



FEE #: 2009 – 19136

07/09/2009 02:16 PAGES: 0012
FEES: 12.00 8.00 1.00 .00 .00
REC BY: JACOBSON & CO
REC BY: CRISTINA ACOSTA

When Recorded Mail to:

Wade Noble
1405 W. 16th Street, Ste A
Yuma AZ 85364

COPY
AS TO FILING DATA ONLY

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
MARTINEZ LAKE RESORT UNIT NO. 1**

THIS DECLARATION OF CONDITIONS AND RESTRICTIONS (“Declaration”) is made and entered into as of June 18, 2009.

RECITALS

A. These covenants, conditions and restrictions are established upon the Property as described on the attached Exhibit “A” “Legal Description” and each and every portion thereof of the Declaration, to be mutually beneficial restrictions and obligations with respect to the proper use, occupancy and enjoyment thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property and enhancing the quality of life within the Property.

B. An Architectural Review Committee is established to review without approving construction and uses on and of the Property pursuant to the Design Guidelines and this Declaration, and to notify all owners of any violation of this Declaration of which the Committee becomes aware.

C. The owners, beneficiaries and trustees under trust deeds, occupants and all other persons hereafter acquiring any interest in the Property shall at all times enjoy the benefits of, and shall hold their interests subject to, the covenants, conditions, restrictions, privileges and rights set forth in the Declaration, all of which are declared to be in furtherance of a plan to promote and protect the Property.

D. Owners shall be required to contract with designated providers and contractors for certain services including water, electricity, sewer, waste disposal, security, fire protection, and off-lot maintenance and any other services not covered by the Improvement District.

The Property shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, conditions, restrictions, easements, privileges and rights of the Declaration, all of which shall run with the land and be binding upon the Property and all parties having or acquiring any right, title or interest in or to the Property, or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE 1
Definitions

1 Definitions

1.1 “**Architectural Review Committee**” means the committee formed with members and the Declarant, to review improvements and alterations to Lots.

1.2 “**Building Code**” means the Building Code in effect for Yuma County.

1.3 “**Declarant**” means Martinez Lake Development, Inc. an Arizona corporation, its successors and assigns.

1.4 “**Design Guidelines**” means the guidelines and criteria developed by the Declarant for construction and uses on the Lots.

1.5 “**Declaration**” means this entire document, as the same may from time to time be amended.

1.6 “**Improvement District**” means the district formed for the purpose of providing street maintenance and other purposes.

1.7 “**Lot**” means the separately designated and described parcels of land shown on the Plat, together with the Improvements constructed thereon, which are to be sold and used for residential purposes.

1.8 “**Majority of Owners**” unless otherwise specified, any provision herein requiring the approval of the Owners means the approval of a Majority of Owners.

1.9 “**Occupant**” means a person or persons, other than an Owner, in rightful possession of a Lot.

1.10 “**Owner**” means the record owner, whether one or more persons or entities, of fee simple title to any Lot. If fee simple title to a Lot is vested of record in a trustee pursuant to Arizona Revised Statutes §33-801 *et seq.*, fee simple title shall be deemed to be in the trustor. If fee simple title to a Lot is vested of record in a trustee pursuant to a single beneficiary trust or similar arrangement, title shall be deemed to be in the beneficiary.

1.11 “**Parcel**” means the parcel of real estate herein described which is subjected to this Declaration.

1.12 “**Parking Space**” means an exterior level area at least nine feet by twenty feet (9' x 20') or an interior space nine feet by eighteen feet (9' x 18'). Tandem parking for exterior spaces means a level area at least nine feet by forty feet (9' x 40') and for interior spaces an area at least nine feet by thirty-six feet (9' x 36').

1.13 “**Person**” means an individual, corporation, partnership, trustee or other entity capable of

holding title to real property.

1.14 **“Plat”** means the plat or plats of subdivision of the Property, and of easements, exclusions and dedications, recorded in the official records of Yuma County, Arizona, as from time to time amended.

1.15 **“Property”** means the Lots and all easements, rights, appurtenances and privileges belonging or in any way pertaining thereto as described on the attached Exhibit “A” “Legal Description”.

1.16 **“Public Purchaser”** means any Person who becomes an Owner of any Lot within the Property, except Declarant.

