

CLEAR CREEK PINES UNIT TWO
WATER WELL USERS ASSOCIATION, INC.
MEMBERSHIP AGREEMENT

On this _____ day of _____, 199____,

I, _____, an unmarried
(man) (woman), (or)

We, _____ and _____
_____, husband and wife, hereby request that (I)
(we) be admitted as a member of CLEAR CREEK PINES UNIT TWO WATER
WELL USER'S ASSOCIATION, INC., an Arizona nonprofit corporation
(the "Association"), and in conformity with the Articles of
Incorporation and the Bylaws of the Association, now existing and
as may hereafter be adopted or amended, and in consideration of
the benefits we received therefrom covenant and agree as follows:

1. Description of Lot. Such membership in the
Association, and all water rights and interests represented
thereby or existing or accruing therefrom under the Articles of
Incorporation and Bylaws of the Association or incident thereto,
shall be inseparately appurtenant to the following described real
property, located in Coconino County, Arizona:

Lot __, CLEAR CREEK PINES UNIT TWO, as shown
in the plat thereof, recorded in Case 1,
Map 126, records of Coconino County, Arizona.

2. Rights and Benefits. Membership in the
Association shall entitle the member to his pro rata share of all
water developed or owned by the Association for domestic use in
connection with the use and occupancy of the above-described lot
within the CLEAR CREEK PINES UNIT TWO SUBDIVISION, in an amount
not exceeding reasonably necessary uses therefor.

3. Transfer of Lot. It is agreed and understood that
every transfer of the title to said lot, to which this membership
is appurtenant, whether by grant or operation of law (except
where such transfer involves the grant or the creation of an
easement, license, encumbrance, lien or interest given to secure
an obligation) shall operate, whether expressed or not, as a
transfer to the grantee or successor in title of this membership
in the Association and all rights and benefits related to
membership, and upon presentation to the Association of proof of
any such transfer the proper officer shall transfer this
membership on its books to the grantee or successor in title.

Any transfer or attempted transfer of this membership shall be of no force and effect whatsoever and shall confer no rights of any kind whatsoever on the person to whom such transfer was attempted to be made unless simultaneously therewith a transfer of title to the lot to which this membership is appurtenant is also made.

4. Assessments. Assessments may be made from time to time upon this membership and the lot to which it is appurtenant by the Board of Directors of the Association as may be required to raise revenues for the construction, operation, maintenance, repair, replacement, improvement, enlargement or extension of the works and facilities owned, controlled or maintained by the Association and for the fulfillment of any obligation undertaken by the Association, or for the carrying out of any of its purposes. Such assessments shall be levied by delivering written notice to the member at his place of residence as then set forth in the books of the Association and shall be due and payable when called for in such notice. Such assessments, until paid, shall be a lien on the lot described hereinabove and on all rights and interests represented by this membership, which lien may be enforced by the Association by a foreclosure and sale in the manner provided by law for the foreclosure of mortgages. Payment of any assessments levied may also be enforced by withholding the delivery of water which but for the default the undersigned would be entitled to receive, or by any other means which the Board of Directors of the Association, in its sole discretion, deems appropriate.

5. Easements and Rights-of-Way. The undersigned further grants to the Association over the lot described hereinabove any necessary easements and rights-of-way for the construction, operation and maintenance of a water distribution system and other works related thereto, together with the right of ingress and egress thereto and therefrom, for the sole and exclusive use and benefit of the Association.

6. Delivery and Use of Water. It is understood and agreed that the Association will be responsible for the construction, operation, maintenance and upkeep of a domestic water delivery system within the CLEAR CREEK PINES UNIT TWO SUBDIVISION. The Association shall construct one or more water distribution mains to supply water to the lots of its members for their exclusive use and benefit. Members shall not sell, offer for sale, or otherwise provide water to non-members or for use off of the lot to which this membership is appurtenant. It is understood that the purpose for this limitation is to prevent the Association from becoming a common carrier or public service corporation under Arizona law, which could jeopardize the continuing operation of the Association. It is understood and agreed that the Association will not be responsible for delivering water to the properties of the members. The location and placement of the water distribution system shall be

determined by the Board of Directors, in its sole discretion. The board shall select a route or routes for water distribution mains which will provide reasonable access to a main for all members; however, it may be physically impossible or financially impracticable to construct water distribution mains over or contiguous to the lot of every member in the Association. Each member shall be responsible for installing and connecting a private line from a water distribution main to his lot, and shall do so in a manner which does not cause harm to the water distribution main, create a dangerous or unsanitary condition, or impair the Association's ability to carry and deliver water.

7. Articles of Incorporation and Bylaws. The undersigned agrees to be bound by all of the terms, conditions, limitations and conditions set forth in the Articles of Incorporation and Bylaws of the Association, including all amendments thereto now existing or which may hereafter be duly adopted.

8. Absence of Membership Certificate. It is understood and agreed that no certificate or other separate document evidencing membership shall be physically delivered to the undersigned. A record of the members in the Association and the lots to which each membership is appurtenant shall be maintained by the Association.

9. Termination. This Agreement, and all rights, conditions, limitations and provisions contained herein shall terminate upon the dissolution of the Association.

10. Miscellaneous. It is understood and agreed that the rights, conditions, limitations and provisions contained in this Agreement, and those contained in the Articles of Incorporation and Bylaws of the Association, including all amendments thereto, shall constitute a covenant running with the land for the benefit of the Association and its members and shall be binding upon the undersigned, his successors and assigns. This Agreement shall be governed and construed in accordance with the laws of the State of Arizona. This Agreement shall be recorded in Coconino County, Arizona. The headings set forth herein are for convenience of reference and shall not be used in interpreting this Agreement.

IN WITNESS WHEREOF, the undersigned (has) (have) set (his) (her) (their) hand and seal.

STATE OF ARIZONA)
) ss.
County of _____)

The foregoing instrument was executed before me
this _____ day of _____, 198_, by _____.

Notary Public

My Commission Expires:

STATE OF ARIZONA)
) ss.
County of _____)

The foregoing instrument was executed before me
this _____ day of _____, 198_, by _____,
the President of CLEAR CREEK PINES UNIT TWO WATER WELL
OWNER'S ASSOCIATION, INC., an Arizona nonprofit corporation,
on behalf of the corporation.

Notary Public

My Commission Expires:

STATE OF ARIZONA)
) ss.
County of _____)

The foregoing instrument was executed before me
this _____ day of _____, 198_, by _____,
the Secretary of CLEAR CREEK PINES UNIT TWO
WATER WELL USERS ASSOCIATION, INC., an Arizona nonprofit
corporation, on behalf of the corporation.

Notary Public

My Commission Expires:
