



Recorded at the request of:
James D. Atkinson

When recorded mail to:
James D. Atkinson
Carpenter Hazlewood Delgado & Bolen, P.L.C.
1550 Plaza West Drive
Prescott, AZ 86303

PERIMETER WALL EASEMENT AMENDMENT TO
AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE
"THE ENCLAVE"

THIS PERIMETER WALL EASEMENT AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE "ENCLAVE" (the "Amendment to Amended and Restated Declaration") is made effective as of the date of the recording hereof in the Office of the Coconino County Recorder.

WITNESSETH

WHEREAS, on December 21, 2000, Marc Archer recorded the Declaration of Covenants, Conditions and Restrictions for the "Enclave" dated October 15, 2000 (the "Original Declaration") as Instrument No. 3075336 in the Official Records of Coconino County, Arizona, which imposed certain covenants, conditions and restrictions on the real property located in Coconino County, Arizona described therein, and

WHEREAS, on February 22, 2001, Archer Homes Co. LLC (the "Declarant"), an Arizona limited liability company, recorded the Declaration of Covenants, Conditions and Restrictions for the "Enclave" dated February 20, 2001 (the "First Replacement Declaration") which superseded and replaced the Original Declaration, as Instrument No. 3081520 in the Official Records of Coconino County, Arizona, which imposed certain covenants, conditions and restrictions on the real property located in Coconino County, Arizona described therein, and

WHEREAS, on June 21, 2001, the Declarant recorded the Declaration of Covenants, Conditions and Restrictions for the "Enclave" dated June 20, 2001 (the "Declaration") which superseded and replaced the First Replacement Declaration, as Instrument No. 3096082 in the Official Records of Coconino County, Arizona which imposed certain covenants, conditions and restrictions on the real property located in Coconino County, Arizona described therein, and

WHEREAS, on June 27, 2002, ENC Partners I Co., LLC, the successor to the Declarant, recorded the Annexation Amendment for The Enclave Unit 2, Declaration of Covenants, Conditions and Restrictions signed June 19, 2002 (the "Unit 2 Annexation Amendment"), as Instrument No. 3147914 in the Official Records of Coconino County, Arizona, which amended the Declaration to add certain real property within the Project as described therein and to grant to the Owners of such property the rights and obligations set forth therein, and

WHEREAS, pursuant to that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for the "Enclave" recorded August 23, 2012 as Instrument No. 363869 in the Official Records of Coconino County, Arizona (the "Amended and Restated Declaration"), the Owners of not less than seventy percent (70%) of the Lots amended and restated the Declaration, and

WHEREAS, the Amended and Restated Declaration may be amended by the written approval or the affirmative vote, or any combination thereof, of Owners of not less than sixty-seven percent (67%) of the Lots, and

WHEREAS, the Owners of not less than sixty-seven percent (67%) of the Lots have executed and delivered to the Association written approvals of the amendments to the Amended and Restated Declaration set forth in this Amendment to Amended and Restated Declaration as hereinafter set forth.

NOW, THEREFORE, the Amended and Restated Declaration is hereby amended as follows:

1. Article 5 of the Declaration is hereby amended to add a new section numbered 5.6 and titled "Replacement Perimeter Wall Common Area Easements" which shall provide as follows:

5.6. Replacement Perimeter Wall Common Area Easements. Pursuant to Section 4.19(c) of this Declaration, the Association is obligated to maintain the Perimeter Walls located in the Project in the event a Perimeter Wall is damaged or destroyed by some cause other than the act of an Owner or his agents, tenants, licensees, guests or family (including ordinary wear and tear and deterioration from lapse of time). The Board has in the past determined, and may from time to time in the future determine, that a Perimeter Wall located along the rear boundary of an Owner's Lot is in need of replacement by the Association and that it is in the best interests of the Association that a replacement Perimeter Wall (the "Replacement Perimeter Wall") be reconstructed in a location on the Common Area located adjacent to the rear of an Owner's Lot rather than along the boundary line between the Common Area and the Owner's Lot. If the Association elects to construct a Replacement Perimeter Wall on the Common Area, the

Owner of the Lot which was previously bounded at the rear thereof by the replaced Perimeter Wall shall have a perpetual exclusive easement (an "Replacement Perimeter Wall Common Area Easement") over those portions of the Common Area bounded on one side by the rear boundary line of the Owner's Lot, on another side by the Replacement Perimeter Fence and on the other two sides by an extension of the side boundary lines of the Owner's Lot from the rear of the Lot to the Replacement Perimeter Fence (the "Replacement Perimeter Wall Easement Area"). Each Owner having a Replacement Perimeter Wall Common Area Easement shall be responsible for all maintenance obligations for the Replacement Perimeter Wall Easement Area Easement and all improvements thereto and shall indemnify the Association against damages incurred by the Association arising from the use of the Replacement Perimeter Wall Easement Area. Notwithstanding any other provision of this Declaration, the Association shall not be obligated to maintain any portion of the Common Area subject to a Replacement Perimeter Wall Common Area Easement.

