 | AZ DEPT OF RISK MANAGEMENT | 01/07/2015 | 280-2114 - Risk Management | Diversion Intake | Risk Management | 2.12 |
| DEC2014 | AZ DEPT OF RISK MANAGEMENT | 01/07/2015 | 281-2114 - Risk Management | Diversion Consequence | Risk Management | 37.52 |
| DEC2014 | AZ DEPT OF RISK MANAGEMENT | 01/07/2015 | 282-2114 - Risk Management | Drug Testing | Risk Management | 28.62 |
| DEC2014 | AZ DEPT OF RISK MANAGEMENT | 01/07/2015 | 285-2114 - Risk Management | Case Processing Assistance | Risk Management | 0.62 |
| DEC2014 | AZ DEPT OF RISK MANAGEMENT | 01/07/2015 | 289-2114 - Risk Management | Community Punishment | Risk Management | 16.66 |
| DEC2014 | AZ DEPT OF RISK MANAGEMENT | 01/07/2015 | 297-2114 - Risk Management | Fill the Gap, Courts | Risk Management | 33.06 |
| DEC2014 | AZ DEPT OF RISK MANAGEMENT | 01/07/2015 | 341-2114 - Risk Management | Juvenile Jail District | Risk Management | 732.89 |
| DEC14 | KATHLEEN M MCGUIRE PSY D LLC | 01/07/2015 | 249-3700-43100 - Professional Services | Juvenile Treatment Services-Juvenile Probation | Professional Services | 150.00 |
| DEC14 | KATHLEEN M MCGUIRE PSY D LLC | 01/07/2015 | 289-3510-43100 - Professional Services | Community Punishment-Sex Offender | Professional Services | 1,887.50 |
| 180915 | GOODYEAR AUTO SERVICE | 01/07/2015 | 205-4700-41130 - Tires | Roads-Roads Ganado | Tires to be utilized for truck #163 due to wearing out. | 3,813.22 |
| 180953 | GOODYEAR AUTO SERVICE | 01/07/2015 | 205-4700-41130 - Tires | Roads-Roads Ganado | TIRES | (3,813.22) |
| 180954 | GOODYEAR AUTO SERVICE | 01/07/2015 | 205-4700-41130 - Tires | Roads-Roads Ganado | TIRES | 3,813.22 |
| 201412 | LAW OFFICE OF MARSHA GREGORY | 01/08/2015 | 100-3000-43100 - Professional Services | General Fund-Public Defender | Professional Services | 8,500.00 |
| 330691 | 4 RIVERS EQUIPMENT LLC | 01/07/2015 | 205-4700-43900 - Repairs and Maintenance | Roads-Roads Ganado | Steering valve utilized for grader #153. | 1,083.10 |
| 578093 | D & H PETROLEUM & ENVIRONMENTAL SERVICES | 01/07/2015 | 205-4600-43100 - Professional Services | Roads-Roads St Johns | fuel line repair | 2,864.15 |
| 613244 | CHEVRON USA INC | 01/07/2015 | 100-0100-43310 - Travel and Training Expense | General Fund-Assessor | GASOLINE & TRAVEL | 59.94 |
| 613244 | CHEVRON USA INC | 01/07/2015 | 100-0404-41160 - Gasoline | General Fund-Board of Supervisors - MGR | GASOLINE & TRAVEL | 10.53 |
| 613244 | CHEVRON USA INC | 01/07/2015 | 100-2800-43310 - Travel and Training Expense | General Fund-Recorder | GASOLINE & TRAVEL | 101.48 |
| 613244 | CHEVRON USA INC | 01/07/2015 | 100-3700-41160 - Gasoline | General Fund-Juvenile Probation | GASOLINE & TRAVEL | 339.81 |
| 613244 | CHEVRON USA INC | 01/07/2015 | 100-9100-43310 - Travel and Training Expense | General Fund-School Superintendent | GASOLINE & TRAVEL | 72.07 |
| 613244 | CHEVRON USA INC | 01/07/2015 | 205-4300-43310 - Travel and Training Expense | Roads-Roads Engineer | GASOLINE & TRAVEL | 40.85 |
| 613244 | CHEVRON USA INC | 01/07/2015 | 205-4800-41160 - Gasoline | Roads-Roads Chinle | GASOLINE & TRAVEL | 80.30 |
| 613244 | CHEVRON USA INC | 01/07/2015 | 205-4800-41260 - Fuel Oil Diesel | Roads-Roads Chinle | GASOLINE & TRAVEL | 336.16 |
| 613244 | CHEVRON USA INC | 01/07/2015 | 212-5128-43310 - Travel and Training Expense | Health Services-AZNN Grant Exp. | GASOLINE & TRAVEL | 22.55 |
| 2014003 | CAPPS, MELODY | 01/07/2015 | 100-0200-43100 - Professional Services | General Fund-Attorney | Professional Services | 1,615.00 |
| 12172014 | EMILY L DANIES ATTORNEY AT LAW | 01/07/2015 | 100-3000-43100 - Professional Services | General Fund-Public Defender | Professional Services | 1,320.00 |
| 12222014 | LOWES #24 | 01/08/2015 | 100-0462-44090 - Aid to Other Entities | General Fund-BOS - District II | purchase food for Senior Centers | 1,288.26 |
| 12222014 | WHITING, MICHAEL B | 01/08/2015 | 334-0200-43312 - Business Meals | Attorney Diversion-Attorney | Business Meals | 38.46 |
| 25113227 | TYLER TECHNOLOGIES INC | 01/08/2015 | 450-0400-48560 - Computer Software | Tyler Technology-Board of Supervisors - Gen | Convert Problematic CPs | 4,000.00 |
| 601435594 | HILLYARD INC | 01/07/2015 | 340-3400-41250 - Cleaning and Sanitation Supplies | Jail District-Jail | Cleaning Supplies | 1,593.61 |
| 830877804 | THOMSON REUTERS WEST | 01/08/2015 | 203-2900-49070 - Books and Periodicals | Library-Superior Court | Books and Periodicals | 1,713.95 |
| 830901159 | THOMSON REUTERS WEST | 01/08/2015 | 100-0200-49070 - Books and Periodicals | General Fund-Attorney | Books and Periodicals | 2,038.27 |
| 6097975902 | THOMSON REUTERS WEST | 01/08/2015 | 100-2000-49070 - Books and Periodicals | General Fund-JP Round Valley | Books and Periodicals | 1,065.00 |
| 6097975902 | THOMSON REUTERS WEST | 01/08/2015 | 100-2020-49070 - Books and Periodicals | General Fund-Springerville Magistrate | Books and Periodicals | 532.50 |
| 6097975902 | THOMSON REUTERS WEST | 01/08/2015 | 100-2021-49070 - Books and Periodicals | General Fund-Eagar Magistrate | Books and Periodicals | 532.50 |
| 1426962IN | AZ BOILER COMPANY INC | 01/07/2015 | 340-3400-43900 - Repairs and Maintenance | Jail District-Jail | Repairs and Maintenance | 1,800.00 |
| 1G592048 | GOLIGHTLY TIRE | 01/07/2015 | 205-4700-41130 - Tires | Roads-Roads Ganado | Tires for District 2 Unit #150 | 2,977.64 |
| 2015-00000354 | APACHE COUNTY HSA | 01/15/2015 | 100-2121 - HSA Employer | General Fund | HSA - Health Savings Account Employee* | 427.00 |
| 2015-00000354 | APACHE COUNTY HSA | 01/15/2015 | 100-2221 - HSA Employee | General Fund | HSA - Health Savings Account Employee* | 1,028.17 |

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| 2015-00000354 | APACHE COUNTY HSA | 01/15/2015 | 202-2121 - HSA Employer | County Library | HSA - Health Savings Account Employee* | 50.00 |
| 2015-00000354 | APACHE COUNTY HSA | 01/15/2015 | 205-2121 - HSA Employer | Roads | HSA - Health Savings Account Employee* | 25.00 |
| 2015-00000354 | APACHE COUNTY HSA | 01/15/2015 | 205-2221 - HSA Employee | Roads | HSA - Health Savings Account Employee* | 12.50 |
| 2015-00000354 | APACHE COUNTY HSA | 01/15/2015 | 212-2121 - HSA Employer | Health Services | HSA - Health Savings Account Employee* | 125.00 |
| 2015-00000354 | APACHE COUNTY HSA | 01/15/2015 | 212-2221 - HSA Employee | Health Services | HSA - Health Savings Account Employee* | 445.83 |
| 2015-00000354 | APACHE COUNTY HSA | 01/15/2015 | 230-2121 - HSA Employer | Criminal Justice, Attorney | HSA - Health Savings Account Employee* | 43.50 |
| 2015-00000354 | APACHE COUNTY HSA | 01/15/2015 | 230-2221 - HSA Employee | Criminal Justice, Attorney | HSA - Health Savings Account Employee* | 183.21 |
| 2015-00000354 | APACHE COUNTY HSA | 01/15/2015 | 230-2121 - HSA Employer | Accent/Attorney | HSA - Health Savings Account Employee* | 20.00 |
| 2015-00000354 | APACHE COUNTY HSA | 01/15/2015 | 243-2121 - HSA Employee | Accent/Attorney | HSA - Health Savings Account Employee* | 84.56 |
| 2015-00000354 | APACHE COUNTY HSA | 01/15/2015 | 243-2221 - HSA Employee | Victim's Assistance | HSA - Health Savings Account Employee* | 23.00 |
| 2015-00000354 | APACHE COUNTY HSA | 01/15/2015 | 260-2121 - HSA Employer | Victim's Assistance | HSA - Health Savings Account Employee* | 103.50 |
| 2015-00000354 | APACHE COUNTY HSA | 01/15/2015 | 260-2221 - HSA Employee | Prosecution Recovery Attorney | HSA - Health Savings Account Employee* | 36.50 |
| 2015-00000354 | APACHE COUNTY HSA | 01/15/2015 | 294-2121 - HSA Employer | Prosecution Recovery Attorney | HSA - Health Savings Account Employee* | 155.15 |
| 2015-00000354 | APACHE COUNTY HSA | 01/15/2015 | 294-2221 - HSA Employee | Prosecution Recovery Attorney | HSA - Health Savings Account Employee* | 45,850.32 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 100-2120 - Health Insurance Employer | General Fund | BENPRE - Benefit Pre Tax* | 8,987.64 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 100-2220 - Health Insurance Employee | General Fund | BENPRE - Benefit Pre Tax* | 235.88 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 100-2230 - Voluntary Withholding | General Fund | BENPRE - Benefit Pre Tax* | 8,666.00 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 202-2120 - Health Insurance Employer | County Library | BENPRE - Benefit Pre Tax* | 1,795.00 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 202-2220 - Health Insurance Employee | County Library | BENPRE - Benefit Pre Tax* | 14.75 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 202-2230 - Voluntary Withholding | County Library | BENPRE - Benefit Pre Tax* | 23,704.50 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 205-2120 - Health Insurance Employer | Roads | BENPRE - Benefit Pre Tax* | 4,353.75 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 205-2220 - Health Insurance Employee | Roads | BENPRE - Benefit Pre Tax* | 247.25 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 205-2230 - Voluntary Withholding | Roads | BENPRE - Benefit Pre Tax* | 9,318.00 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 212-2120 - Health Insurance Employer | Health Services | BENPRE - Benefit Pre Tax* | 1,490.00 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 212-2220 - Health Insurance Employee | Health Services | BENPRE - Benefit Pre Tax* | 135.10 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 212-2230 - Voluntary Withholding | Health Services | BENPRE - Benefit Pre Tax* | 470.00 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 218-2120 - Health Insurance Employer | GIS | BENPRE - Benefit Pre Tax* | 115.00 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 218-2220 - Health Insurance Employee | GIS | BENPRE - Benefit Pre Tax* | 8.60 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 218-2230 - Voluntary Withholding | GIS | BENPRE - Benefit Pre Tax* | 613.94 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 224-2120 - Health Insurance Employer | Sheriff's Grants | BENPRE - Benefit Pre Tax* | 79.25 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 224-2220 - Health Insurance Employee | Sheriff's Grants | BENPRE - Benefit Pre Tax* | 237.00 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 226-2120 - Health Insurance Employer | Emergency Services | BENPRE - Benefit Pre Tax* | 15.00 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 226-2220 - Health Insurance Employee | Emergency Services | BENPRE - Benefit Pre Tax* | 237.00 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 227-2120 - Health Insurance Employer | Juvenile High Risk Court | BENPRE - Benefit Pre Tax* | 15.00 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 227-2220 - Health Insurance Employee | Juvenile High Risk Court | BENPRE - Benefit Pre Tax* | 365.40 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 230-2120 - Health Insurance Employer | Criminal Justice, Attorney | BENPRE - Benefit Pre Tax* | 104.77 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 230-2220 - Health Insurance Employee | Criminal Justice, Attorney | BENPRE - Benefit Pre Tax* | 17.27 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 230-2230 - Voluntary Withholding | Criminal Justice, Attorney | BENPRE - Benefit Pre Tax* | 1,410.00 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 236-2120 - Health Insurance Employer | D.P. Services Schools | BENPRE - Benefit Pre Tax* | 355.00 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 236-2220 - Health Insurance Employee | D.P. Services Schools | BENPRE - Benefit Pre Tax* | 19.75 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 236-2230 - Voluntary Withholding | D.P. Services Schools | BENPRE - Benefit Pre Tax* | 118.50 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 239-2120 - Health Insurance Employer | Local Court Automation | BENPRE - Benefit Pre Tax* | 5.00 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 239-2220 - Health Insurance Employee | Local Court Automation | BENPRE - Benefit Pre Tax* | 29.85 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 240-2120 - Health Insurance Employer | Jail Enhancement | BENPRE - Benefit Pre Tax* | 7.93 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 240-2220 - Health Insurance Employee | Jail Enhancement | BENPRE - Benefit Pre Tax* | 0.33 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 240-2230 - Voluntary Withholding | Jail Enhancement | BENPRE - Benefit Pre Tax* | 1,058.50 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 241-2120 - Health Insurance Employer | State Aid to Probation | BENPRE - Benefit Pre Tax* | 235.00 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 241-2220 - Health Insurance Employee | State Aid to Probation | BENPRE - Benefit Pre Tax* | 13.60 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 241-2230 - Voluntary Withholding | State Aid to Probation | BENPRE - Benefit Pre Tax* | 370.10 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 243-2120 - Health Insurance Employer | Accent/Attorney | BENPRE - Benefit Pre Tax* | 97.44 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 243-2220 - Health Insurance Employee | Accent/Attorney | BENPRE - Benefit Pre Tax* | 8.12 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 243-2230 - Voluntary Withholding | Accent/Attorney | BENPRE - Benefit Pre Tax* | 359.00 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 244-2120 - Health Insurance Employer | Probation Services | BENPRE - Benefit Pre Tax* | 15.00 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 244-2220 - Health Insurance Employee | Probation Services | BENPRE - Benefit Pre Tax* | 10.50 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 244-2230 - Voluntary Withholding | Probation Services | BENPRE - Benefit Pre Tax* | 470.00 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 245-2120 - Health Insurance Employer | CASA | BENPRE - Benefit Pre Tax* | 115.00 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 245-2220 - Health Insurance Employee | CASA | BENPRE - Benefit Pre Tax* | 6.25 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 245-2230 - Voluntary Withholding | CASA | BENPRE - Benefit Pre Tax* | 1,656.00 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 246-2120 - Health Insurance Employer | Adult Intensive Supervision | BENPRE - Benefit Pre Tax* | 317.50 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 246-2220 - Health Insurance Employee | Adult Intensive Supervision | BENPRE - Benefit Pre Tax* | |