1.17 **“Single Family”** means a group of one or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than three persons not all so related, together with their domestic servants, who maintain a common household in a dwelling.

1.18 **“Temporary Dwelling”** means travel trailers, motor homes, and such other types of recreational or camping vehicles, mobile homes, park model homes, or manufactured homes.

1.19 **“Visible From Neighboring Lot”** means, with respect to any given object, that the object is or would be visible to a person having a height of six feet (6'), standing on any part of a neighboring Lot at an elevation no greater than the elevation of the base of the object being viewed.

ARTICLE 2

Property Subject to this Declaration

The Property has been developed or will be developed into various Lots. Declarant intends to sell and convey Lots within the Property to Public Purchasers. This Declaration is declared and agreed to be in furtherance of a general plan for the subdivision, improvement and sale of the Property and is established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property and every part thereof. Further, this Declaration shall run with the Property for all purposes and shall be binding upon and inure to the benefit of Declarant and all Owners and their successors in interest.

ARTICLE 3

Land Use Classifications, Permitted Uses, and Restrictions

3 **Permitted Uses and Restrictions - All Property.** The permitted uses, easements, and restrictions for the Property covered by this Declaration, shall be as follows:

3.1 **Access.** Upon reasonable notice, between the hours of 8:00 a.m. and 5:00 p.m. daily, Declarant, any member of the Architectural Review Committee or their authorized representative, shall have the right to enter upon and inspect any Lot and the Improvements thereon, except for the interior portions of any manufactured home, park model, mobile home or site built home for the purpose of ascertaining whether there is compliance with the provisions of

this Declaration and the Design Guidelines. No persons acting within this right shall be deemed guilty of trespass by reason of such entry.

3.2 **Animals.** No animals, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any Lot covered by this Declaration and then only if they are kept, bred or raised thereon solely as domestic pets and not for commercial purpose. No animal shall be allowed to make an unreasonable amount of noise or to otherwise become a nuisance. No structure for the care, housing or confinement of any animal shall be maintained anywhere on a Lot, except behind a Temporary Dwelling or site built home so as not to be visible from a street. All pets must be kept on a leash or otherwise confined when not within the Temporary Dwelling or site built home where their owner resides. Further, all pets must be accompanied by their owner or an authorized person when not on the owner's Lot, and in no instance shall a pet be leashed, restrained or otherwise, confined to a portion of a Lot in such a way as to allow the pet, because of the leash length or the manner of restraint or confinement, to travel off the Lot without accompaniment by their owner or an authorized person.

3.3 **Architecture.** Diverse, creative and non-repetitive architecture is encouraged in construction in keeping with the Design Guidelines.

3.4 **Building Code Compliance.** Prior to the purchase of a lot on which is situated a site built dwelling, a licensed Arizona Contractor, or certified building inspector, shall inspect the dwelling and list changes, modifications or improvements required to bring the dwelling into compliance with current Building Code. Inspection fees shall be paid by the Buyer. The Buyer shall, within one hundred-twenty (120) days of inspection or transfer of title, whichever is later, complete all changes, modifications or improvements, called out by the licensed Arizona Contractor or certified building inspector. Site built dwellings or site rebuilt dwellings with building permits issued by Yuma County within two (2) years prior to sale shall be exempt from the required inspection. Any modifications, additions or redevelopment of existing site built homes shall require compliance with the Building Code.

3.5 **Cleared Lots.** Any lot cleared by the removal of a temporary dwelling or a demolished site built dwelling shall be improved with site built masonry construction. Dwellings constructed on any lot with a surface area of one thousand two hundred (1,200) square feet or less shall use the ground level for parking.

3.6 **Construction.** All construction shall be site built masonry and shall conform to the Building Code and the Design Guidelines. Stucco is permitted only over masonry block. On walls exterior to the water in the lake, alternate materials approved by the Yuma County Building and Safety Department may be used which meet the fire rating intended to protect structures on the Property.

3.7 **Diseases and Insects.** No Owner shall permit any thing or condition to exist upon any portion of the Property which shall induce, breed or harbor infectious plant diseases or noxious insects.

3.8 **Docks.**

3.8.1 **Dock Restrictions.** Docks shall provide areas for boats that do not extend beyond the lot lines in the water.