2. Subsection (d) of Section 6.1 of Article 6 of the Declaration is hereby amended to replace the period at the end thereof with the following: "; and".

3. Section 6.1 of Article 6 of the Declaration is hereby amended to add a new subsection designated as (e) which shall provide as follows:

(e) the right of the Association to grant Replacement Perimeter Wall Common Area Easements over portions of the Common Area in accordance with Section 5.6 of Article 5 of this Declaration.

4. The first sentence of Section 7.1 of Article 7 of the Declaration is hereby amended to add the following to the beginning thereof: "Except as set forth in Section 5.6 of Article 5 of this Declaration as to the portions of the Common Area subject to the Replacement Perimeter Wall Common Area Easements,".

5. Section 7.5 of Article 7 of the Declaration is hereby amended to add a new sentence to the end thereof which shall provide as follows:

If any Owner who has been granted (or whose predecessor in interest has been granted) a Replacement Perimeter Wall Common Area Easement fails to maintain any portion of the Common Area subject to such Replacement Perimeter Wall Common Area Easement, the Association shall have the right, but not the obligation, to enter upon such portion of the Common Area to perform the maintenance and repairs not performed by the Owner, and the cost of any such work performed by or at the request of the Association shall be paid for by the Owner of the Lot, upon demand from the Association, and such amounts shall

be a lien upon the Owner's Lot, and the Association may enforce collection of such amounts in the same manner as provided elsewhere in this Declaration for the collection and enforcement of Assessments.

5. Except as specifically modified by this Amendment to Amended and Restated Declaration, the Amended and Restated Declaration shall remain in full force and effect in accordance with its terms. In the event of any conflict or inconsistency between the terms of this Amendment to Amended and Restated Declaration and the Amended and Restated Declaration, the terms of this Amendment to Amended and Restated Declaration shall control.

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VEHICLE AND PARKING AMENDMENT TO
AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE
"THE ENCLAVE"

THIS VEHICLE AND PARKING AMENDMENT TO AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE
"ENCLAVE" (the "Amendment to Amended and Restated Declaration") is made effective as of
the date of the recording hereof in the Office of the Coconino County Recorder.

WITNESSETH

WHEREAS, on December 21, 2000, Marc Archer recorded the Declaration of Covenants,
Conditions and Restrictions for the "Enclave" dated October 15, 2000 (the "Original
Declaration") as Instrument No. 3075336 in the Official Records of Coconino County, Arizona,
which imposed certain covenants, conditions and restrictions on the real property located in
Coconino County, Arizona described therein, and

WHEREAS, on February 22, 2001, Archer Homes Co. LLC (the "Declarant"), an
Arizona limited liability company, recorded the Declaration of Covenants, Conditions and
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which superseded and replaced the Original Declaration, as Instrument No. 3081520 in the
Official Records of Coconino County, Arizona, which imposed certain covenants, conditions
and restrictions on the real property located in Coconino County, Arizona described therein, and

WHEREAS, on June 21, 2001, the Declarant recorded the Declaration of Covenants,
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superseded and replaced the First Replacement Declaration, as Instrument No. 3096082 in the
Official Records of Coconino County, Arizona which imposed certain covenants, conditions and
restrictions on the real property located in Coconino County, Arizona described therein, and

WHEREAS, on June 27, 2002, ENC Partners I Co., LLC, the successor to the Declarant, recorded the Annexation Amendment for The Enclave Unit 2, Declaration of Covenants, Conditions and Restrictions signed June 19, 2002 (the "Unit 2 Annexation Amendment"), as Instrument No. 3147914 in the Official Records of Coconino County, Arizona, which amended the Declaration to add certain real property within the Project as described therein and to grant to the Owners of such property the rights and obligations set forth therein, and

WHEREAS, pursuant to that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for the "Enclave" recorded August 23, 2012 as Instrument No. 363869 in the Official Records of Coconino County, Arizona (the "Amended and Restated Declaration"), the Owners of not less than seventy percent (70%) of the Lots amended and restated the Declaration, and

WHEREAS, the Amended and Restated Declaration may be amended by the written approval or the affirmative vote, or any combination thereof, of Owners of not less than sixty-seven percent (67%) of the Lots, and

WHEREAS, the Owners of not less than sixty-seven percent (67%) of the Lots have executed and delivered to the Association written approvals of the amendments to the Amended and Restated Declaration set forth in this Amendment to Amended and Restated Declaration as hereinafter set forth.