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| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 246-2230 - Voluntary Withholding | Adult Intensive Supervision | BENPRE - Benefit Pre Tax* | 8.60 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 249-2120 - Health Insurance Employer | Juvenile Treatment Services | BENPRE - Benefit Pre Tax* | 237.00 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 249-2220 - Health Insurance Employee | Juvenile Treatment Services | BENPRE - Benefit Pre Tax* | 10.00 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 249-2230 - Voluntary Withholding | Juvenile Treatment Services | BENPRE - Benefit Pre Tax* | 26.25 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 251-2120 - Health Insurance Employer | J.I.P.S | BENPRE - Benefit Pre Tax* | 242.00 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 251-2220 - Health Insurance Employee | J.I.P.S | BENPRE - Benefit Pre Tax* | 57.50 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 254-2120 - Health Insurance Employer | State Adult Enhancement Fund | BENPRE - Benefit Pre Tax* | 2,115.00 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 254-2220 - Health Insurance Employee | State Adult Enhancement Fund | BENPRE - Benefit Pre Tax* | 527.50 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 254-2230 - Voluntary Withholding | State Adult Enhancement Fund | BENPRE - Benefit Pre Tax* | 10.25 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 256-2120 - Health Insurance Employer | Account/Sheriff | BENPRE - Benefit Pre Tax* | 707.00 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 256-2220 - Health Insurance Employee | Account/Sheriff | BENPRE - Benefit Pre Tax* | 135.00 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 256-2230 - Voluntary Withholding | Account/Sheriff | BENPRE - Benefit Pre Tax* | 7.00 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 260-2120 - Health Insurance Employer | Victim's Assistance | BENPRE - Benefit Pre Tax* | 315.91 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 260-2220 - Health Insurance Employee | Victim's Assistance | BENPRE - Benefit Pre Tax* | 26.05 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 260-2230 - Voluntary Withholding | Victim's Assistance | BENPRE - Benefit Pre Tax* | 5.80 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 263-2120 - Health Insurance Employer | Bad Check Prosecution | BENPRE - Benefit Pre Tax* | 159.80 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 263-2220 - Health Insurance Employee | Bad Check Prosecution | BENPRE - Benefit Pre Tax* | 39.10 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 264-2120 - Health Insurance Employer | Detention Equalization | BENPRE - Benefit Pre Tax* | 237.00 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 264-2220 - Health Insurance Employee | Detention Equalization | BENPRE - Benefit Pre Tax* | 10.00 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 268-2120 - Health Insurance Employer | Field Trainer | BENPRE - Benefit Pre Tax* | 212.44 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 268-2220 - Health Insurance Employee | Field Trainer | BENPRE - Benefit Pre Tax* | 56.51 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 276-2120 - Health Insurance Employer | Drug Treatment and Education | BENPRE - Benefit Pre Tax* | 59.25 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 276-2220 - Health Insurance Employee | Drug Treatment and Education | BENPRE - Benefit Pre Tax* | 2.50 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 280-2120 - Health Insurance Employer | DvERSION Intake | BENPRE - Benefit Pre Tax* | 177.75 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 280-2220 - Health Insurance Employee | DvERSION Intake | BENPRE - Benefit Pre Tax* | 7.50 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 281-2120 - Health Insurance Employer | DvERSION Consequence | BENPRE - Benefit Pre Tax* | 352.50 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 281-2220 - Health Insurance Employee | DvERSION Consequence | BENPRE - Benefit Pre Tax* | 96.26 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 281-2230 - Voluntary Withholding | DvERSION Consequence | BENPRE - Benefit Pre Tax* | 5.25 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 282-2120 - Health Insurance Employer | Drug Testing | BENPRE - Benefit Pre Tax* | 3.50 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 285-2120 - Health Insurance Employer | Case Processing Assistance | BENPRE - Benefit Pre Tax* | 56.40 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 285-2220 - Health Insurance Employee | Case Processing Assistance | BENPRE - Benefit Pre Tax* | 15.00 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 289-2120 - Health Insurance Employer | Community Punishment | BENPRE - Benefit Pre Tax* | 117.50 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 289-2220 - Health Insurance Employee | Community Punishment | BENPRE - Benefit Pre Tax* | 28.74 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 294-2120 - Health Insurance Employer | Prosecution Recovery Attorney | BENPRE - Benefit Pre Tax* | 306.60 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 294-2220 - Health Insurance Employee | Prosecution Recovery Attorney | BENPRE - Benefit Pre Tax* | 87.24 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 294-2230 - Voluntary Withholding | Prosecution Recovery Attorney | BENPRE - Benefit Pre Tax* | 12.13 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 297-2120 - Health Insurance Employer | Fill the Gap, Courts | BENPRE - Benefit Pre Tax* | 956.22 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 297-2220 - Health Insurance Employee | Fill the Gap, Courts | BENPRE - Benefit Pre Tax* | 228.29 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 297-2230 - Voluntary Withholding | Fill the Gap, Courts | BENPRE - Benefit Pre Tax* | 1.10 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 334-2120 - Health Insurance Employer | Attorney DvERSION | BENPRE - Benefit Pre Tax* | 38.87 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 334-2220 - Health Insurance Employee | Attorney DvERSION | BENPRE - Benefit Pre Tax* | 2.46 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 340-2120 - Health Insurance Employer | Jail District | BENPRE - Benefit Pre Tax* | 13,024.65 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 340-2220 - Health Insurance Employee | Jail District | BENPRE - Benefit Pre Tax* | 2,061.82 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 340-2230 - Voluntary Withholding | Jail District | BENPRE - Benefit Pre Tax* | 140.89 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 341-2120 - Health Insurance Employer | Juvenile Jail District | BENPRE - Benefit Pre Tax* | 4,173.50 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 341-2220 - Health Insurance Employee | Juvenile Jail District | BENPRE - Benefit Pre Tax* | 715.25 |
| 2015-00000355 | APACHE COUNTY MEDICAL | 01/15/2015 | 341-2230 - Voluntary Withholding | Juvenile Jail District | BENPRE - Benefit Pre Tax* | 88.25 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 100-2110 - SS Employer | General Fund | FED - Federal Tax Withholding* | 16,810.57 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 100-2111 - Medicare Employer | General Fund | FED - Federal Tax Withholding* | 3,968.62 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 100-2210 - SS Employee | General Fund | FED - Federal Tax Withholding* | 16,810.52 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 100-2211 - Medicare Employee | General Fund | FED - Federal Tax Withholding* | 3,968.62 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 100-2260 - Federal Tax Withholding | General Fund | FED - Federal Tax Withholding* | 27,315.42 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 100-2261 - State Tax Withholding | General Fund | FED - Federal Tax Withholding* | 6,924.97 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 202-2110 - SS Employer | County Library | FED - Federal Tax Withholding* | 1,441.22 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 202-2111 - Medicare Employer | County Library | FED - Federal Tax Withholding* | 337.04 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 202-2210 - SS Employee | County Library | FED - Federal Tax Withholding* | 1,441.22 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 202-2211 - Medicare Employee | County Library | FED - Federal Tax Withholding* | 337.04 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 202-2260 - Federal Tax Withholding | County Library | FED - Federal Tax Withholding* | 1,126.66 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 202-2261 - State Tax Withholding | County Library | FED - Federal Tax Withholding* | 541.84 |

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| | | | | Roads | FED - Federal Tax Withholding* | 6,415.16 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 205-2110 - SS Employer | Roads | FED - Federal Tax Withholding* | 1,500.34 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 205-2111 - Medicare Employer | Roads | FED - Federal Tax Withholding* | 6,415.16 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 205-2210 - SS Employee | Roads | FED - Federal Tax Withholding* | 1,500.34 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 205-2211 - Medicare Employee | Roads | FED - Federal Tax Withholding* | 6,542.26 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 205-2260 - Federal Tax Withholding | Roads | FED - Federal Tax Withholding* | 1,487.48 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 205-2261 - State Tax Withholding | Roads | FED - Federal Tax Withholding* | 2,121.51 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 212-2110 - SS Employer | Health Services | FED - Federal Tax Withholding* | 496.17 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 212-2111 - Medicare Employer | Health Services | FED - Federal Tax Withholding* | 2,121.51 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 212-2210 - SS Employee | Health Services | FED - Federal Tax Withholding* | 496.17 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 212-2211 - Medicare Employee | Health Services | FED - Federal Tax Withholding* | 2,112.72 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 212-2260 - Federal Tax Withholding | Health Services | FED - Federal Tax Withholding* | 899.51 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 212-2261 - State Tax Withholding | Health Services | FED - Federal Tax Withholding* | 102.61 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 218-2110 - SS Employer | GIS | FED - Federal Tax Withholding* | 24.00 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 218-2111 - Medicare Employer | GIS | FED - Federal Tax Withholding* | 102.61 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 218-2210 - SS Employee | GIS | FED - Federal Tax Withholding* | 24.00 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 218-2211 - Medicare Employee | GIS | FED - Federal Tax Withholding* | 65.94 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 218-2260 - Federal Tax Withholding | GIS | FED - Federal Tax Withholding* | 26.13 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 218-2261 - State Tax Withholding | GIS | FED - Federal Tax Withholding* | 274.10 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 224-2110 - SS Employer | Sheriff's Grants | FED - Federal Tax Withholding* | 64.11 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 224-2111 - Medicare Employer | Sheriff's Grants | FED - Federal Tax Withholding* | 274.12 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 224-2210 - SS Employee | Sheriff's Grants | FED - Federal Tax Withholding* | 64.11 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 224-2211 - Medicare Employee | Sheriff's Grants | FED - Federal Tax Withholding* | 441.79 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 224-2260 - Federal Tax Withholding | Sheriff's Grants | FED - Federal Tax Withholding* | 44.78 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 224-2261 - State Tax Withholding | Sheriff's Grants | FED - Federal Tax Withholding* | 81.46 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 226-2110 - SS Employer | Emergency Services | FED - Federal Tax Withholding* | 19.05 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 226-2111 - Medicare Employer | Emergency Services | FED - Federal Tax Withholding* | 81.46 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 226-2210 - SS Employee | Emergency Services | FED - Federal Tax Withholding* | 19.05 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 226-2211 - Medicare Employee | Emergency Services | FED - Federal Tax Withholding* | 135.70 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 226-2260 - Federal Tax Withholding | Emergency Services | FED - Federal Tax Withholding* | 46.68 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 226-2261 - State Tax Withholding | Emergency Services | FED - Federal Tax Withholding* | 42.65 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 227-2110 - SS Employee | Juvenile High Risk Court | FED - Federal Tax Withholding* | 9.97 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 227-2111 - Medicare Employer | Juvenile High Risk Court | FED - Federal Tax Withholding* | 42.65 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 227-2210 - SS Employee | Juvenile High Risk Court | FED - Federal Tax Withholding* | 9.97 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 227-2211 - Medicare Employee | Juvenile High Risk Court | FED - Federal Tax Withholding* | 51.99 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 227-2260 - Federal Tax Withholding | Juvenile High Risk Court | FED - Federal Tax Withholding* | 4.86 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 227-2261 - State Tax Withholding | Juvenile High Risk Court | FED - Federal Tax Withholding* | 212.45 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 230-2110 - SS Employer | Criminal Justice, Attorney | FED - Federal Tax Withholding* | 49.69 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 230-2111 - Medicare Employer | Criminal Justice, Attorney | FED - Federal Tax Withholding* | 212.50 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 230-2210 - SS Employee | Criminal Justice, Attorney | FED - Federal Tax Withholding* | 49.70 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 230-2211 - Medicare Employee | Criminal Justice, Attorney | FED - Federal Tax Withholding* | 246.44 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 230-2260 - Federal Tax Withholding | Criminal Justice, Attorney | FED - Federal Tax Withholding* | 71.48 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 230-2261 - State Tax Withholding | Criminal Justice, Attorney | FED - Federal Tax Withholding* | 507.69 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 236-2110 - SS Employer | D.P. Services Schools | FED - Federal Tax Withholding* | 118.73 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 236-2111 - Medicare Employer | D.P. Services Schools | FED - Federal Tax Withholding* | 507.69 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 236-2210 - SS Employee | D.P. Services Schools | FED - Federal Tax Withholding* | 118.73 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 236-2211 - Medicare Employee | D.P. Services Schools | FED - Federal Tax Withholding* | 681.50 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 236-2260 - Federal Tax Withholding | D.P. Services Schools | FED - Federal Tax Withholding* | 245.08 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 236-2261 - State Tax Withholding | D.P. Services Schools | FED - Federal Tax Withholding* | 33.50 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 239-2110 - SS Employer | Local Court Automation | FED - Federal Tax Withholding* | 7.83 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 239-2111 - Medicare Employer | Local Court Automation | FED - Federal Tax Withholding* | 33.50 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 239-2210 - SS Employee | Local Court Automation | FED - Federal Tax Withholding* | 7.83 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 239-2211 - Medicare Employee | Local Court Automation | FED - Federal Tax Withholding* | 8.60 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 239-2261 - State Tax Withholding | Local Court Automation | FED - Federal Tax Withholding* | 4.73 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 240-2110 - SS Employer | Jail Enhancement | FED - Federal Tax Withholding* | 1.10 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 240-2111 - Medicare Employer | Jail Enhancement | FED - Federal Tax Withholding* | 4.73 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 240-2210 - SS Employee | Jail Enhancement | FED - Federal Tax Withholding* | 1.10 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 240-2211 - Medicare Employee | Jail Enhancement | FED - Federal Tax Withholding* | 2.97 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 240-2260 - Federal Tax Withholding | Jail Enhancement | FED - Federal Tax Withholding* | 0.90 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 240-2261 - State Tax Withholding | Jail Enhancement | FED - Federal Tax Withholding* | |