3.8.2 **Dock Spaces.** Dock spaces shall not be leased or rented to third parties and shall be used only by the lot owner or a lot owner's weekend guest or tenant.

3.8.3 **Dock Specifications.** Docks shall conform to applicable ordinances, regulations and law for corresponding regulatory governmental agencies.

3.9 **Drainage Easement.** Drainage easements have been placed on the plat and shall be maintained by the Improvement District. Lots shall be graded to be drained to the street unless otherwise provided by the subdivision grading plan.

3.10 **Eaves and Projections.** Eaves and projections shall be a minimum of thirty inches (30") from side and rear property lines.

3.11 **Exterior Walls.** Exterior walls shall be constructed with a two (2) hour fire rating. Zero lot line construction shall comply with the Building Code requirement of masonry construction. On walls exterior to the water in the lake, alternate materials approved by the Yuma County Building and Safety Department may be used which meet the fire rating intended to protect structures on the Property.

3.12 **Garages.** Garages under living spaces shall be constructed in accordance with the Building Code. The ceiling shall be finished with drywall or other material.

3.13 **Height Restriction.** The top of any portion of a structure shall not be more than thirty-two feet (32') above the top of the curb in front of the house.

3.14 **Improvements and Alterations.** No improvements, alterations, repairs, excavation or other work which in any way alters the appearance of any Lot or the Improvements located thereon from its natural or improved state existing on the date such Lot was first conveyed or transferred to a Public Purchaser shall be made or done except in compliance with the provisions of this Declaration or Yuma County Planning Department approvals. No awnings or other structures shall be attached to any Temporary Dwelling except in compliance with the provisions of this Declaration.

3.15 **Leases.** No lot, after purchase by a Public Purchaser, shall be leased other than to a single family and for a period of not less than a month. Lot owners must inform the security company of any such lease. All such leases shall be subject to the provisions of this Declaration.

3.16 **Machinery and Equipment.** No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of buildings, improvements or structures which are within the permitted uses of such Lots. All equipment, which shall include air conditioners, propane tanks and trash cans, shall be enclosed and shall not be visible from the street.

3.17 **Maintenance and Repair of Improvements and Temporary Dwellings.** All Temporary Dwellings and site built homes shall be maintained in good condition. No Owner or Occupant shall allow any portion of Temporary Dwelling or a site built home to become unsightly, fall into disrepair, become dangerous or otherwise create a displeasing appearance Visible From A Neighboring Lot.

3.18 **Manufactured Dwellings.** Manufactured dwellings, including park model dwellings, manufactured prior to 1985 shall be removed from Martinez Lake Resort Unit No. 1 within three (3) years from the date of the Subdivision Disclosure Report from the Arizona Department of Real Estate is issued. Manufactured dwellings, including park model dwellings, manufactured after 1985 shall be permitted at Martinez Lake Resort Unit No. 1 provided that within three (3) years from the date of the Subdivision Disclosure Report, the requirements for set backs and off street parking as contained in this Declaration are met. Manufactured homes, mobile homes, prefabricated homes or park model dwellings shall not be installed at Martinez Lake Resort Unit No. 1 after the effective date of this Declaration. Travel trailers and RVs to be used as temporary housing during the three (3) year period subsequent to the issuance date of the Subdivision Disclosure Report must be approved by Declarant.

3.19 **Mineral Exploration.** No portion of the Property shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, earth, or any earth substance of any kind.

3.20 **Non-residential Use.** Except as provided herein, non-residential uses which include customers or other business invitees are prohibited on the Lots. Notwithstanding this restriction, Tract Q is reserved to its Owner and any successor in interest for Commercial Use as defined by the Yuma County Zoning Ordinance. The Owner, or the successor, may change the use of Tract Q to any Residential Use under the Ordinance.

3.21 **Nuisances.** No nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other Lot or to any Occupant of a Lot.

3.22 **Overhangs.** No tree, shrub, or planting of any kind on any Lot shall be allowed to overhang or otherwise to encroach upon any other Lot without the written consent of the adjoining Lot Owner.

3.23 **Parking Requirements.** All lots must provide a minimum of four (4) off street parking spaces with the exception of existing site built homes. Existing site built homes shall maintain existing parking configuration at the time of lot purchase. Future redevelopment of the site shall require a minimum of four (4) off street parking spaces.