NOW, THEREFORE, the Amended and Restated Declaration is hereby amended as follows:

1. Section 4.6 of the Declaration is hereby amended in its entirety to provide as follows:

4.6. Recreational Vehicles. No mobile home, motor home, trailer, camper, truck with a camper shell used for sleeping, boat, boat trailer or similar vehicle or equipment (each, a "Recreational Vehicle") shall be parked, kept, placed, maintained, constructed, reconstructed, serviced or repaired on any street (public or private) or Common Area in the Project. No Recreational Vehicle shall be parked, kept, placed, maintained, constructed, reconstructed, serviced or repaired on any Lot without the prior written approval of the Association and then only on the paved driveway, the driveway extension or the paver driveway extension of the Owner's Lot. Notwithstanding the foregoing, at no time may any Recreational Vehicle be parked on the driveway of a Lot in a manner that results in any portion of the Recreational Vehicle extending beyond the following vertical plane: (i) for Lots not having a sidewalk on the Lot, the plane extending vertically from the line where the end of the driveway (including the rolled concrete curb abutting such driveway) on the Lot meets the asphalt surface of the street

and (ii) for Lots having a sidewalk on the Lot, the plane extending vertically from the seam where the driveway on the Lot meets the side of such sidewalk closest to the Dwelling Unit.

2. Section 4.7 of the Declaration is hereby amended in its entirety to provide as follows:

4.7. Vehicle Parking. No automobile, pickup or other truck, motorcycle, quad or other similar vehicle (each, a "Vehicle") shall be parked, kept, placed, maintained, constructed, reconstructed, serviced or repaired on any street (public or private) or Common Area in the Project. All Vehicles of Owners and of their lessees, employees, guests and invitees shall be kept in garages, in carports or on the driveways of the Owner's Lot. No Vehicle shall be maintained, constructed, reconstructed, serviced or repaired on any Lot without the prior written approval of the Association and then only on the paved driveway, the driveway extension or the paver driveway extension of the Owner's Lot. Notwithstanding the foregoing, at no time may any Vehicle be parked on the driveway of a Lot in a manner that results in any portion of the vehicle extending beyond the following vertical plane: (i) for Lots not having a sidewalk on the Lot, the plane extending vertically from the line where the end of the driveway (including the rolled concrete curb abutting such driveway) on the Lot meets the asphalt surface of the street and (ii) for Lots having a sidewalk on the Lot, the plane extending vertically from the seam where the driveway on the Lot meets the side of such sidewalk closest to the Dwelling Unit. Nothing contained in this Section 4.7 shall be construed to permit the parking in the above-described areas of any vehicle (including any Recreational Vehicle) whose parking is otherwise prohibited by this Declaration or the parking of any inoperable vehicle.

3. Except as specifically modified by this Amendment to Amended and Restated Declaration, the Amended and Restated Declaration shall remain in full force and effect in accordance with its terms. In the event of any conflict or inconsistency between the terms of this Amendment to Amended and Restated Declaration and the Amended and Restated Declaration, the terms of this Amendment to Amended and Restated Declaration shall control.

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INSURANCE AMENDMENT TO
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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE
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WHEREAS, on June 27, 2002, ENC Partners I Co., LLC, the successor to the Declarant, recorded the Annexation Amendment for The Enclave Unit 2, Declaration of Covenants, Conditions and Restrictions signed June 19, 2002 (the "Unit 2 Annexation Amendment"), as Instrument No. 3147914 in the Official Records of Coconino County, Arizona, which amended the Declaration to add certain real property within the Project as described therein and to grant to the Owners of such property the rights and obligations set forth therein, and

WHEREAS, pursuant to that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for the "Enclave" recorded August 23, 2012 as Instrument No. 363869 in the Official Records of Coconino County, Arizona (the "Amended and Restated Declaration"), the Owners of not less than seventy percent (70%) of the Lots amended and restated the Declaration, and

WHEREAS, the Amended and Restated Declaration may be amended by the written approval or the affirmative vote, or any combination thereof, of Owners of not less than sixty-seven percent (67%) of the Lots, and

WHEREAS, the Owners of not less than sixty-seven percent (67%) of the Lots have executed and delivered to the Association written approvals of the amendments to the Amended and Restated Declaration set forth in this Amendment to Amended and Restated Declaration as hereinafter set forth.

NOW, THEREFORE, the Amended and Restated Declaration is hereby amended as follows:

1. Section 8.1(a) of the Amended and Restated Declaration is hereby amended in its entirety to provide as follows:

(a) Property insurance on the Common Area and the Dwelling Units (exclusive of improvements and betterments installed in Dwelling Units and of the personal property of Dwelling Unit Owners) issued under a standard form "All Risk of Direct Physical Loss Form" (the "Association Property Damage Policy") in an amount equal to the maximum insurable replacement value, of the Common Area and the Dwelling Units (exclusive of improvements and betterments installed in Dwelling Units and of the personal property of Dwelling Unit Owners), as determined by the Board of Directors; provided, however, that the total amount of insurance after application of any deductibles 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 property insurance policy. Restoration of the property damage covered under the Association Property Damage

Policy will be replacement of such covered property according to the original plans and specifications of such property.