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|----------------|-------------------------------|------------|------------------------------------|--------------------------------|--------------------------------|--------------------|
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 241-2110 - SS Employer | State Aid to Probation | FED - Federal Tax Withholding* | 244.59 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 241-2111 - Medicare Employer | State Aid to Probation | FED - Federal Tax Withholding* | 57.21 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 241-2210 - SS Employee | State Aid to Probation | FED - Federal Tax Withholding* | 244.59 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 241-2211 - Medicare Employee | State Aid to Probation | FED - Federal Tax Withholding* | 57.21 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 241-2260 - Federal Tax Withholding | State Aid to Probation | FED - Federal Tax Withholding* | 241.75 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 241-2261 - State Tax Withholding | State Aid to Probation | FED - Federal Tax Withholding* | 121.08 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 243-2110 - SS Employer | Accent/Attorney | FED - Federal Tax Withholding* | 153.91 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 243-2111 - Medicare Employer | Accent/Attorney | FED - Federal Tax Withholding* | 35.99 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 243-2210 - SS Employee | Accent/Attorney | FED - Federal Tax Withholding* | 153.88 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 243-2211 - Medicare Employee | Accent/Attorney | FED - Federal Tax Withholding* | 35.99 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 243-2260 - Federal Tax Withholding | Accent/Attorney | FED - Federal Tax Withholding* | 133.48 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 243-2261 - State Tax Withholding | Probation Services | FED - Federal Tax Withholding* | 46.59 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 244-2110 - SS Employer | Probation Services | FED - Federal Tax Withholding* | 169.78 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 244-2111 - Medicare Employer | Probation Services | FED - Federal Tax Withholding* | 39.70 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 244-2210 - SS Employee | Probation Services | FED - Federal Tax Withholding* | 169.78 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 244-2211 - Medicare Employee | Probation Services | FED - Federal Tax Withholding* | 39.70 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 244-2260 - Federal Tax Withholding | Probation Services | FED - Federal Tax Withholding* | 179.52 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 244-2261 - State Tax Withholding | Probation Services | FED - Federal Tax Withholding* | 12.97 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 245-2110 - SS Employer | CASA | FED - Federal Tax Withholding* | 51.07 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 245-2111 - Medicare Employer | CASA | FED - Federal Tax Withholding* | 11.94 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 245-2210 - SS Employee | CASA | FED - Federal Tax Withholding* | 51.07 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 245-2211 - Medicare Employee | CASA | FED - Federal Tax Withholding* | 11.94 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 245-2260 - Federal Tax Withholding | CASA | FED - Federal Tax Withholding* | 38.52 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 245-2261 - State Tax Withholding | CASA | FED - Federal Tax Withholding* | 19.33 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 246-2110 - SS Employer | Adult Intensive Supervision | FED - Federal Tax Withholding* | 480.33 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 246-2111 - Medicare Employer | Adult Intensive Supervision | FED - Federal Tax Withholding* | 112.34 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 246-2210 - SS Employee | Adult Intensive Supervision | FED - Federal Tax Withholding* | 480.33 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 246-2211 - Medicare Employee | Adult Intensive Supervision | FED - Federal Tax Withholding* | 112.34 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 246-2260 - Federal Tax Withholding | Adult Intensive Supervision | FED - Federal Tax Withholding* | 580.07 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 246-2261 - State Tax Withholding | Adult Intensive Supervision | FED - Federal Tax Withholding* | 252.03 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 249-2110 - SS Employer | Juvenile Treatment Services | FED - Federal Tax Withholding* | 135.75 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 249-2111 - Medicare Employer | Juvenile Treatment Services | FED - Federal Tax Withholding* | 31.75 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 249-2210 - SS Employee | Juvenile Treatment Services | FED - Federal Tax Withholding* | 135.75 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 249-2211 - Medicare Employee | Juvenile Treatment Services | FED - Federal Tax Withholding* | 31.75 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 249-2260 - Federal Tax Withholding | Juvenile Treatment Services | FED - Federal Tax Withholding* | 261.91 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 249-2261 - State Tax Withholding | Juvenile Treatment Services | FED - Federal Tax Withholding* | 81.36 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 251-2110 - SS Employer | J.I.P.S | FED - Federal Tax Withholding* | 106.81 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 251-2111 - Medicare Employer | J.I.P.S | FED - Federal Tax Withholding* | 24.98 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 251-2210 - SS Employee | J.I.P.S | FED - Federal Tax Withholding* | 106.81 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 251-2211 - Medicare Employee | J.I.P.S | FED - Federal Tax Withholding* | 24.98 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 251-2260 - Federal Tax Withholding | J.I.P.S | FED - Federal Tax Withholding* | 81.38 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 251-2261 - State Tax Withholding | J.I.P.S | FED - Federal Tax Withholding* | 25.19 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 252-2110 - SS Employer | Recorder Document Storage Fund | FED - Federal Tax Withholding* | 19.32 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 252-2111 - Medicare Employer | Recorder Document Storage Fund | FED - Federal Tax Withholding* | 4.52 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 252-2210 - SS Employee | Recorder Document Storage Fund | FED - Federal Tax Withholding* | 19.32 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 252-2211 - Medicare Employee | Recorder Document Storage Fund | FED - Federal Tax Withholding* | 4.52 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 252-2260 - Federal Tax Withholding | Recorder Document Storage Fund | FED - Federal Tax Withholding* | 20.00 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 252-2261 - State Tax Withholding | Recorder Document Storage Fund | FED - Federal Tax Withholding* | 15.89 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 254-2110 - SS Employer | State Adult Enhancement Fund | FED - Federal Tax Withholding* | 395.71 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 254-2111 - Medicare Employer | State Adult Enhancement Fund | FED - Federal Tax Withholding* | 92.56 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 254-2210 - SS Employee | State Adult Enhancement Fund | FED - Federal Tax Withholding* | 395.71 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 254-2211 - Medicare Employee | State Adult Enhancement Fund | FED - Federal Tax Withholding* | 92.56 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 254-2260 - Federal Tax Withholding | State Adult Enhancement Fund | FED - Federal Tax Withholding* | 313.55 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 254-2261 - State Tax Withholding | State Adult Enhancement Fund | FED - Federal Tax Withholding* | 100.88 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 256-2110 - SS Employer | Accent/Sheriff | FED - Federal Tax Withholding* | 207.67 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 256-2111 - Medicare Employer | Accent/Sheriff | FED - Federal Tax Withholding* | 48.57 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 256-2210 - SS Employee | Accent/Sheriff | FED - Federal Tax Withholding* | 207.67 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 256-2211 - Medicare Employee | Accent/Sheriff | FED - Federal Tax Withholding* | 48.57 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 256-2260 - Federal Tax Withholding | Accent/Sheriff | FED - Federal Tax Withholding* | 197.70 |

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| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 256-2261 - State Tax Withholding | Accent/Sheriff | FED - Federal Tax Withholding* | 112.24 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 260-2110 - SS Employer | Victim's Assistance | FED - Federal Tax Withholding* | 74.31 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 260-2111 - Medicare Employer | Victim's Assistance | FED - Federal Tax Withholding* | 17.38 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 260-2210 - SS Employee | Victim's Assistance | FED - Federal Tax Withholding* | 74.32 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 260-2211 - Medicare Employee | Victim's Assistance | FED - Federal Tax Withholding* | 17.38 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 260-2260 - Federal Tax Withholding | Victim's Assistance | FED - Federal Tax Withholding* | 24.19 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 260-2261 - State Tax Withholding | Victim's Assistance | FED - Federal Tax Withholding* | 47.82 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 263-2110 - SS Employer | Bad Check Prosecution | FED - Federal Tax Withholding* | 24.64 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 263-2111 - Medicare Employer | Bad Check Prosecution | FED - Federal Tax Withholding* | 5.76 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 263-2210 - SS Employee | Bad Check Prosecution | FED - Federal Tax Withholding* | 24.64 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 263-2211 - Medicare Employee | Bad Check Prosecution | FED - Federal Tax Withholding* | 5.76 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 263-2260 - Federal Tax Withholding | Bad Check Prosecution | FED - Federal Tax Withholding* | 41.56 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 263-2261 - State Tax Withholding | Bad Check Prosecution | FED - Federal Tax Withholding* | 17.72 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 264-2110 - SS Employer | Detention Equalization | FED - Federal Tax Withholding* | 91.75 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 264-2111 - Medicare Employer | Detention Equalization | FED - Federal Tax Withholding* | 21.46 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 264-2210 - SS Employee | Detention Equalization | FED - Federal Tax Withholding* | 91.75 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 264-2211 - Medicare Employee | Detention Equalization | FED - Federal Tax Withholding* | 21.46 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 264-2260 - Federal Tax Withholding | Detention Equalization | FED - Federal Tax Withholding* | 35.71 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 264-2261 - State Tax Withholding | Detention Equalization | FED - Federal Tax Withholding* | 18.38 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 268-2110 - SS Employer | Field Trainer | FED - Federal Tax Withholding* | 36.80 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 268-2111 - Medicare Employer | Field Trainer | FED - Federal Tax Withholding* | 8.61 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 268-2210 - SS Employee | Field Trainer | FED - Federal Tax Withholding* | 36.81 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 268-2211 - Medicare Employee | Field Trainer | FED - Federal Tax Withholding* | 8.61 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 268-2260 - Federal Tax Withholding | Field Trainer | FED - Federal Tax Withholding* | 29.99 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 268-2261 - State Tax Withholding | Field Trainer | FED - Federal Tax Withholding* | 18.69 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 276-2110 - SS Employer | Drug Treatment and Education | FED - Federal Tax Withholding* | 15.62 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 276-2111 - Medicare Employer | Drug Treatment and Education | FED - Federal Tax Withholding* | 3.65 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 276-2210 - SS Employee | Drug Treatment and Education | FED - Federal Tax Withholding* | 15.62 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 276-2211 - Medicare Employee | Drug Treatment and Education | FED - Federal Tax Withholding* | 3.65 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 276-2260 - Federal Tax Withholding | Drug Treatment and Education | FED - Federal Tax Withholding* | 14.01 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 276-2261 - State Tax Withholding | Drug Treatment and Education | FED - Federal Tax Withholding* | 8.02 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 280-2110 - SS Employer | Diversion Intake | FED - Federal Tax Withholding* | 46.86 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 280-2111 - Medicare Employer | Diversion Intake | FED - Federal Tax Withholding* | 10.96 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 280-2210 - SS Employee | Diversion Intake | FED - Federal Tax Withholding* | 46.86 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 280-2211 - Medicare Employee | Diversion Intake | FED - Federal Tax Withholding* | 10.96 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 280-2260 - Federal Tax Withholding | Diversion Intake | FED - Federal Tax Withholding* | 42.01 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 280-2261 - State Tax Withholding | Diversion Intake | FED - Federal Tax Withholding* | 24.05 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 281-2110 - SS Employer | Diversion Consequence | FED - Federal Tax Withholding* | 45.97 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 281-2111 - Medicare Employer | Diversion Consequence | FED - Federal Tax Withholding* | 10.74 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 281-2210 - SS Employee | Diversion Consequence | FED - Federal Tax Withholding* | 45.98 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 281-2211 - Medicare Employee | Diversion Consequence | FED - Federal Tax Withholding* | 10.74 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 281-2260 - Federal Tax Withholding | Diversion Consequence | FED - Federal Tax Withholding* | 9.50 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 281-2261 - State Tax Withholding | Diversion Consequence | FED - Federal Tax Withholding* | 8.04 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 282-2110 - SS Employer | Drug Testing | FED - Federal Tax Withholding* | 39.62 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 282-2111 - Medicare Employer | Drug Testing | FED - Federal Tax Withholding* | 9.27 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 282-2210 - SS Employee | Drug Testing | FED - Federal Tax Withholding* | 39.62 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 282-2211 - Medicare Employee | Drug Testing | FED - Federal Tax Withholding* | 9.27 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 282-2260 - Federal Tax Withholding | Drug Testing | FED - Federal Tax Withholding* | 77.29 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 282-2261 - State Tax Withholding | Drug Testing | FED - Federal Tax Withholding* | 4.68 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 285-2110 - SS Employer | Case Processing Assistance | FED - Federal Tax Withholding* | 14.48 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 285-2111 - Medicare Employer | Case Processing Assistance | FED - Federal Tax Withholding* | 3.39 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 285-2210 - SS Employee | Case Processing Assistance | FED - Federal Tax Withholding* | 14.48 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 285-2211 - Medicare Employee | Case Processing Assistance | FED - Federal Tax Withholding* | 3.39 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 285-2260 - Federal Tax Withholding | Case Processing Assistance | FED - Federal Tax Withholding* | 47.82 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 285-2261 - State Tax Withholding | Case Processing Assistance | FED - Federal Tax Withholding* | 11.52 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 289-2110 - SS Employer | Community Punishment | FED - Federal Tax Withholding* | 21.28 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 289-2111 - Medicare Employer | Community Punishment | FED - Federal Tax Withholding* | 4.98 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 289-2210 - SS Employee | Community Punishment | FED - Federal Tax Withholding* | 21.27 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 289-2211 - Medicare Employee | Community Punishment | FED - Federal Tax Withholding* | 4.98 |