3.24 **Parking Restrictions.** No car, motorcycles, boat trailers or other motor vehicles shall be parked or located on any roads or streets within the property.

3.25 **Recreational Vehicles.** Recreational Vehicles larger than twenty-five feet (25') in length are prohibited.

3.26 **Restriction on Further Subdivision.** Except as provided herein, no Lot shall be further

subdivided or separated into smaller Lots or parcels by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by any Owner. No Lot may be converted into a condominium or cooperative or other similar type of entity. This provision shall not limit Declarant from subdividing or separating into smaller Lots or Parcels any property owned by Declarant or as may be necessary to make boundary adjustments. Notwithstanding this restriction, Tract R is designated by its Owner for development to condominiums of up to six stories.

3.27 **Roof.** The roof shall be of fire resistive material (tile, metal or other) approved by the Yuma County Building Safety Division.

3.28 **Services Contracts.** Each Owner at the time of purchase shall contract for all services necessary or required by this Declaration. Such service contracts, which may include trash, Rural Metro and security, may be part of certificated service areas or for such services as are required for the maintenance, protection, and enhancement of the Property. Such services shall be in addition to the services provided by the Improvement District.

3.29 **Setbacks.** Setback of construction from front lot lines shall be three (3) feet and from side and rear lot lines shall be zero (0) feet, except as required by applicable codes and ordinances of Yuma County.

3.30 **Shoreline Construction.** Shoreline construction shall conform to all applicable ordinances, regulations and law for corresponding regulatory governmental agencies, and the Design Guidelines.

3.31 **Signs.** No signs shall be erected or maintained on any Lot so as to be Visible From Neighboring Lots, except one (1) "For Sale" sign no larger than four (4) square feet.

3.32 **Site Condition.** Each owner shall maintain and keep his Lot at all times in a safe, sound and sanitary condition and repair and shall correct any condition or refrain from any activity which might interfere with the reasonable enjoyment by other Owners, Occupants or other Persons of their respective Lots.

3.33 **Street Fan Palms.** Street fan palms, of the California Fan Palm variety, shall be planted on each lot according to the Design Guidelines. The trees shall be irrigated by the Lot Owner. The trees shall be skinned and trimmed by the Improvement District.

3.34 **Temporary Dwellings.** Except as provided in Section 3.18, no Temporary Dwelling shall be located on any lot, road or street within the Property or shall be used to house overnight occupants or permitted to hook up to sewer, water or electricity.

3.35 **Tents.** Tents are prohibited.

3.36 **Trash Containers and Collection.** No garbage or trash shall be placed or kept on any portion of the Property except in covered containers provided by the waste disposal contractor. Such containers shall be located only so that the containers are not visible from a street except to make the containers available for trash collection. Owners shall be responsible for removal of

all rubbish, trash, or garbage from the Owner's Lot and such materials shall not be allowed to accumulate thereon. No incinerators shall be operated, kept or maintained on any portion of the Property.

3.37 **Use Restriction**. Only one (1) dwelling unit may be placed, built, or maintained on any Lot.

3.38 **Use of Lots by Declarant**. Lots owned by Declarant may be used for any purpose, including sales rentals and construction offices for the purpose of enabling Declarant to sell, develop and maintain Lots within the Property, until such time as all of the Lots owned by Declarant have been sold to Public Purchasers.

3.39 **Utility Service**. After three (3) years from the date of the issuance of the Subdivision Disclosure Report by the Arizona Department of Real Estate, no lines, wires, or other devices for the communication, reception or transmission of electric current, power, or signals, including television and radio signals, shall be erected, placed or maintained anywhere in or upon any portion of the Property, unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under or on buildings or other structures. Satellite dish installations are exempt from this restriction. No provision of this Declaration shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or structures. No water well shall be drilled, operated, or used unless by the Shepard Water Company or its designee. The existing telephone signals transmission is excepted from this restriction until such time as replacement may be made.

3.40 **Utility Easements**. There is hereby created a blanket easement upon, across, over and under all Lots for ingress, egress, installation, replacing, repairing and maintaining all utility and service lines and systems, including, but not limited to, water, sewers, septic systems, gas, telephones, electricity, television cable or communication lines and systems. By virtue of this easement, it shall be expressly permissible for the providing utility or service company to install and maintain facilities and equipment on any portion of the Property and to affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of said Lot as restricted above. Notwithstanding anything to the contrary contained in this Subpart, no sewers, electrical lines, water lines, or other utilities or service lines may be installed or relocated on a Lot except as initially developed and approved by the Declarant.