The coverage provided by the Association Property Damage Policy as to the Dwelling Units shall be "walls out" coverage. Each Dwelling Unit Owner must obtain insurance to supplement the coverage provided by the Association Property Damage Policy to provide coverage for losses and deductibles not covered by the Association Property Damage Policy. Each Dwelling Unit Owner acknowledges that the Dwelling Unit Owner is ultimately responsible for damage to such Dwelling Unit Owner's Dwelling Unit if such damage is not covered by the Dwelling Unit Owner's insurance policy or the Association Property Damage Policy.

It shall be the responsibility of the Dwelling Unit Owner to insure under such Dwelling Unit Owner's own policy of insurance all improvements to the Dwelling Unit as well as all contents and appliances, whether originally provided or not and whether built-in or not. The Association Property Damage Policy shall cover each Dwelling Unit up to and including the interior unfinished surfaces of the perimeter walls, perimeter floors and perimeter ceilings of the Dwelling Unit. All paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces of the perimeter walls, perimeter floors and perimeter ceilings of the Dwelling Unit shall be the responsibility of the Dwelling Unit Owner to insure and replace. Any portions of the Dwelling Units and items within the boundaries of the interior unfinished surfaces of the perimeter walls, perimeter floors and perimeter ceilings of the Dwelling Unit shall be the responsibility of the Dwelling Unit Owner to insure and replace, and the Dwelling Unit Owner shall be obligated to obtain adequate coverage for such portions of the Dwelling Units and such items and for any damage which may occur to the Common Area or another Dwelling Unit resulting from an occurrence within such Unit Owner's Dwelling Unit. Each Dwelling Unit Owner must obtain insurance to supplement the Association Property Damage Policy to provide for coverage for losses and deductibles not covered by the Association Property Damage Policy.

The Association Property Damage Policy shall not provide coverage for losses of a minor nature, maintenance items, occurrences which fall below the deductible amount under the Association Property Damage Policy, nor those incidences and properties as described as being excluded above. In the event property damage covered under the Association Property Damage Policy occurs to only one Dwelling Unit, the Owner of such Dwelling Unit shall be responsible for the cost of the repair thereof up to the amount of any deductible under the Association Property Damage Policy. In the event property damage covered under the Association Property Damage Policy occurs to more than one Dwelling Unit, the Board shall allocate the responsibility for the payment of the repair thereof and the related Association Property Damage Policy deductible amount among the Owners of such Dwelling Units on a

pro rata basis as determined appropriate by the Board. It is the responsibility of each Dwelling Unit Owner to review such Unit Owner's individual insurance policy, to augment the coverage provided by the policies maintained by the Association and to ensure that such individual insurance policy covers the amount of any deductible under the Association Property Damage Policy allocated to the Dwelling Unit Owner pursuant to this Article 8.

The Association shall have the right, but not the obligation, to allocate the cost of the Association Property Damage Policy among the Dwelling Unit Owners on a pro rata basis separate from and in addition to the Assessments payable by the Members pursuant to this Declaration. As to any fiscal year that the Association makes a pro rata allocation of such cost, the Members shall pay their pro rata share of such cost at such time or times as determined by the Association.

2. Section 8.5 of the Amended and Restated Declaration is hereby amended in its entirety to provide as follows:

8.5 Insurance Obtained by Owners. Except for the portions of the Dwelling Unit covered by the Association Property Damage Policy, each Owner shall obtain property insurance for his own benefit and at his own expense covering his Lot and all Improvements and personal property located thereon. Each Owner shall also be responsible for obtaining at his expense personal liability coverage for death, bodily injury or property damage arising out of the use, ownership or maintenance of his Lot.

3. Section 8.6 of the Amended and Restated Declaration is hereby amended in its entirety to provide as follows:

8.6. Payment of Insurance Proceeds. With respect to any covered loss to the Common Area, the Dwelling Units or any other property covered by the Association Property Damage Policy, the insurance proceeds shall be payable to the Association and the insurance proceeds shall be payable to the Association and not to any mortgage or beneficiary under a deed of trust. Subject to the provisions of Section 8.7 of this Article, the proceeds shall be disbursed for the repair or restoration of the damaged property.

4. Except as specifically modified by this Amendment to Amended and Restated Declaration, the Amended and Restated Declaration shall remain in full force and effect in accordance with its terms. In the event of any conflict or inconsistency between the terms of this Amendment to Amended and Restated Declaration and the Amended and Restated Declaration, the terms of this Amendment to Amended and Restated Declaration shall control.