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| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 289-2260 - Federal Tax Withholding | Community Punishment | FED - Federal Tax Withholding* | 9.49 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 289-2261 - State Tax Withholding | Community Punishment | FED - Federal Tax Withholding* | 5.27 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 294-2110 - SS Employer | Prosecution Recovery Attorney | FED - Federal Tax Withholding* | 171.61 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 294-2111 - Medicare Employer | Prosecution Recovery Attorney | FED - Federal Tax Withholding* | 40.14 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 294-2210 - SS Employee | Prosecution Recovery Attorney | FED - Federal Tax Withholding* | 171.59 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 294-2211 - Medicare Employee | Prosecution Recovery Attorney | FED - Federal Tax Withholding* | 40.13 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 294-2260 - Federal Tax Withholding | Prosecution Recovery Attorney | FED - Federal Tax Withholding* | 174.99 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 294-2261 - State Tax Withholding | Prosecution Recovery Attorney | FED - Federal Tax Withholding* | 55.85 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 297-2110 - SS Employer | Fill the Gap, Courts | FED - Federal Tax Withholding* | 225.85 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 297-2111 - Medicare Employer | Fill the Gap, Courts | FED - Federal Tax Withholding* | 52.82 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 297-2210 - SS Employee | Fill the Gap, Courts | FED - Federal Tax Withholding* | 225.84 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 297-2211 - Medicare Employee | Fill the Gap, Courts | FED - Federal Tax Withholding* | 52.82 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 297-2260 - Federal Tax Withholding | Fill the Gap, Courts | FED - Federal Tax Withholding* | 414.11 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 297-2261 - State Tax Withholding | Fill the Gap, Courts | FED - Federal Tax Withholding* | 126.32 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 334-2110 - SS Employer | Attorney Diversion | FED - Federal Tax Withholding* | 23.81 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 334-2111 - Medicare Employer | Attorney Diversion | FED - Federal Tax Withholding* | 5.57 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 334-2210 - SS Employee | Attorney Diversion | FED - Federal Tax Withholding* | 23.83 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 334-2211 - Medicare Employee | Attorney Diversion | FED - Federal Tax Withholding* | 5.57 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 334-2260 - Federal Tax Withholding | Attorney Diversion | FED - Federal Tax Withholding* | 37.02 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 334-2261 - State Tax Withholding | Attorney Diversion | FED - Federal Tax Withholding* | 12.24 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 340-2110 - SS Employer | Jail District | FED - Federal Tax Withholding* | 3,482.40 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 340-2111 - Medicare Employer | Jail District | FED - Federal Tax Withholding* | 814.44 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 340-2210 - SS Employee | Jail District | FED - Federal Tax Withholding* | 3,482.40 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 340-2211 - Medicare Employee | Jail District | FED - Federal Tax Withholding* | 814.44 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 340-2260 - Federal Tax Withholding | Jail District | FED - Federal Tax Withholding* | 3,598.32 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 340-2261 - State Tax Withholding | Jail District | FED - Federal Tax Withholding* | 1,324.81 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 341-2110 - SS Employer | Juvenile Jail District | FED - Federal Tax Withholding* | 1,106.18 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 341-2111 - Medicare Employer | Juvenile Jail District | FED - Federal Tax Withholding* | 258.71 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 341-2210 - SS Employee | Juvenile Jail District | FED - Federal Tax Withholding* | 1,106.18 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 341-2211 - Medicare Employee | Juvenile Jail District | FED - Federal Tax Withholding* | 258.71 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 341-2260 - Federal Tax Withholding | Juvenile Jail District | FED - Federal Tax Withholding* | 1,068.80 |
| 2015-00000356 | APACHE COUNTY TAX WITHHOLDING | 01/15/2015 | 341-2261 - State Tax Withholding | Juvenile Jail District | FED - Federal Tax Withholding* | 511.16 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 100-2113 - Long Term Disability Employer | General Fund | ASRS - ASRS* | 184.58 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 100-2150 - ASRS Employer | General Fund | ASRS - ASRS* | 18,094.77 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 100-2213 - Long Term Disability Employee | General Fund | ASRS - ASRS* | 184.58 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 100-2250 - ASRS Employee | General Fund | ASRS - ASRS* | 17,657.36 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 202-2113 - Long Term Disability Employer | County Library | ASRS - ASRS* | 28.26 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 202-2150 - ASRS Employer | County Library | ASRS - ASRS* | 2,703.15 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 202-2213 - Long Term Disability Employee | County Library | ASRS - ASRS* | 28.26 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 202-2250 - ASRS Employee | County Library | ASRS - ASRS* | 2,703.15 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 205-2113 - Long Term Disability Employer | Roads | ASRS - ASRS* | 122.72 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 205-2150 - ASRS Employer | Roads | ASRS - ASRS* | 11,857.89 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 205-2213 - Long Term Disability Employee | Roads | ASRS - ASRS* | 122.72 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 205-2250 - ASRS Employee | Roads | ASRS - ASRS* | 11,743.78 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 212-2113 - Long Term Disability Employer | Health Services | ASRS - ASRS* | 38.13 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 212-2150 - ASRS Employer | Health Services | ASRS - ASRS* | 3,647.27 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 212-2213 - Long Term Disability Employee | Health Services | ASRS - ASRS* | 38.13 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 212-2250 - ASRS Employee | Health Services | ASRS - ASRS* | 3,647.27 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 218-2113 - Long Term Disability Employer | GIS | ASRS - ASRS* | 2.12 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 218-2150 - ASRS Employer | GIS | ASRS - ASRS* | 203.19 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 218-2213 - Long Term Disability Employee | GIS | ASRS - ASRS* | 2.12 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 218-2250 - ASRS Employee | GIS | ASRS - ASRS* | 203.19 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 226-2113 - Long Term Disability Employer | Emergency Services | ASRS - ASRS* | 1.59 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 226-2150 - ASRS Employer | Emergency Services | ASRS - ASRS* | 152.56 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 226-2213 - Long Term Disability Employee | Emergency Services | ASRS - ASRS* | 1.59 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 226-2250 - ASRS Employee | Emergency Services | ASRS - ASRS* | 152.56 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 227-2113 - Long Term Disability Employer | Juvenile High Risk Court | ASRS - ASRS* | 0.84 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 227-2150 - ASRS Employer | Juvenile High Risk Court | ASRS - ASRS* | 80.69 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 227-2213 - Long Term Disability Employee | Juvenile High Risk Court | ASRS - ASRS* | 0.84 |

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| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 227-2250 - ASRS Employee | Juvenile High Risk Court | ASRS - ASRS* | 80.69 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 230-2113 - Long Term Disability Employer | Criminal Justice, Attorney | ASRS - ASRS* | 4.45 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 230-2150 - ASRS Employee | Criminal Justice, Attorney | ASRS - ASRS* | 426.42 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 230-2213 - Long Term Disability Employee | Criminal Justice, Attorney | ASRS - ASRS* | 4.45 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 230-2250 - ASRS Employee | Criminal Justice, Attorney | ASRS - ASRS* | 426.52 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 236-2113 - Long Term Disability Employer | D.P. Services Schools | ASRS - ASRS* | 10.25 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 236-2150 - ASRS Employer | D.P. Services Schools | ASRS - ASRS* | 980.80 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 236-2213 - Long Term Disability Employee | D.P. Services Schools | ASRS - ASRS* | 10.25 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 236-2250 - ASRS Employee | D.P. Services Schools | ASRS - ASRS* | 980.80 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 239-2113 - Long Term Disability Employer | Local Court Automation | ASRS - ASRS* | 0.65 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 239-2150 - ASRS Employer | Local Court Automation | ASRS - ASRS* | 62.60 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 239-2213 - Long Term Disability Employee | Local Court Automation | ASRS - ASRS* | 0.65 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 239-2250 - ASRS Employee | Local Court Automation | ASRS - ASRS* | 62.60 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 241-2113 - Long Term Disability Employer | State Aid to Probation | ASRS - ASRS* | 0.60 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 241-2150 - ASRS Employer | State Aid to Probation | ASRS - ASRS* | 57.82 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 241-2213 - Long Term Disability Employee | State Aid to Probation | ASRS - ASRS* | 0.60 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 241-2250 - ASRS Employee | State Aid to Probation | ASRS - ASRS* | 57.82 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 241-2255 - Retirement Service Purchase | State Aid to Probation | ASRS - ASRS* | 39.94 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 243-2113 - Long Term Disability Employer | Accent/Attorney | ASRS - ASRS* | 3.20 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 243-2150 - ASRS Employer | Accent/Attorney | ASRS - ASRS* | 305.90 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 243-2213 - Long Term Disability Employee | Accent/Attorney | ASRS - ASRS* | 3.20 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 243-2250 - ASRS Employee | Accent/Attorney | ASRS - ASRS* | 305.84 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 244-2113 - Long Term Disability Employer | Probation Services | ASRS - ASRS* | 1.68 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 244-2150 - ASRS Employer | Probation Services | ASRS - ASRS* | 161.07 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 244-2213 - Long Term Disability Employee | Probation Services | ASRS - ASRS* | 1.68 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 244-2250 - ASRS Employee | Probation Services | ASRS - ASRS* | 161.07 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 245-2113 - Long Term Disability Employer | CASA | ASRS - ASRS* | 1.13 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 245-2150 - ASRS Employer | CASA | ASRS - ASRS* | 107.77 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 245-2213 - Long Term Disability Employee | CASA | ASRS - ASRS* | 1.13 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 245-2250 - ASRS Employee | CASA | ASRS - ASRS* | 107.77 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 246-2113 - Long Term Disability Employer | Adult Intensive Supervision | ASRS - ASRS* | 2.42 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 246-2150 - ASRS Employer | Adult Intensive Supervision | ASRS - ASRS* | 230.52 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 246-2213 - Long Term Disability Employee | Adult Intensive Supervision | ASRS - ASRS* | 2.42 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 246-2250 - ASRS Employee | Adult Intensive Supervision | ASRS - ASRS* | 230.52 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 249-2113 - Long Term Disability Employer | Juvenile Treatment Services | ASRS - ASRS* | 2.64 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 249-2150 - ASRS Employer | Juvenile Treatment Services | ASRS - ASRS* | 252.51 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 249-2213 - Long Term Disability Employee | Juvenile Treatment Services | ASRS - ASRS* | 2.64 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 249-2250 - ASRS Employee | Juvenile Treatment Services | ASRS - ASRS* | 252.51 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 251-2113 - Long Term Disability Employer | J.I.P.S | ASRS - ASRS* | 1.26 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 251-2150 - ASRS Employer | J.I.P.S | ASRS - ASRS* | 120.99 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 251-2213 - Long Term Disability Employee | J.I.P.S | ASRS - ASRS* | 1.26 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 251-2250 - ASRS Employee | J.I.P.S | ASRS - ASRS* | 120.99 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 254-2113 - Long Term Disability Employer | State Adult Enhancement Fund | ASRS - ASRS* | 1.99 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 254-2150 - ASRS Employer | State Adult Enhancement Fund | ASRS - ASRS* | 190.45 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 254-2213 - Long Term Disability Employee | State Adult Enhancement Fund | ASRS - ASRS* | 1.99 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 254-2250 - ASRS Employee | State Adult Enhancement Fund | ASRS - ASRS* | 190.45 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 260-2113 - Long Term Disability Employer | Victim's Assistance | ASRS - ASRS* | 1.59 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 260-2150 - ASRS Employer | Victim's Assistance | ASRS - ASRS* | 151.88 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 260-2213 - Long Term Disability Employee | Victim's Assistance | ASRS - ASRS* | 1.59 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 260-2250 - ASRS Employee | Victim's Assistance | ASRS - ASRS* | 151.89 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 263-2113 - Long Term Disability Employer | Bad Check Prosecution | ASRS - ASRS* | 0.52 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 263-2150 - ASRS Employer | Bad Check Prosecution | ASRS - ASRS* | 50.12 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 263-2213 - Long Term Disability Employee | Bad Check Prosecution | ASRS - ASRS* | 0.52 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 263-2250 - ASRS Employee | Bad Check Prosecution | ASRS - ASRS* | 50.12 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 264-2113 - Long Term Disability Employer | Detention Equalization | ASRS - ASRS* | 1.57 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 264-2150 - ASRS Employer | Detention Equalization | ASRS - ASRS* | 150.37 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 264-2213 - Long Term Disability Employee | Detention Equalization | ASRS - ASRS* | 1.57 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 264-2250 - ASRS Employee | Detention Equalization | ASRS - ASRS* | 150.37 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 268-2113 - Long Term Disability Employer | Field Trainer | ASRS - ASRS* | 0.78 |

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| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 268-2150 - ASRS Employer | Field Trainer | ASRS - ASRS* | 74.63 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 268-2213 - Long Term Disability Employee | Field Trainer | ASRS - ASRS* | 0.78 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 268-2250 - ASRS Employee | Field Trainer | ASRS - ASRS* | 74.64 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 276-2113 - Long Term Disability Employee | Drug Treatment and Education | ASRS - ASRS* | 0.31 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 276-2150 - ASRS Employer | Drug Treatment and Education | ASRS - ASRS* | 29.21 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 276-2213 - Long Term Disability Employee | Drug Treatment and Education | ASRS - ASRS* | 0.31 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 276-2250 - ASRS Employee | Drug Treatment and Education | ASRS - ASRS* | 29.21 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 280-2113 - Long Term Disability Employee | Diversion Intake | ASRS - ASRS* | 0.91 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 280-2150 - ASRS Employer | Diversion Intake | ASRS - ASRS* | 87.63 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 280-2213 - Long Term Disability Employee | Diversion Intake | ASRS - ASRS* | 0.91 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 280-2250 - ASRS Employee | Diversion Intake | ASRS - ASRS* | 87.63 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 281-2113 - Long Term Disability Employee | Diversion Consequence | ASRS - ASRS* | 1.00 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 281-2150 - ASRS Employer | Diversion Consequence | ASRS - ASRS* | 96.16 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 281-2213 - Long Term Disability Employee | Diversion Consequence | ASRS - ASRS* | 1.00 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 281-2250 - ASRS Employee | Diversion Consequence | ASRS - ASRS* | 96.18 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 289-2113 - Long Term Disability Employee | Community Punishment | ASRS - ASRS* | 0.45 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 289-2150 - ASRS Employer | Community Punishment | ASRS - ASRS* | 42.71 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 289-2213 - Long Term Disability Employee | Community Punishment | ASRS - ASRS* | 0.45 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 289-2250 - ASRS Employee | Community Punishment | ASRS - ASRS* | 42.69 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 294-2113 - Long Term Disability Employee | Prosecution Recovery Attorney | ASRS - ASRS* | 3.61 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 294-2150 - ASRS Employer | Prosecution Recovery Attorney | ASRS - ASRS* | 345.59 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 294-2213 - Long Term Disability Employee | Prosecution Recovery Attorney | ASRS - ASRS* | 3.61 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 294-2250 - ASRS Employee | Prosecution Recovery Attorney | ASRS - ASRS* | 345.55 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 297-2113 - Long Term Disability Employee | Fill the Gap, Courts | ASRS - ASRS* | 2.46 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 297-2150 - ASRS Employer | Fill the Gap, Courts | ASRS - ASRS* | 235.11 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 297-2213 - Long Term Disability Employee | Fill the Gap, Courts | ASRS - ASRS* | 2.46 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 297-2250 - ASRS Employee | Fill the Gap, Courts | ASRS - ASRS* | 235.10 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 334-2113 - Long Term Disability Employee | Attorney Diversion | ASRS - ASRS* | 0.46 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 334-2150 - ASRS Employer | Attorney Diversion | ASRS - ASRS* | 44.38 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 334-2213 - Long Term Disability Employee | Attorney Diversion | ASRS - ASRS* | 0.46 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 334-2250 - ASRS Employee | Attorney Diversion | ASRS - ASRS* | 44.40 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 340-2113 - Long Term Disability Employee | Jail District | ASRS - ASRS* | 34.72 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 340-2150 - ASRS Employer | Jail District | ASRS - ASRS* | 3,323.23 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 340-2213 - Long Term Disability Employee | Jail District | ASRS - ASRS* | 34.72 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 340-2250 - ASRS Employee | Jail District | ASRS - ASRS* | 3,323.23 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 341-2113 - Long Term Disability Employee | Juvenile Jail District | ASRS - ASRS* | 1.06 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 341-2150 - ASRS Employer | Juvenile Jail District | ASRS - ASRS* | 101.81 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 341-2213 - Long Term Disability Employee | Juvenile Jail District | ASRS - ASRS* | 1.06 |
| 2015-00000359 | AZ STATE RETIREMENT SYSTEM | 01/15/2015 | 341-2250 - ASRS Employee | Juvenile Jail District | ASRS - ASRS* | 101.81 |
| 2015-00000364 | COLONIAL LIFE AND ACCIDENT INS | 01/15/2015 | 100-2230 - Voluntary Withholding | General Fund | COLLIFEPOST - Colonial Life Post* | 516.66 |
| 2015-00000364 | COLONIAL LIFE AND ACCIDENT INS | 01/15/2015 | 202-2230 - Voluntary Withholding | County Library | COLLIFEPOST - Colonial Life Post* | 33.75 |
| 2015-00000364 | COLONIAL LIFE AND ACCIDENT INS | 01/15/2015 | 205-2230 - Voluntary Withholding | Roads | COLLIFEPOST - Colonial Life Post* | 589.45 |
| 2015-00000364 | COLONIAL LIFE AND ACCIDENT INS | 01/15/2015 | 212-2230 - Voluntary Withholding | Health Services | COLLIFEPOST - Colonial Life Post* | 104.69 |
| 2015-00000364 | COLONIAL LIFE AND ACCIDENT INS | 01/15/2015 | 224-2230 - Voluntary Withholding | Sheriff's Grants | COLLIFEPOST - Colonial Life Post* | 7.26 |
| 2015-00000364 | COLONIAL LIFE AND ACCIDENT INS | 01/15/2015 | 241-2230 - Voluntary Withholding | State Aid to Probation | COLLIFEPOST - Colonial Life Post* | 46.34 |
| 2015-00000364 | COLONIAL LIFE AND ACCIDENT INS | 01/15/2015 | 254-2230 - Voluntary Withholding | State Adult Enhancement Fund | COLLIFEPOST - Colonial Life Post* | 20.57 |
| 2015-00000364 | COLONIAL LIFE AND ACCIDENT INS | 01/15/2015 | 260-2230 - Voluntary Withholding | Victim's Assistance | COLLIFEPOST - Colonial Life Post* | 25.52 |
| 2015-00000364 | COLONIAL LIFE AND ACCIDENT INS | 01/15/2015 | 340-2230 - Voluntary Withholding | Jail District | COLLIFEPOST - Colonial Life Post* | 61.81 |
| 2015-00000364 | COLONIAL LIFE AND ACCIDENT INS | 01/15/2015 | 341-2230 - Voluntary Withholding | Juvenile Jail District | COLLIFEPOST - Colonial Life Post* | 25.76 |
| 2015-00000365 | CORRECTIONS OFFICER RET PLAN | 01/15/2015 | 100-2154 - Probation Retirement Employee | General Fund | CORPAOC - Probation Retirement* | 281.78 |
| 2015-00000365 | CORRECTIONS OFFICER RET PLAN | 01/15/2015 | 100-2253 - Correction Retirement Employee | General Fund | CORPAOC - Probation Retirement* | 147.01 |
| 2015-00000365 | CORRECTIONS OFFICER RET PLAN | 01/15/2015 | 241-2154 - Probation Retirement Employee | State Aid to Probation | CORPAOC - Probation Retirement* | 592.64 |
| 2015-00000365 | CORRECTIONS OFFICER RET PLAN | 01/15/2015 | 241-2253 - Correction Retirement Employee | State Aid to Probation | CORPAOC - Probation Retirement* | 309.18 |
| 2015-00000365 | CORRECTIONS OFFICER RET PLAN | 01/15/2015 | 244-2154 - Probation Retirement Employee | Probation Services | CORPAOC - Probation Retirement* | 216.07 |
| 2015-00000365 | CORRECTIONS OFFICER RET PLAN | 01/15/2015 | 244-2253 - Correction Retirement Employee | Probation Services | CORPAOC - Probation Retirement* | 112.72 |
| 2015-00000365 | CORRECTIONS OFFICER RET PLAN | 01/15/2015 | 246-2154 - Probation Retirement Employee | Adult Intensive Supervision | CORPAOC - Probation Retirement* | 976.34 |
| 2015-00000365 | CORRECTIONS OFFICER RET PLAN | 01/15/2015 | 246-2253 - Correction Retirement Employee | Adult Intensive Supervision | CORPAOC - Probation Retirement* | 509.37 |
| 2015-00000365 | CORRECTIONS OFFICER RET PLAN | 01/15/2015 | 251-2154 - Probation Retirement Employee | J.I.P.S | CORPAOC - Probation Retirement* | 117.10 |
| 2015-00000365 | CORRECTIONS OFFICER RET PLAN | 01/15/2015 | 251-2253 - Correction Retirement Employee | J.I.P.S | CORPAOC - Probation Retirement* | 61.09 |

Apache County
 AP Transactions above \$1000
 1/6/2015 Thru 1/13/2015

| Invoice Number | Vendor Name | G/L Date | GL Account | Full Org Set Description | Invoice Description | Transaction Amount |
|------------------|---|------------|--|---|--------------------------------------|--------------------|
| 2015-00000365 | CORRECTIONS OFFICER RET PLAN | 01/15/2015 | 254-2154 - Probation Retirement Employer | State Adult Enhancement Fund | CORPAOC - Probation Retirement* | 827.92 |
| 2015-00000365 | CORRECTIONS OFFICER RET PLAN | 01/15/2015 | 254-2253 - Correction Retirement Employee | State Adult Enhancement Fund | CORPAOC - Probation Retirement* | 431.94 |
| 2015-00000365 | CORRECTIONS OFFICER RET PLAN | 01/15/2015 | 282-2154 - Probation Retirement Employer | Drug Testing | CORPAOC - Probation Retirement* | 103.00 |
| 2015-00000365 | CORRECTIONS OFFICER RET PLAN | 01/15/2015 | 282-2253 - Correction Retirement Employee | Drug Testing | CORPAOC - Probation Retirement* | 53.75 |
| 2015-00000365 | CORRECTIONS OFFICER RET PLAN | 01/15/2015 | 341-2154 - Probation Retirement Employer | Juvenile Jail District | CORPAOC - Probation Retirement* | 2,475.61 |
| 2015-00000366 | CORRECTIONS OFFICER RET PLAN | 01/15/2015 | 341-2253 - Correction Retirement Employee | Juvenile Jail District | CORPAOC - Probation Retirement* | 1,291.55 |
| 2015-00000366 | CORRECTIONS OFFICER RETIREMENT PLAN 520 | 01/15/2015 | 256-2153 - Correction Retirement Employer | Accent/Sheriff | CORP - Corrections Retirement* | 118.83 |
| 2015-00000366 | CORRECTIONS OFFICER RETIREMENT PLAN 520 | 01/15/2015 | 256-2253 - Correction Retirement Employee | Accent/Sheriff | CORP - Corrections Retirement* | 96.37 |
| 2015-00000366 | CORRECTIONS OFFICER RETIREMENT PLAN 520 | 01/15/2015 | 340-2153 - Correction Retirement Employer | Jail District | CORP - Corrections Retirement* | 2,593.80 |
| 2015-00000367 | CORRECTIONS OFFICER RETIREMENT PLAN 520 | 01/15/2015 | 340-2253 - Correction Retirement Employee | Jail District | CORP - Corrections Retirement* | 2,103.51 |
| 2015-00000367 | NATIONWIDE | 01/15/2015 | 100-2230 - Voluntary Withholding | General Fund | NATION - Nationwide Retirement | 850.00 |
| 2015-00000367 | NATIONWIDE | 01/15/2015 | 205-2230 - Voluntary Withholding | Roads | NATION - Nationwide Retirement | 5.00 |
| 2015-00000367 | NATIONWIDE | 01/15/2015 | 285-2230 - Voluntary Withholding | Case Processing Assistance | NATION - Nationwide Retirement | 90.00 |
| 2015-00000367 | NATIONWIDE | 01/15/2015 | 297-2230 - Voluntary Withholding | Fill the Gap, Courts | NATION - Nationwide Retirement | 660.00 |
| 2015-00000368 | PUBLIC SAFETY PERSONNEL 401 | 01/15/2015 | 100-2152 - Elected Officials Retirement Employer | General Fund | EORP - Elected Officials Retirement* | 7,261.73 |
| 2015-00000368 | PUBLIC SAFETY PERSONNEL 401 | 01/15/2015 | 100-2252 - Elected Officials Retirement Employee | General Fund | EORP - Elected Officials Retirement* | 3,709.90 |
| 2015-00000369 | PUBLIC SAFETY SHERIFF RET | 01/15/2015 | 100-2151 - Public Safety Retirement Employer | General Fund | PSPRS - Sheriffs Retirement* | 20,835.74 |
| 2015-00000369 | PUBLIC SAFETY SHERIFF RET | 01/15/2015 | 100-2251 - Public Safety Retirement Employee | General Fund | PSPRS - Sheriffs Retirement* | 5,363.00 |
| 2015-00000369 | PUBLIC SAFETY SHERIFF RET | 01/15/2015 | 224-2151 - Public Safety Retirement Employer | Sheriff's Grants | PSPRS - Sheriffs Retirement* | 1,931.97 |
| 2015-00000369 | PUBLIC SAFETY SHERIFF RET | 01/15/2015 | 224-2251 - Public Safety Retirement Employee | Sheriff's Grants | PSPRS - Sheriffs Retirement* | 497.31 |
| 2015-00000369 | PUBLIC SAFETY SHERIFF RET | 01/15/2015 | 256-2151 - Public Safety Retirement Employer | Accent/Sheriff | PSPRS - Sheriffs Retirement* | 1,003.91 |
| 2015-00000369 | PUBLIC SAFETY SHERIFF RET | 01/15/2015 | 256-2251 - Public Safety Retirement Employee | Accent/Sheriff | PSPRS - Sheriffs Retirement* | 258.40 |
| 2015-00000369 | PUBLIC SAFETY SHERIFF RET | 01/15/2015 | 340-2151 - Public Safety Retirement Employer | Jail District | PSPRS - Sheriffs Retirement* | 1,003.91 |
| 2015-00000369 | PUBLIC SAFETY SHERIFF RET | 01/15/2015 | 340-2251 - Public Safety Retirement Employee | Jail District | PSPRS - Sheriffs Retirement* | 258.40 |
| 2015-00000371 | SECURITY BENEFIT GROUP | 01/15/2015 | 100-2230 - Voluntary Withholding | General Fund | SEC BEN - Security Benefit Group Pre | 481.00 |
| 2015-00000371 | SECURITY BENEFIT GROUP | 01/15/2015 | 205-2230 - Voluntary Withholding | Roads | SEC BEN - Security Benefit Group Pre | 5.00 |
| 2015-00000371 | SECURITY BENEFIT GROUP | 01/15/2015 | 212-2230 - Voluntary Withholding | Health Services | SEC BEN - Security Benefit Group Pre | 155.00 |
| 2015-00000371 | SECURITY BENEFIT GROUP | 01/15/2015 | 226-2230 - Voluntary Withholding | Emergency Services | SEC BEN - Security Benefit Group Pre | 50.00 |
| 2015-00000371 | SECURITY BENEFIT GROUP | 01/15/2015 | 236-2230 - Voluntary Withholding | D.P. Services Schools | SEC BEN - Security Benefit Group Pre | 400.00 |
| 2015-00000371 | SECURITY BENEFIT GROUP | 01/15/2015 | 246-2230 - Voluntary Withholding | Adult Intensive Supervision | SEC BEN - Security Benefit Group Pre | 15.00 |
| 2015-00000371 | SECURITY BENEFIT GROUP | 01/15/2015 | 256-2230 - Voluntary Withholding | Accent/Sheriff | SEC BEN - Security Benefit Group Pre | 50.00 |
| 2015-00000371 | SECURITY BENEFIT GROUP | 01/15/2015 | 281-2230 - Voluntary Withholding | Diversion Consequence | SEC BEN - Security Benefit Group Pre | 7.50 |
| 2015-00000371 | SECURITY BENEFIT GROUP | 01/15/2015 | 289-2230 - Voluntary Withholding | Community Punishment | SEC BEN - Security Benefit Group Pre | 7.50 |
| 2015-00000372 | SECURITY BENEFIT GROUP | 01/15/2015 | 341-2230 - Voluntary Withholding | Juvenile Jail District | SEC BEN - Security Benefit Group Pre | 10.00 |
| 2015-00000372 | SUPPORT PAYMENT CLEARINGHOUSE | 01/15/2015 | 100-2230 - Voluntary Withholding | General Fund | CS\$ - Child Support \$* | (991.21) |
| 2015-00000372 | SUPPORT PAYMENT CLEARINGHOUSE | 01/15/2015 | 205-2230 - Voluntary Withholding | Roads | CS\$ - Child Support \$* | 1,774.75 |
| 2015-00000372 | SUPPORT PAYMENT CLEARINGHOUSE | 01/15/2015 | 224-2230 - Voluntary Withholding | Sheriff's Grants | CS\$ - Child Support \$* | 891.10 |
| 2015-00000372 | SUPPORT PAYMENT CLEARINGHOUSE | 01/15/2015 | 341-2230 - Voluntary Withholding | Juvenile Jail District | CS\$ - Child Support \$* | 421.54 |
| 90022699DEC14 | NAVAJO TRIBAL UTILITY AUTHORITY | 01/08/2015 | 205-4700-43900 - Repairs and Maintenance | Roads-Roads Ganado | Repairs and Maintenance | 3,772.12 |
| BISHOPPAYROLL122 | ST JOHNS CITY | 01/08/2015 | 256-3982-40110 - Regular Salaries and Wages | Accent/Sheriff-Byrne/JAG | Regular Salaries and Wages | 1,428.75 |
| EMPS3509541 | EMPIRE MACHINERY | 01/07/2015 | 205-4700-43900 - Repairs and Maintenance | Roads-Roads Ganado | Parts to be utilized for loader #187 | 1,858.16 |
| EMPS3520498 | EMPIRE MACHINERY | 01/07/2015 | 205-4700-43900 - Repairs and Maintenance | Roads-Roads Ganado | #155 Grader transmission repair, | 7,642.90 |
| EMPS3520499 | EMPIRE MACHINERY | 01/07/2015 | 205-4700-43900 - Repairs and Maintenance | Roads-Roads Ganado | December Monthly Purchase Order | 2,159.95 |
| EMRA00109377 | EMPIRE MACHINERY | 01/07/2015 | 205-4330-43890 - Other Rentals | Roads-Limestone Pit | rental 321 w/ h130 hammer | 10,810.00 |
| FY1415 | BACKBONE COMMUNICATIONS | 01/07/2015 | 264-3700-43100 - Professional Services | Detention Equalization-Juvenile Probation | Annual Support Package | 4,500.00 |
| W08060 | RDO EQUIPMENT CO | 01/08/2015 | 205-4810-43900 - Repairs and Maintenance | Roads-District I Carryover | HE parts backhoe | 4,337.60 |
| XJKN8K9M6 | DELL COMPUTER CORPORATION | 01/07/2015 | 100-1100-46000 - Assets under \$5000 | General Fund-Information Technology Service | Computer | 1,039.96 |
| XJKN8K9M6 | DELL COMPUTER CORPORATION | 01/07/2015 | 212-5655-46000 - Assets under \$5000 | Health Services-Focus A Plan (PHEP) | Computer | 9,222.62 |