ARTICLE 4 Special Declarant Rights

Until the sale to a Public Purchaser of the last Lot owned by Declarant, the Declarant, its employees, agents, and subcontractors or parties designated by it in connection with any legitimate purpose with the Property shall have rights, including but not limited to, the right to maintain sales offices, management offices, signs advertising the project and Lots for sale. This Declaration shall not be amended to eliminate, modify or impair any rights granted to the Declarant or any party connected to the Declarant under the terms of this Declaration.

ARTICLE 5
General Provisions

5 General Provisions

5.1 **Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date the Declaration was recorded, after which time they shall be automatically extended for successive periods of ten (10) years. Amendments to this Declaration shall be made by an instrument in writing entitled "Amendment to Declaration" which sets forth the entire amendment. Amendments may be adopted at any meeting of the Owners upon the approval of a Majority of the Owners or without a meeting if all Owners have been duly notified and if two-thirds (2/3rds) of all of the Owners consent in writing to such amendment. Any amendment when adopted shall bear the signature of all Owners in favor of the amendment.

5.2 **Attorneys' Fees.** In the event the Declarant or any Owner employs an attorney or attorneys to enforce compliance for any violation or non-compliance with this Declaration, the prevailing party in any such action shall be entitled to recover from the other party the reasonable attorneys' fees incurred in the action.

5.3 **Captions and Exhibits; Construction.** Captions given to various provisions herein, and the Table of Contents for this Declaration, are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Property as herein above set forth.

5.4 **Declaration.** By acceptance of a deed or by acquiring any ownership interest in any of the real property included within this Declaration, each person, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, and conditions now or hereafter imposed by this Declaration and any amendments hereto. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the real property subject hereto and thereby evidences his interest that all the restrictions, conditions and covenants contained herein shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees, and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future Owners.

5.5 **Delivery of Notices and Documents.** Any written notice or other documents relating to or required by this Declaration may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered seventy-two (72) hours after deposit in the United States mail, postage prepaid, addressed as follows:

To an Owner. If to an Owner, to the address of any Lot within the Property owned, in whole or in part, by the Owner or to any other address last furnished by an Owner.

To Declarant. If to Declarant, at 11422 N. Smoke Tree Road, Martinez Lake, Arizona 85365.

5.6 **Enforcement.** Any Owner shall have the right, after thirty days written notice to a violating Owner, to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. All costs and expenses incurred by the such Owner shall be borne by the violating Owner. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

5.7 **Remedies Cumulative.** Each remedy provided by the Declaration is cumulative and not exclusive.

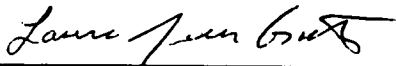
5.8 **Severability.** If any provision of this Declaration, or any section, clause, sentence, phrase or word, or the application thereof in any circumstance, is held invalid, the validity of the remainder of this Declaration, and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances, shall not be affected thereby, and the remainder of this Declaration shall be construed as if such invalid part were never included therein.

5.9 **Violation of Law.** Any violation of any state, municipal, or local law, ordinance or regulation, pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of the Declaration and subject to any or all of the enforcement procedures set forth in this Declaration.

5.10 **Violations and Nuisance.** Every act or omission whereby any provision of this Declaration is violated in whole or in part is declared to be a nuisance and may be enjoined or abated, whether or not relief sought is for negative or affirmative action, by Declarant, or any Owner or Owners of Lots within the Property.

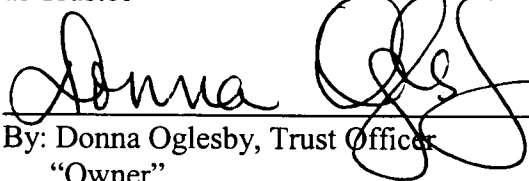
IN WITNESS WHEREOF, the undersigned, being the Declarant has executed this Declaration the date first appearing above.

