

Eric D. Gere - 023226
egere@jsslaw.com
JENNINGS, STROUSS & SALMON, P.L.C.
A Professional Limited Liability Company
One East Washington Street, Suite 1900
Phoenix, Arizona 85004-2554
Telephone: (602) 262-5911
MinuteEntries@jsslaw.com

Attorneys for Plaintiff BrickHouse Trust

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF COCONINO

BrickHouse Trust, Dated October 27, 2011,
by and through Nicholas A. and Kathleen A.
Heth, trustees,

Plaintiff,

vs.

Continental Country Club, Inc., an Arizona
non-profit corporation; Jon Held, an
individual; Kathy Mitchell, an individual;
Chuck Thompson, an individual; Bobby
Goitia, an individual; William McGrath, an
individual; Wesley Dunlap, an individual;
Terry Makinster, an individual, DeeDee
Malmstone; an individual, Josie McCarthy, an
individual; and DOES 1 through 10 and ABC
Entities 1-10,

Defendants.

No. S0300CV202100446

**ORDER RE: PLAINTIFF
BRICKHOUSE TRUST'S MOTION
FOR PARTIAL JUDGMENT ON THE
PLEADINGS RE: CLAIM FOR
DECLARATORY JUDGMENT**

(Assigned to the Hon. Stacy Krueger)

Div. 3

Plaintiff's Motion for Partial Judgment on the Pleadings regarding its Claim for
Declaratory Relief ("Motion") is before the Court, and having been fully briefed by the
parties, after oral argument was provided by the parties, and for good cause appearing, the
Court ordered as follows:

IT IS HEREBY ORDERED that Plaintiff's Motion is granted in part and denied
in part, and that portions of the First Amendment to the Amended and Unified Declaration

1 of Restrictions Continental Country Club are invalid and are hereby stricken as set forth
2 below:

3 26. All Lots that are rented must comply with all the
4 following restrictions:

5 ~~a) No Lot and/or portion of a lot may be Rented, or~~
6 ~~advertised to be Rented, for a term of less than (30)~~
7 ~~consecutive days, and no new lease may begin less than~~
8 ~~thirty (30) days after the start date of the prior lease.~~
9 ~~However, Owners may continue to Rent their Lot for less~~
10 ~~than thirty (30) day periods until the first of the following~~
11 ~~events occur: (i) one (1) year (365 consecutive days) from~~
12 ~~the date this amendment is recorded; or (ii) upon title~~
13 ~~change to the Lot and/or transference of title to the Lot in~~
14 ~~any form.~~

15 b) "Rent" is defined as lease, sublease, license, occupancy
16 for consideration, vacation rental, or timeshare.

17 c) The Owner must ensure that all Rentals and occupants of
18 such Rentals comply with all of the terms of these
19 Restrictions and the Rules and Regulations of the
20 Association.

21 The Court expressly finds that the stricken provisions are severable.

22 Dated: June 14, 2022.



eSigned by STACY KRUEGER 06/14/2022 11:52:08 U6VXXWiQo

Hon. Stacy Krueger, Judge