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING

January 6, 2015
St. Johns, Arizona

Present were: Chairman Joe Shirley, Jr., Vice Chairman Tom M. White, Jr. and Supervisor Barry Weller. Also present, County Manager/Clerk of the Board, Delwin Wengert, County Attorney Michael Whiting and Attorney Joe Young.

Chairman Shirley called to order the Board of Supervisors meeting at 8:35 a.m. in the Board of Supervisors chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona and welcomed all in attendance.

Delwin Wengert led the Pledge of Allegiance.

Milton Ollerton gave the invocation.

Chairman Shirley called for the Health District items.

Chris Sexton, Health Director, requested approval of re-enrollment of the Group Biller Participation Agreement Between Arizona Health Care Cost Containment System Administration (AHCCCSA) and Apache County Public Health Services District. Mr. Sexton stated this agreement allows the Health District to bill AHCCCSA for services provided. **Mr. Weller moved approval, seconded by Mr. White.** George Walsh, a resident of Vernon stated the Health District meeting and other Special District meetings have not been legally posted. Mr. Young stated the County looked into the issue as expressed by Mr. Walsh and put in place solutions as directed by the Ombudsman's Office. Mr. Weller stated he has seen documents from other counties that tack the special district notice on to the Board of Supervisors meeting location notice. A discussion was held regarding posting requirements for the Board meeting and the special districts meetings. Mr. Weller requested Mr. Young send him the applicable statutes that cover the posting requirements for the Board of Supervisors and the special districts. Chairman Shirley directed Mr. Wengert to make sure the Board meetings are properly noticed. Vote was unanimous.

Mr. Sexton, Health Director, requested approval of Intergovernmental Agreement #ADHS13-034434 Amendment #2 Teen Pregnancy Prevention Program- Abstinence Plus. Mr. Swxton stated this is due to revised price sheets. **Mr. White moved approval, seconded by Mr. Shirley.** Motion passed 2-1 with Mr. Weller voting nay and stated he would not support this motion because he believes the government should not be in the business of the issues associated with this grant and it is a family and community issue.

Mr. White moved to adjourn the Health District meeting, seconded by Mr. Weller. Vote was unanimous.

Chairman Shirley called for the regular Agenda items.

Sitting as the Board of Equalization, Chairman Shirley called for the Petition for Proposed Correction for parcel 101-41-017 for Tina Dendy. Mr. Wengert stated Mrs. Dendy called and stated she did not think she would be attending today. Attorney Joe Young stated in the absence of the petitioner, the hearing still moves forward. Mr. Wengert stated the Assessor has reduced the value but not to the extent Mrs. Dendy asked for but it was lowered. Marc Patterson, on behalf of the Assessor presented their reasons for the value and outlined the studies and sales he used to reach that amount. Mr. Patterson recommended the corrected value for 2015 tax year be sustained at \$97,940. **Mr. Weller moved to approve the Assessors value for parcel 101-41-017 and deny the change. Mr. White seconded the motion.** Vote was unanimous.

Malena Bazarro, Grants Manager, presented the public hearing to gather citizen input for Community Development Block Grant (CDBG) State Special Projects Application, and requested approval of submission of application for ADA improvements at the Round Valley Rodeo Grounds pursuant to Resolution #2013-17. Chairman Shirley opened the floor for public comment. Mr. Weller asked about meeting the lower income for the area. Ms. Bazarro stated it meets the income level for the area and she is addressing the critical need of ADA compliance. Mr. Wengert stated there has been a lot of work done at the rodeo grounds over the past couple years and it is significantly better and this would just be adding to the facility and will be a good project. Mr. Shirley closed the public comment portion of the hearing. **Mr. White moved approval, seconded by Mr. Weller.** Vote was unanimous.

Mr. Wengert presented the Consent items A-E. Mr. Weller stated he would like Item A, approval of the demands removed from the Consent Agenda because of some delays and problems related to the demands. **Mr. Weller moved to approve Consent Items B-E, seconded by Mr. White.** Vote was unanimous. B. Approval of minutes dated December 2, 2014 and December 16, 2014. C. Request approval of a Special Event Liquor License Application for walking Down Ranch, Inc. for a Valentines dinner located at the San Raphael Catholic Church, #25 Apache County Road 5041 located in Concho, on February 14, 2015. D. District II: Request approval to purchase food for Ganado, Ft. Defiance, and Cottonwood senior centers, located in District II, not to exceed \$2,700.00 total utilizing District II funds. E. District III: Request approval to take back possession of a 2011 Chevrolet Traverse Blazer, VIN# 1GNKVFED5BJ218822 and a Navajo Nation Check #1676395 in the amount of \$2,500.00 from the St. Michaels Chapter House and St. Michaels Senior Center, and secure the value of the car in addition to the \$2,500.00 for the benefit of St. Michaels Senior Center's future transportation costs.

Chairman Shirley presented Consent Item A., Request approval of demands as distributed to the Apache County Board of Supervisors between December 16, 2014 and January 5, 2015. Demands are payments made or to be made, by the County. Payee Amount APACHE COUNTY HAS 2,687.92 APACHE COUNTY MEDICAL 138,127.27 APACHE COUNTY TAX WITHHOLDING1 32,613.27 AZ STATE RETIREMENT SYSTEM 87,377.15 COLONIAL LIFE AND ACCIDENT INS 1,431.81 CORRECTIONS OFFICER RET PLAN 8,833.81 CORRECTIONS OFFICER RETIREMENT PLAN 520 4,210.80 NATIONWIDE 1,605.00 PUBLIC SAFETY PERSONNEL 401 14,293.21 PUBLIC SAFETY SHERIFF RET 29,011.62 SECURITY BENEFIT GROUP 1,321.00 SUPPORT PAYMENT CLEARINGHOUSE 2,096.18 AVAYA COMMUNICATIONS 1,381.19 BARNES, PATRICIA M 2,410.00

BAUMAN HOME AND AUTO INC 1,455.71 BRADCO 55,296.11 COMMUNITY
COUNSELING CENTERS INC 4,800.00 CONTAINERS ON DEMAND LLC 4,731.20
DIAMOND DRUGS INC 4,603.59 EMPIRE MACHINERY 2,662.52 FERRELLGAS
4,125.24 FRONTIER 4,828.48 GALLUP LUMBER & SUPPLY 1,196.33 HAWKER AND
EVANS ASPHALT CO 16,561.33 HILLYARD INC 2,403.07 LOWES #24 1,996.77
NAVAJO TRIBAL UTILITY AUTHORITY 2,008.21 NAVOPACHE ELECTRIC
COOPERATIVE 4,018.44 PATTERSON, DANA BRYCE 8,500.00 QUILL CORP
2,880.91 RDO EQUIPMENT CO 1,723.64 ROBERTS TIRE SALES INC 2,853.84
SCRUBWORKS 2,846.00 SHELL OIL 2,106.41 SIERRA PROPANE 1,767.56 ST JOHNS
CITY 2,685.80 TOWN OF EAGAR 10,929.89 TUCSON ELECTRIC POWER 49,399.29
UNIVERSAL FLEET CARD 1,936.17 VERIZON WIRELESS 1,803.84 WESTERN GRADE
LLC 16,759.16 BANK OF THE WEST – 4747 2,045.68 VERITAS RESEARCH
CONSULTING 5,870.05 ADHS AZ HEALTH CARE COST 22,400.00 AMAZON COM INC
3,285.35 ARIZONA STATE FORESTRY DIVISION 4,634.80 ASHTONS REPAIR INC
3,530.61 AZ SUPREME COURT 4,180.00 EMPIRE MACHINERY 1,074.96 FERRELLGAS
1,421.45 FRONTIER 1,019.02 GLAXO SMITHKLINE PHARMACY 1,053.96 GMCO
CORPORATION 7,798.35 GRAVES PROPANE CO INC 3,247.53 HATCH CONSTRUCTION
2,045.44 HILLYARD INC 1,640.55 INGRAM LIBRARY SERVICES 3,949.03 KTNN RADIO
STATION 1,286.25 NAVAJO TRIBAL UTILITY AUTHORITY 1,278.10 NAVOPACHE
ELECTRIC COOPERATIVE 12,292.87 QUILL CORP 2,332.35 SHELL OIL 2,558.04 SIERRA
DETENTION SYSTEMS INC 70,300.00 THOMSON REUTERS WEST 1,025.52 VALLEY
AUTO PARTS 1,167.61 VERIZON WIRELESS 1,577.48 WELLS FARGO BANK 0609
2,515.88 WHITE MOUNTAIN REGIONAL MEDICAL CENTER 1,150.11 WHITING,
MICHAEL B 1,081.16 WHOLESALE FLOORS LLC 10,072.52 WRIGHT EXPRESS FSC
1,118.95 YOUNG, JOSEPH 6,910.00 YOUNGS FUTURE TIRE 1,219.97 4IMPRINT
3,218.01 AGUERO, ROBIN R 1,026.46 AZLGEBT 300,445.55 CONTAINERS ON DEMAND
LLC 4,731.20 CRESTLINE SPECIALTIES INC 4,856.33 FERRELLGAS 1,381.45
FRONTIER 1,741.89 LATHAM, MICHAEL 1,800.00 MOUNTAIN COMFORT HEATING
AND COOLING 1,152.68 OVERDRIVE INC 1,328.22 PITNEY BOWES 4,214.49 QUILL
CORP 5,867.94 TRINITY SERVICES GROUP INC 12,753.73 TYCO INTEGRATED
SECURITY LLC 1,175.00 VERIZON WIRELESS 2,152.27 WHITING, GARRET LEE
1,800.00 APACHE COUNTY HAS 2,687.92 APACHE COUNTY MEDICAL 137,229.42
AZ STATE RETIREMENT SYSTEM 90,507.43 COLONIAL LIFE AND ACCIDENT INS
1,431.81 CORRECTIONS OFFICER RET PLAN 9,054.16 CORRECTIONS OFFICER
RETIREMENT PLAN 520 4,508.30 INGRAM, STAN 1,437.75 NATIONWIDE
1,605.00 PUBLIC SAFETY PERSONNEL 401 10,971.63 PUBLIC SAFETY SHERIFF RET
31,344.31 SECURITY BENEFIT GROUP 1,181.00 SUPPORT PAYMENT
CLEARINGHOUSE 2,096.18 APACHE COUNTY TAX WITHHOLDING 134,671.80 Specific
details of the demands may be requested through the County public record request process. Mr.
Weller stated he wanted to recognize the Finance Department and appreciated the work they
are doing. MR Weller stated the reports that have been created to help improve the efficiency of
the review of the demands is much appreciated, and the change in language on the agenda to
assure what he is approving is what he has actually seen, but the glitch today was a problem with
the report which resulted in some demands that weren't presented to him so he cannot, in good
faith, approve all the demands without seeing them. Mr. Patterson, Finance Director, stated the
report that was given to the Board was through December 30th and Finance ran payroll as of

December 31st so there are about 23 checks related to social security, retirements and payments of that nature that were not included on the list as well as issues related to running the report and his office is working to remedy how that list is generated. **Mr. White moved approval of demands, seconded by Mr. Shirley.** Motion passed 2-1 with Mr. Weller voting nay.