Martinez Lake Development, Inc.,
an Arizona corporation,



By: Laura Jean Guth - President
"Declarant"

Citizens Title & Trust, an Arizona corporation,
as Trustee



By: Donna Oglesby, Trust Officer
"Owner"

STATE OF ARIZONA)
) ss.
County of Yuma)

On this, the 18th day of June 2009, before me, the undersigned Notary Public, personally appeared Laura Jean Guth as President of Martinez Lake Development, Inc., known to be to be the person described in the foregoing instrument, and acknowledged to me that she executed the same for the purposes therein contained.

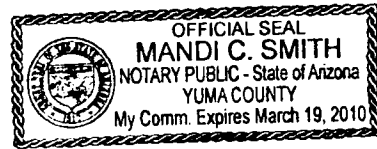
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Com Exp. 3-19-2010



Notary Public

STATE OF ARIZONA)
) ss.
County of Yuma)



On this, the 18th day of June 2009, before me, the undersigned Notary Public, personally appeared Donna Oglesby, as Trust Officer of Citizens Title & Trust, Trustee, known to be to be the person described in the foregoing instrument, and acknowledged to me that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Com Exp. 3-19-201



Notary Public

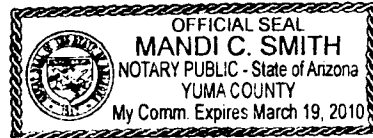


Exhibit "A"

LEGAL DESCRIPTION

Lots 1 through 10, 12 through 22, 24 through 56, 58 through 71, 71A, 72 through 77, 79 through 87, 89 through 101, 103 through 129, 131, 132, 132A, 133 through 140, MARTINEZ LAKE RESORT UNIT No. 1, according to the plat of record in the office of the County Recorder of Yuma County, Arizona in Book 25 of Plats, pages 35-39.



AFTER RECORDING
MAIL TO:

Cristina Acosta

FEE #: 2009 – 19137

07/09/2009 02:21 PAGES: 0003
FEES: 5.00 8.00 1.00 .00 .00
REQ BY: JACOBSON & CO
REC BY: CRISTINA ACOSTA

COPY
AS TO FILING DATA ONLY

MARTINEZ LAKE RESORT UNIT NO. 1

RATIFICATION
OF
PLAT, DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
AND
RELEASE AND CONVEYANCE
OF DEDICATION

**RATIFICATION OF PLAT, DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND
RELEASE AND CONVEYANCE DEDICATION**

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned has an interest of record in that certain property which has been subsequently subdivided and platted as:

MARTINEZ LAKE RESORT UNIT NO. 1, according to the plat of record in the office of the County Recorder of Yuma County, Arizona in Book 25 of Plats, Pages 35-39

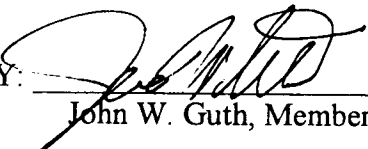
NOW, THEREFORE, the undersigned hereby ratifies, confirms and approves the following as if the undersigned had originally joined in the execution thereof:


1. The above described plat and each and every dedication more specifically set forth thereon and to the extent that the Deed of Trust recorded 12-30-05, in Fee No. 2005-57177, and re-recorded 2-23-09 in Fee No. 2009-04883 records of Yuma County, Arizona, encumbers any real property dedicated for road right of ways and retention basin as evidenced by the above described subdivision plat. This document shall constitute and serve as a release and conveyance of such dedicated real property in said subdivision.

2. The Declaration of Covenants, Conditions and Restrictions as recorded 7-9-09 in Fee No. 2009-18156 affecting said subdivision.

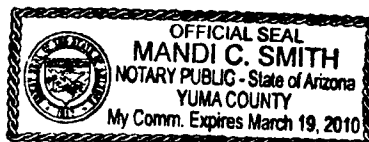
IN WITNESS WHEREOF, the undersigned has caused its name to be signed on behalf of the corporation, this 16th day of April, 2009

MLRJ #1, LLC, an Arizona limited liability company


BY: 
John W. Guth, Member

BY: 
Gail W. Guth, Member

STATE OF ARIZONA)
)ss.
COUNTY OF YUMA)



This instrument was acknowledged before me on this 16th day of April 2009, by John W. Guth and Gail W. Guth, Members of MLRJ#1, LLC


NOTARY PUBLIC

My commission expires:

March 19, 2010