David Romeo, Chief Deputy Treasurer, requested approval to extend Allisa Norton, the temporary Accounting Specialist I at \$11.02 per hour for of 120 days to take effect January 7, 2015 to April 29, 2015. Mr. Weller asked if this hire was targeted at a specific project and if it would be needed for the next budget year. Mr. Romeo stated he believed it will be an ongoing hire needed for the office and possibly a permanent position and as the office gets further with new Tyler software there will be continued changes to the office. Mr. Weller stated that he is going to want detailed information about any potential increase to the manpower because the software that was implemented cost hundreds of thousands of dollars was supposed to help the County be more efficient, not less so he will be wanting very detailed information why there would be a need for an increase in personnel. **Mr. Weller moved approval, seconded by Mr. White.** Vote was unanimous.

Ferrin Crosby, County Engineer, requested acceptance of a forest service easement to access from Private Property (Ellis Bloomfield) through forest lands to County Road #4140 (Water Canyon). Mr. Crosby provided an overview of the easement issue problems and the need for the acceptance of the 150 foot long easement. Mr. Crosby stated the private property owners could not get legal access but it could be given to the County at no expense and there is no liability to the County as well. Mr. Crosby stated this issue was started in 2003 and has taken so long because of the complexity of the location and issues with the property owners and forest service. Mr. Weller stated he is wholeheartedly in favor of taking back right-of-ways and property from the forest service and there is an established criteria to follow but asked about establishing a financial cap for future requests and asked about a bond requirement to assure one more level of liability coverage. A discussion was held regarding the liability and indemnification coverage for the property owner and any other third party. Attorney Joe Young stated a bond could be required. Mr. Crosby stated he would like to see a bond requirement for future easement acceptances but he thinks the fair thing to do is approve it and any future easements going forward require a bond. **Mr. White moved approval seconded by Mr. Weller.** Vote was unanimous.

Joe Young, County Attorney's Office, requested approval of updated settlement agreement between Apache County and Wenima Development to resolve tax court litigation on the classification of property owned by Wenima Development. Mr. Young stated the other party approved the requested changes this morning and provided an overview of the changes. Mr. Weller requested a short recess to review the agreement and Exhibit A. Chairman Shirley recessed the meeting for 5 minutes.

Chairman Shirley reconvened the meeting. **Mr. Weller moved to approve the Wenima Development settlement agreement with the understanding that Exhibit A would be inclusive only of a contiguous property northwest of Springerville when it is created, seconded by Mr. White.** Vote was unanimous.

County Attorney Whiting requested approval to hire Justin Heap to fill the vacant Deputy Attorney II position, with the starting salary of \$73,836.27. Mr. Whiting stated Mr. Heap worked for the Maricopa County Attorney's Office as a prosecutor and most recently was in private practice and would be replacing Mr. Latham and the salary is commensurate with the other four Attorney II's that he has hired. Mr. Weller stated with the budget overrun last year in Mr. Whiting's office, he asked if this will help maintain or reduce his budget next year. Mr. Whiting stated this is a cost savings around \$17,000. **Mr. Weller moved approval, seconded by Mr. White.** Vote was unanimous.

Superior Court Judge Latham, requested approval to hire Sueanne Czarnyszka as Court Administrator effective January 5, 2015 at the annual rate \$57,387.62 (below mid-range of the job description and \$2,000 below the previously approved amount for the same position). Mr. Weller stated his job it to be concerned with the budget and the Superior Court budget is tight and this is a significant increase in what this person made last time they worked for the County and is hoping this does not put a pinch on the budget and is concerned that this person is making a 90% increase over what they made just a year or two ago. Mr. Weller stated he is hoping she serves the Judge well but he will be reviewing this as he looks at the Superior Court Budget throughout the budget process. **Mr. Weller moved approval, seconded by Mr. White.** Vote was unanimous.

Karen Houston, Human Resources Director, presented notification to the Board of Supervisors of the increase by the State of Arizona on the minimum wage for 2015 and the new wage will increased by .15 cents per hour to total \$8.05 per hour. Ms. Houston stated there are currently no employees at an hourly level less than the new minimum wage and therefore there is not a necessity for wage adjustments for any employee. No action was needed or taken.

Chief Deputy Sheriff Brannan Eagar requested approval to enter into a Cooperative Law Enforcement Agreement with the USDA, Forest Service Apache-Sitgreaves National Forest in the amount of \$9,110, an ongoing agreement. Chief Eagar stated this is for patrolling forest service roads on busy holiday weekends and also helps reduce overtime costs to the County. **Mr. White moved approval, seconded by Mr. Weller.** Mr. Weller asked if the County Attorney had reviewed the agreement. Mr. Young stated yes. Vote was unanimous.

County Attorney Michael Whiting stated after meeting with Supervisor Weller, County Manager and Mr. Ollerton, Community Development Director yesterday, he was presented with documents from Mr. Ollerton so the item for possible executive session for legal advice pursuant to A.R.S. 38-431.03(3) to discuss the legal implications triggered by agenda item 12, regarding the resignation of a Planning and Zoning Commissioner, and required steps for appointing a replacement candidate was not needed. Chairman Shirley removed the item.

Mr. Weller presented notification as District III Supervisor, under the authority of ARS 11-802(C) provided notice to publicly thank Mr. Tilford for his years of dedicated service on the Planning and Zoning Commission. Mr. Weller stated for expediency and in recognition of the fact that the Planning & Zoning Commission is presently short at least one member, District III Supervisor also under the authority of ARS 11-802 (C) is appointing Mr. John Freeman as an Alternate Planning and Zoning Commissioner to serve during a period allowing appropriate

notice and interviews to be conducted for Mr. Tilford's permanent replacement. Mr. Weller stated Mr. John Freeman shall be seated, as a voting member in official capacity for the January 8, 2015 Planning and Zoning Commission meeting and additional alternates may be appointed during the same interview and selection process to accommodate the Commission in future quorum requirements. Mr. Weller stated he will work diligently to take in applications to provide a permanent replacement. Mr. Shirley stated Dick Bruneau requested to address the Board on this item. Dick Bruneau, a resident of Greer stated he is objection to the appointment of John Freeman as the replacement; but he has no problem with filling the vacant position, just not with Mr. Freeman and does not see a need to fill the position today since there are enough members to make a quorum. Mr. Bruneau stated there is also a conflict of interest with Mr. Freeman since he is a board member and co-president of the Greer Coalition and has appeared before the Board of Supervisors and Planning and Zoning meetings on occasion with their attorneys in opposition to two items that are on the agenda for an upcoming Commission meeting. Mr. Bruneau stated that Mr. Freeman would have to recuse himself from that meeting because of his position and his organization's position with respect to development in Apache County. Mr. Bruneau stated that Apache County needs economic development and needs to broaden its tax base and Mr. Freeman is opposed to growth and asked that Mr. Freeman's nomination be denied. Mr. Shirley asked County Attorney Whiting if Mr. Weller has authority to appoint Mr. Freeman. Mr. Whiting stated yes, based on the fact that the commissioner who resigned came from District III, that supervisor is the appointing authority. George Walsh, a resident of Vernon stated Mr. Freeman would not have to recuse himself from every item on the P & Z agenda, only possibly the two items related to Greer and if there is any bias, the Board may want to look at the current P & Z Board as a whole and they will see the bias; the chairman who was re-appointed in March who has not attended one meeting since being re-appointed and has since move to California and the P & Z Director did not replace him or have his chairmanship voted on. Mr. Weller stated he appreciates the comments from Mr. Bruneau and Mr. Walsh and understands the difference in each other's views in the area of Greer and that is one reason he made this an alternate appointment but he also feels both sides need to be represented on the P & Z Board to allow complete and thorough discussions and Mr. Freeman is one vote of nine board members who will not be able to carry the majority vote without convincing evidence. Mr. Weller stated he would like to meeting with the County Attorney to discuss the issue of Mr. Freeman possibly recusing himself from certain items at the upcoming P & Z meeting but feels comfortable Mr. Freeman will properly represent his position as an alternate. No action was needed or taken.

Mr. Shirley opened the floor for the call to public.

George Walsh, a resident of Vernon stated in ARS 11-255, related to the County publishing advertng bid, the Board has failed to go out to bid since 2010 and are not following that statute and that is illegal and asked Mr. Weller, the only taxpayer on the Board, to place an item on the next agenda so everyone knows what is going on with this issue. Mr. Walsh stated the County Manager has not had an evaluation by the Board of Supervisor and wanted this brought to the Board's attention because as the manager and overseer of all the departments, he has allowed the Community Development Director to allow ongoing civil rights violations to property owner and people in this county. Mr. Walsh stated there is no Building Advisory Board as required under statute and County building ordinance, and that is the duty of the Community Development Director and no one has been seated since terms expired. Mr. Walsh stated there are also

numerous times when a dead person is listed on the county website as a member of the boards. Mr. Walsh stated the misinformation that is on the managers page, the clerk of the board's page and community development's page is atrocious. Mr. Walsh requested Mr. Weller place the items on the next agenda for an open discussion on the contract for the county printing and why an evaluation has not been done for the clerk of the board and county manager. Mr. Weller stated he appreciated Mr. Walsh's comments but does caution he does not sit in agreement that there has been malfeasance and would like the two items on the next agenda for some discussion and possible input from the County Attorney.

Leonard Gorman, Navajo Nation Human Rights Commission, addressed the Board and thanked the Board of Supervisors and the County Attorney for their support regarding the Liquor License Transfer from Gary McDonald to George Ryan that will be heard on Thursday, January 8, 2015. Mr. Gorman stated the Board of Supervisors' denial recommendation and opposition back on July 22, 2014 has been a pivotal point in their efforts to protect the citizens of Apache County. Mr. White stated he will be traveling to the hearing on Thursday to attend. Mr. Gorman stated there are about 100 Navajo citizens from the Chambers and Sanders area that will be transported by bus to the hearing in Phoenix as well. Mr. Weller stated he will also be attending the hearing. Chairman Shirley directed Mr. Wengert to notice the liquor board hearing since all three members of the Board of Supervisors will be attending the hearing. Mr. Wengert state he would notice the meeting.

Mr. White moved to adjourn the meeting, seconded by Mr. Weller. Vote was unanimous.

Approved this 20th day of January, 2015.

Joe Shirley, Jr.
Chairman of the Board

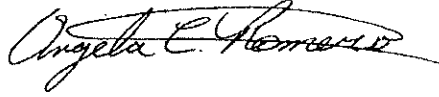
Delwin Wengert
Clerk of the Board

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

0.00 (00000000)

Submitter's Name: (Individual, Organization, or County Department)

Election Department / Angela Romero



Date/Signature: 1/8/15

Describe in detail what you want to say to the Board and what action you want the Board to take:

Election Department: Based on the recommendation of the Republican Party County Chairman, Delos Bond, determine vacancies exist in the office of precinct committeeman and appoint the following: For Eagar Precinct: Jack Whiting and Gary Kiehne, for the Round Valley Precinct: Dorothy Lesueur, for the Flat Top Precinct: Dan Muth.

BOS Meeting Date Requested 1/20/15

PRE-AGENDA ITEM REVIEW

Review Routing Legal / Finance / Purchasing / Human Resource / Other:

Legal Review:

Signature: 

Finance Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

Michael Latham, Presiding Judge

Date/Signature: _____

[Handwritten Signature] 1/5/15

Describe in detail what you want to say to the Board and what action you want the Board to take:

Approve a new contracted public defender, Dirk LeGate, replacing Marsha Gregory at the previously approved contract rate.

BOS Meeting Date Requested _____

PRE-AGENDA ITEM REVIEW

Review Routing / /Legal / /Finance / /Purchasing / /Human Resource / /Other: _____

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

BOARD ACTION TAKEN

/ /Approved / /Disapproved / /Deleted / /Continued to: _____

Signature Clerk of Board _____

LETTER OF UNDERSTANDING

I. GENERAL STATEMENT

This is an agreement between the Superior Court in Apache County, hereinafter called the Court, and Dirk LeGate, hereinafter called attorney, for professional legal defense services from January 1, 2015 to June 30, 2015. Attorney has professional duties consistent with the *Rules of Professional Conduct* in providing legal services for persons found to be indigent or for whom the Court is required to provide legal counsel in Apache County.

By signing this letter the attorney agrees to maintain the credentials necessary to practice law in the courts of the State of Arizona and to do so in a competent, professional, ethical manner and as an officer of the Court at all times.

The attorney has a duty to the Court to be prepared, prompt, comply with court rules, submit timely reports, attend meetings with the Court, accept appointments within the categories of assignment as well as those outside the categories when circumstances required, and complete cases assigned during the term of the contract.

The attorney has a duty to his/her clients to keep them advised of the status of their cases, be available for consultation, and to diligently represent their interests.

The attorney has a duty to opposing counsel to cooperate with scheduling and prompt disposition of the case.

II. TERM OF AGREEMENT

A. Period Covered: It is understood between the assigned attorney, Dirk LeGate, and the Superior Court of Apache County that the attorney will accept appointments to represent persons found to be indigent or for whom the Court is required to provide legal counsel in Apache County, from January 1, 2015 to June 30, 2015 consistent with the terms of this agreement.

B. Termination: Upon thirty (30) days written notice, either party may terminate this agreement without cause. The attorney would be expected to complete any assignments made prior to such termination.

C. Renewability: This agreement shall be renewable yearly, from July 1 to June 30 of each years.

III. COMPENSATION, COSTS AND BILLING PROCEDURES

A. Compensation: The attorney agrees to provide legal services for the sum of \$8,500.00 per month.

B. Court Payment of Costs and Expenses:

1. Routine Expenses: Routine expense such as photocopying, postage, travel, and other operating expenses are not reimbursed by the Court, and are a personal expense of the attorney. Attorney shall be entitled to use the Court's photocopying equipment and facilities to make copies, if necessary during hearings.
2. Extraordinary Costs: The attorney should file a motion in advance requesting approval of any extraordinary costs he/she wants paid by the County. This includes such items as transcripts (other than appeal transcripts), expert witness fees, depositions, investigators, or any other extraordinary costs.
3. Personal Expense: Costs incurred without prior approval of the court may be treated as a personal expense of the attorney.
4. Costs Which Could Have Been Avoided: Court expenses which could have been avoided had the attorney been prepared, such as jury costs for a trial that is cancelled due to acts attributable solely to the defense attorney, Rule 11 evaluation costs for which the defendant did not show because of failure of the attorney to timely advise defendant of the scheduled appointment, expedited transcripts, etc., may be charged back to the attorney as a personal cost.

C. Billing Procedures for Legal Services Provided by Indigents:

1. Submission and Payment: The attorney should submit a monthly invoice for each month's services. Invoices are to be submitted no earlier than the 10th day of the month in which services are provided.
2. Statistical Report: The Court requires the attorney to prepare a statistical report summarizing his/her appointments and case activity each month on a statistical form provided by the Court. Invoices are to be submitted only after the previous month's statistical report has been completed. The statistical report for the previous months should be submitted with the bill for the current month's services. (For example, the bill for services provided in August would be submitted with the statistical information for July.)

IV. CASE ASSIGNMENT, CONFLICTS, REASSIGNMENT

- A. Case Assignment: The attorney will be assigned juvenile delinquencies, juvenile dependencies, guardianship, conservatorship, mental health and criminal felony cases in Superior Court. In addition, misdemeanor cases will be assigned in Justice Court.
- B. Conflicts: To accommodate the Court and reduce expense to counsel, conflicts will be assigned to another contract attorney. In cases requiring reassignment due to a

- B. Conflicts: To accommodate the Court and reduce expense to counsel, conflicts will be assigned to another contract attorney. In cases requiring reassignment due to a breakdown in attorney-client relationships, successor counsel may transfer to the conflicting attorney, a case of his/her choice.
- C. Reassignment of Case: When the attorney has been allowed to withdraw because the case is assigned to another attorney, the withdrawn attorney should promptly turn over his/her case file to the new attorney and notify him/her of any pending hearing dates and the status of the case.
- D. Rule 32's and Appeals: Rule 32's and appeals are normally assigned to non-contract attorneys; however, circumstances may exist which would warrant a Rule 32 or appeal being assigned to a contract attorney. Such assignments may be made to the contract attorney without additional compensation.
- E. Caseload Limitations: Attorney shall not be required to maintain caseloads inconsistent with the limitations set forth in *State v. Smith*, 140 Ariz. 355, 681 P.2d 1374 (S.Ct. 1984) and its progeny.
- F. Reservations: Attorney reserves the right to refuse appointment in cases in which a conflict of interest exists or where such appointment is inconsistent with attorney's ethical responsibilities and/or the *Rules of Ethical Conduct*.

V. SPECIFIC DUTIES OF COUNSEL

- A. Readiness and Promptness for Court:
 - 1. Readiness and Promptness: The attorney agrees to be prepared and appear in court promptly at or before the time set for hearings and not to rely on Court staff to notify or have to locate him/her when court is ready to proceed. The attorney agrees to meet with her client and discuss the case before the time set for hearing, not at the time set for hearing, particularly in those instances in which the client is in custody.
 - 2. Law and Motion Day: The attorney agrees to be present for Law and Motion Day, status conferences, and case management conferences as scheduled. If a substitute attorney is necessary, the attorney agrees to arrange for and update the substitute on case status so the hearing can proceed rather than be continued.
 - 3. Delays: In the event the attorney will be late due to unforeseen circumstances, he/she agrees to communicate the delay and an anticipated arrival time as soon as practicable.

- C. Statistical Reports: The attorney agrees to accurately complete and submit the caseload and summary statistical information regarding the attorney's appointments each month as required by the Court when submitting monthly bills for services rendered.
- D. Criminal Case Processing: The attorney acknowledges that the Arizona Supreme Court has adopted a goal of processing ninety percent (90%) of all criminal cases within one hundred (100) days. The attorney agrees to assist the Court in working on and obtaining those goals.
- E. Delinquency Cases: All contract attorneys, regardless of city of residence, are subject to being *on call* for representing juveniles who have been detained at accelerated hearings held on weekends and holidays. The Court shall follow a systematic rotational assignment process for all accelerated weekend and/or holiday hearings and shall make such assignments on a strictly equal basis to ensure that such assignments are equally divided among the contracting dependency cases.
- F. The attorney acknowledges that the Arizona State Legislature has enacted legislation regarding the procedure for dependency cases. The attorney agrees to become familiar with these procedures, and to accept appointments made to dependency cases.
- G. Contact with and Representation of Client:
 - 1. Office: The attorney agrees to maintain regular office hours and have a method for clients to contact him/her in an emergency outside of regular office hours. Attorney's office shall be staffed by clerical personnel a minimum of twenty (20) hours per week.
 - 2. Communication and Representation: The attorney agrees to promptly return phone calls and respond to correspondence, to obtain clients' consent before requesting that hearings be rescheduled, to interview witnesses, to issue subpoenas, and in other ways deal professionally with the client and diligently represent the client's interests.
 - 3. Calendar: The attorney agrees to maintain an accurate calendaring system for all his/her cases and to calendar all cases schedule for hearing. Counsel should not rely on court staff to advise what is scheduled for him/her each week. Attorney agrees to be the primary source of case information for the client. (Clients calling the Court trying to ascertain case information, clients failing to appear for hearings due to lack of notice, or clients appearing for hearings that have been changed may indicate a lack of communication with attorney.)
 - 4. Completion of Case: Attorney agrees to continue to represent any client on cases in which the firm was appointed during the term of this Letter of Understanding until the case is completed or he/she is relieved of that representation by order of the Court, regardless of the termination of the Letter of Understanding. If the Letter of

Understanding is terminated, attorney shall be paid at the regular non-contract rate of \$55.00 per hour for each billable hour spent representing his/her client in cases assigned prior to termination of the Letter of Understanding.

- H. Attorney Files: The attorney should retain her file for no less than five (5) years after the last action is taken in the case.

VI. **PLEADINGS AND CASE MANAGEMENT PROCEDURES**

A. Motions and Orders:

1. Timeliness and Basis: Motions should be filed sufficiently in advance of trials/hearings to allow for response and reply. The attorney acknowledges the requirements of good cause, supported by specific legal and factual basis, in submitting motions to the court.
2. Copies: Copies of motions should be sent to the assigned judge.
3. Oral Argument: If oral argument is requested, a form of notice wherein the Court may insert the date and time for oral argument to be conducted should be submitted.
4. Telephone Conferences: Prior approval by the Court to conduct oral argument by telephone conference shall be obtained, and the requesting attorney is responsible for initiating the call to the Court at the date and time scheduled for hearing.
5. Non-Appearance Calendar: Motions filed without request for oral argument and which do not require an evidentiary hearing will be placed on the Court's non-appearance calendar for submission to the Court after the time for response and reply have passed.
6. Expedited Action: If action is sought prior to the expiration of the time for response and reply, the motion should clearly identify that fact and indicate whether the prosecutor or any co-defendant objects to the requested relief.
7. Orders: Orders for the Court's signature should be prepared as a separate document, containing the standard case heading, and should not be included as an integral part of stipulations, motions, or other pleadings.

B. Facsimile:

1. Pleadings: Facsimile documents are intended to serve for advisory purposes only.

2. Originals: After faxing a document, the attorney must file with the Clerk of the Court the original document (without modification) within five (5) days of transmission of the facsimile.
3. Consent: If a facsimile needs to serve as an original, the attorney should obtain the consent of the assigned judge to submit the facsimile as an original.

C. Case Management Conference:

1. Personal Attendance: The attorney and the defendant must be personally present.
2. Discovery: The attorney should complete discovery by the first case management conference so that motions to compel, motions for sanctions, etc., are unnecessary and hearing does not need to be continued.
3. Plea Agreements: The attorney should discuss any plea offer with his/her client prior to the first case management conference.
4. Hearing Motions: Simple motions that do not require evidentiary hearing can be heard at the case management conference, and should be filed in sufficient time for response before case management conference. Motions to Suppress, voluntariness hearings, and other such matters requiring evidentiary hearings will be scheduled for a time other than case management conference.
5. Continuances: Continuances of the case management conference are to be avoided.

D. Motions to Continue:

1. Procedure: Continuances should be avoided and only sought for good cause. When expedited action is requested, the attorney should contact the defendant, and co-defendant's counsel, and prosecutor, advise them of the request, and indicate in the motion whether they object to the continuance.
2. Order: If there will be no objection, the attorney should also submit an order continuing for the Court's signature. The attorney should not assume a continuance will be granted because there is no objection and is responsible for ensuring that a continuance was granted and new dates have been assigned.
3. Sanctions: Sanctions, including jury costs and other court costs, may be imposed for late requests for continuances which are filed after the county has already reasonably incurred the costs associated with the matter, whether granted or not. Any costs imposed shall be limited to the actual costs sustained by the county and counsel shall be entitled to a hearing before such costs are imposed.

E. Interpreters:

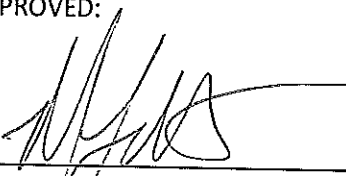
1. Notice: The attorney should give the Court at least two weeks advance notice, where possible, when an interpreter will be necessary to ensure an interpreter can be scheduled.
2. Permission: The attorney should request court permission in advance to use an interpreter at court expense for interviews, depositions, etc.
3. Attorney Presence: The attorney should be present with the interpreter during interviews, depositions, and attorney-client discussions.

VII. OTHER MATTERS

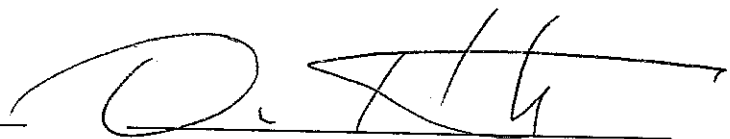
- A. Reasonable Division of Responsibilities: All attorneys contracting pursuant to the Letter of Understanding shall have the ability to agree among themselves to any reasonable division of responsibilities hereunder with the prior approval of the Presiding Judge.
- B. Rotational Assignments: The Superior Court shall ensure that all appointing Special Masters and all appointing Magistrates in the Justice Courts shall make appointments strictly pursuant to the rotational schedule provided by the Presiding Judge. Indigent clients shall not be able to request assignment of a specific attorney outside the rotational schedule. Appointing Magistrates shall ensure that assignments are made on a fair and even basis and keep a record of appointments made by attorney, and shall provide a copy to the Court and counsel on a form prescribed by the Superior Court on a monthly basis.

DATED this 5 day of January, 2015.

APPROVED:



Michael Latham, Presiding Judge



Dirk Legate

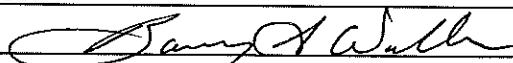
BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

Barry Weller, District 3 Supervisor

Date/Signature: 01-13-15



Describe in detail what you want to say to the Board and what action you want the Board to take:

Request that the County Attorney's Office and the Sherriff's Dept. provide an update and documentation to the BOS regarding assignment of the case to the appropriate jurisdictional authority, and the charging and prosecution of the former émployee who took Chinle Justice Court funds in 2013 for her own benefit.

BOS Meeting Date Requested 1/20/15

PRE-AGENDA ITEM REVIEW

Review Routing / /Legal / /Finance / /Purchasing / /Human Resource / /Other: _____

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda. Supervisor/Board Clerk's Initials _____

BOARD ACTION TAKEN

/ /Approved / /Disapproved / /Deleted / /Continued to: _____

Signature Clerk of Board _____

From: Department News
Sent: Monday, January 05, 2015 4:46 PM
Subject: The Game Program is seeking input on game management hunt guidelines

The Game Program is seeking input on game management hunt guidelines

The Department is accepting comments, both internally and externally, on improving the hunt guidelines to continue the sustainable management of the state's game animals, while providing as much hunting recreation as possible. The hunt guidelines provide the biological and social parameters used by wildlife managers to formulate the annual hunt recommendations (season structures, season lengths, season dates, permits allocated, etc.) and results in the hunts in which sportsmen, women and children participate in.

Comments may be submitted through the February 15 to azgamebranch@azgfd.gov. We are seeking your ideas, comments, concerns, or observations on how to meet the many demands by our varied hunting public, as well as fostering new opportunities for continuing our hunting heritage for future generations.

However, wildlife biologists note that while wildlife is held in the public's trust, and hunting opportunity is important, using science-based principles in shaping the guideline process remains paramount to assure healthy, sustainable, and diverse wildlife populations in perpetuity.

After all the comments are received, reviewed, and processed, the department will host public meetings across the state to present the proposed revisions, answer questions, and to collect any further public input. A final draft will then be prepared and posted at the department's website prior to being presented to the Game and Fish Commission at its September meeting.

For a copy of the current hunt guidelines, details about the guideline review process, and public

meeting locations, visit
www.azgfd.gov/huntguidelines.

Amber Munig

Big Game Management Supervisor, Game Branch
Arizona Game & Fish Department
5000 W. Carefree Highway
Phoenix, Arizona 85086
phone: 623-236-7355
fax: 623-236-7929
email: amunig@azgfd.gov

FREE Arizona Game and Fish Department e-
newsletters at [Sign up for AZGFD eNews](#)
GET OUTSIDE - Enjoy the Outdoors - look here for
opportunities <http://www.azgfd.gov/getoutside>

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

County Manager _____

Date/Signature: _____

Describe in detail what you want to say to the Board and what action you want the Board to take:

County Manager's Office: Following a possible executive session for legal advice pursuant to A.R.S.

38-431.03(A) (3) discussion and possible action regarding the advertising publication services for the County as per A.R.S.11-255

BOS Meeting Date Requested 1/20/15

PRE-AGENDA ITEM REVIEW

Review Routing / /Legal / /Finance / /Purchasing / /Human Resource / /Other: _____

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda. Supervisor/Board Clerk's Initials _____

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

County Manager _____

Date/Signature: _____

Describe in detail what you want to say to the Board and what action you want the Board to take:

County Manager's Office: Following a possible executive session for legal advice pursuant to A.R.S. 38-431.03(A) (3) discussion and possible action regarding the advertising publication services for the County as per A.R.S. 11-255.

BOS Meeting Date Requested _____

1/20/15

PRE-AGENDA ITEM REVIEW

Review Routing / /Legal / /Finance / /Purchasing / /Human Resource / /Other: _____

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

County Manager

Date/Signature:

Describe in detail what you want to say to the Board and what action you want the Board to take:

Call to the Public

BOS Meeting Date Requested ongoing

PRE-AGENDA ITEM REVIEW

Review Routing / /Legal / /Finance / /Purchasing / /Human Resource / /Other:

Legal Review:

Signature:

Finance Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials