

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which superseded and replaced the Original Declaration, as Instrument No. 3081520 in the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superseded and replaced the First Replacement Declaration, as Instrument No. 3096082 in the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
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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.

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which imposed certain covenants, conditions and restrictions on the real property located in
Coconino County, Arizona described therein, 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

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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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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.

The Enclave in Flagstaff

323 S River Run Rd Ste. 1

Flagstaff, AZ 86001

Official Records of Coconino County
Candace Owens - Recorder 08/23/2012 02:47 PM
KATHERYN KUHN SR \$75.00

3636869
Pgs: 70



AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

"THE ENCLAVE"

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS
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WHEREAS, Declaration may be amended by the written approval or the affirmative vote of Owners of not less than seventy percent (70%) of the Lots, and

WHEREAS, the undersigned individuals constitute the Owners of not less than seventy percent (70%) of the Lots, and

WHEREAS, by executing this Amended and Restated Declaration, the undersigned Owners of Lots intend to amend and restate in its entirety the Declaration as hereinafter set forth.

NOW, THEREFORE, the Declaration is hereby amended and restated in its entirety to provide as follows:

NOW, THEREFORE, the Association and the Owners hereby declare that all of the real property described on Exhibit A attached hereto shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions contained in this Declaration which are for the purpose of protecting the value and desirability of, and which shall run with, said real property and be binding on all parties having any right, title or interest in said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE 1

DEFINITIONS

1.1. "Architectural Committee" means the committee established by the Board pursuant to Section 2.4 of this Declaration.

1.2. "Architectural Committee Rules" means the rules adopted by the Architectural Committee.

1.3. "Articles" means the Articles of Incorporation of the Association which have been filed in the office of the Corporation Commission of the State of Arizona, as said Articles may be amended from time to time.

1.4. "Assessments" means the annual, special and supplemental assessments levied and assessed against each Lot pursuant to Article 3 of this Declaration.

1.5. "Association" means "The Enclave in Flagstaff Homeowners Association, Inc.", the Arizona nonprofit corporation organized by the Declarant to administer and enforce the Project documents and to exercise the rights, powers and duties set forth therein and its successors and assigns.

1.6. "Association Rules" means the rules and regulations adopted by the Association, as the same may be amended from time to time.

1.7. "Board" means the Board of Directors of the Association.

1.8. "Bylaws" means the bylaws of the Association as such bylaws may be amended from time to time.

1.9. "Common Area" means all real property, and all Improvements located thereon, owned by the Association for the common use and enjoyment of the Owners. The Common Area is described as follows:

Tract "A" The Enclave, Unit 1, according to Case 8, Map 37 and 37A, Records of Coconino County, Arizona, and

Tract "A" The Enclave, Unit 2, according to Case 8, Map 81 and 81A, Records of Coconino County, Arizona.

1.10. "Common Wall" means each wall built as a part of the original construction of the Project (and any replacement Common Wall) running along the common boundaries between two Lots and separating such two Lots from each other; provided that Party Walls shall not constitute Common Walls.

1.11. "Declarant" means Archer Homes Co. L.L.C. an Arizona Limited Liability Co. and its successors and any person or entity to whom they may expressly assign any of all or its rights under this Declaration.

1.12. "Declaration" means the covenants, conditions and restrictions set forth in this entire document, as the same may from time to time be amended.

1.13. "Dwelling Unit" means any building or portion of a building situated upon a Lot designed and intended for use and occupancy as a residence by a Single Family.

1.14. "Eligible Insurer or Guarantor" means an insurer or governmental guarantor of a First Mortgage who has requested notice of certain matters from the Association in accordance with Section 9.1 of this Declaration.

1.15. "Eligible Mortgage Holder" means a First Mortgagee who has requested notice of certain matters from the Association in accordance with Section 9.1 of this Declaration.

1.16. "First Mortgage" means any mortgage or deed of trust on a Lot which has priority over all other mortgages or deeds of trust on the Lot.

1.17. "First Mortgagee" means the holder of any First Mortgage.

1.18. "Improvement" means buildings, roads, driveways, parking areas, fences, walls, rocks, hedges, plantings, planted trees and shrubs, and all other structures or landscaping improvements of every type and kind.

1.19. "Lot" means any parcel of real property designated as a Lot on the Plats.

1.20. "Master Declaration" means the certain Declaration of Covenants, Conditions and Restrictions for Woodlands Village Residential recorded in Book 1896, page 109 of the Records of Coconino County, Arizona, as may be amended from time to time.

1.21. "Member" means a person, corporation, partnership, joint venture or other legal entity who is a member of the Association.

1.22. "Owner" means the record owner, whether one or more persons or entities, 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 Lot. Owner shall not include (i) persons or entities having an interest in a Lot merely as security for the performance of an obligation or (ii) a lessee or tenant of a Lot. 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 in a Lot under which the seller is obligated to convey to the purchaser the remainder of seller's title in the Lot, whether legal or equitable, on payment in full of all monies due under the contract. Owner shall not include a purchaser under a purchase contract and receipt, escrow instructions or similar executory contracts which are intended to control the rights and obligations of the parties to the executory contracts ending the closing of a sale or purchase transaction. In the case of Lots the fee simple title to which is vested in a trustee pursuant to Arizona Revised Statutes, Section 33-801, et seq., the trustor under the deed of trust shall be deemed to be the owner. In the case of Lots the fee simple title to which is vested in a trustee pursuant to a subdivision trust agreement or similar agreement, the beneficiary of such trust who is entitled to possession of the trust property shall be deemed to be the Owner.

1.23. "Party Wall" means each wall built as a part of the original construction of the Dwelling Units (and any replacement Party Wall) which serves and separates any two (2) adjoining Dwelling Units.

1.24. "Perimeter Wall" means each wall built as a part of the original construction of the Project (and any replacement Perimeter Wall) running along the boundaries of the Project and separating the Property from the real property surrounding the Project.

1.25. "Plats" means (i) the plat of survey of "The Enclave", Unit 1 which plat has been recorded with the County Recorder according to Case 8 Maps 37-37A, Records of Coconino County, Arizona and (ii) the plat of survey of "The Enclave", Unit 2 which plat has been recorded with the County Recorder according to Case 8, Map 81 and 81A, Records of Coconino County, Arizona.

1.26. "Project Documents" means this Declaration and the Articles, Bylaws, Association Rules and Architectural Committee Rules.

1.27. "Property" or "Project" means the real property described on Exhibit A attached to this Declaration, together with all buildings and other Improvements located thereon, and all easements, rights and appurtenances belonging thereto.

1.28. "Purchaser" means any person other than the Declarant, who by means of a voluntary transfer becomes the Owner of a Lot.

1.29. "Resource Protection Areas" are areas containing fragile natural features such as forests, floodplains, steep slopes, and open space that can be adversely impacted by development.

1.30. "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 six persons not all so related, together with their domestic servants, who maintain a common household in a dwelling.

1.31. "Single Family Residential Use" means the occupation or use of a residence by a Single Family in conformity with this Declaration and the requirements imposed by applicable zoning laws or other state, county or municipal ordinances, rules and regulations.

1.32. "Visible From Neighboring Property" means, with respect to any given object, that such object is or would be visible to a person six feet tall, standing on any part of such neighboring property at an elevation no greater than the elevation of the base of the object being viewed.

ARTICLE 2

THE ASSOCIATION: ORGANIZATION, MEMBERSHIP AND VOTING RIGHTS

2.1. Rights, Powers and Duties. The Association is a nonprofit Arizona corporation charged with the duties and invested with the powers prescribed by law and set forth in the Project 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 the Project Documents. Unless the Project Documents 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.

2.2. Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of Directors and such officers and committees as the Board may elect or appoint in accordance with the Articles and the Bylaws.

2.3. Association Rules. The Board may adopt, amend and repeal rules and regulations to restrict and govern the use of any area by any Owner, by the family of such Owner, or by any invitee, licensee or lessee of such Owner except that the Association Rules may not unreasonably discriminate among Owners and shall not be inconsistent with this Declaration, the Articles or Bylaws. A copy of the Association Rules as they may from time to time be adopted, amended or repealed, shall be available for inspection by the Members at reasonable times. Upon adoption, the Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration.

2.4. Architectural Committee. The Board shall establish an Architectural Committee consisting of not less than three (3) members appointed by the Board to regulate the external design, appearance and use of the Property and to perform such other functions and duties as may be imposed upon it by this Declaration, the Bylaws or the Board. The Architectural Committee shall be entitled to promulgate

written Architectural Committee Rules and architectural standards and procedures to be followed by Owners in preparing and submitting plans and specifications and which will be used by the Architectural Committee in reviewing plans and specifications for proposed improvements, in rendering its decisions and otherwise performing its functions under this Declaration. The Architectural Committee Rules and the other standards and procedures adopted from time to time by the Architectural Committee must be approved by the Board prior to their implementation and once approved by the Board shall be effective as Association Rules.

2.5. Identity of Members. Membership in the Association shall be limited to Owners of Lots. An Owner of a Lot shall automatically, upon becoming the Owner thereof, be a member of the Association and shall remain a Member of the Association until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease.

2.6. Transfer of Membership. Membership in the Association shall be appurtenant to each Lot and a membership in the Association shall not be transferred, pledged or alienated in any way, except upon the sale of a Lot and then only to such Purchaser, or by intestate succession, testamentary disposition, foreclosure of mortgage of record or other legal process. Any attempt to make a prohibited transfer shall be void and shall not be reflected upon the books and records of the Association.

2.7. Membership Votes – Each Member is entitled to one (1) vote for each Lot owned; provided that there shall only be one (1) vote per Lot.

2.8. Joint Ownership. When more than one person is the Owner of any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. The vote for each such Lot must be cast as a unit, and fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote shall be cast, they shall lose their right to vote on the matter in question. If any Owner casts a ballot representing a certain Lot, it will thereafter be conclusively presumed for all purposes that he was acting with the authority and consent of all other Owners of the same Lot. In the event more than one vote is cast for a particular Lot, none of said votes shall be counted, and said votes shall be deemed void.

2.9. Corporate Ownership. In the event any Lot is owned by a corporation, partnership or other association, the corporation, partnership or association shall designate in writing at the time of acquisition of the Lot an individual who shall have the power to vote and otherwise exercise the membership rights of the corporation, partnership or association, and in the absence of such designation and until such designation is made, the president, general partner or chief executive officer of the corporation, partnership or association shall have the power to vote and otherwise exercise the membership rights of the corporation, partnership or association.

2.10. Suspension of Voting Rights. In the event any Owner is in arrears in the payment of any Assessments or other amounts due under any of the provisions of the Project Documents for a period of fifteen (15) days or is in violation of the Project Documents for a period of fifteen (15) days after written notice to the Owner of such violation, such Owner's right to vote as a Member of the Association shall be suspended and shall remain suspended until all payments, including accrued interest and attorneys' fees, are brought current or until the noticed violation has been cured, as the case may be.

ARTICLE 3
ASSESSMENTS

3.1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned by it, hereby covenants, and each Owner of a Lot, by becoming the Owner thereof, whether or not it is expressed in the deed or other instrument by which the Owner acquired ownership of the Lot, is deemed to covenant and agree to pay to the Association: (i) annual Assessments, (ii) supplemental Assessments and (iii) special Assessments. The annual, supplemental and special Assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Lot at the time when the Assessment became due. The personal obligation for delinquent Assessments shall not pass to the Owner's successors in title unless expressly assumed by them.

3.2. Purpose of the Assessments. The Assessments levied by the Association shall be used for the performance by the Association of its obligations under Sections 7.1 and 7.2 of this Declaration, for payment of real estate taxes on the Common Area, for promoting the recreation, health, safety and welfare of the Owners and residents of Lots within the Property and for the performance and exercise by the Association of its rights, duties and obligations under the Project Documents.

3.3. Annual Assessment.

(a) Until January 1, 2013, the maximum annual Assessment for each Lot shall be \$1,655.28.

(b) From and after January 1, 2013, the Board may, without a vote of the membership, increase the maximum annual Assessment during each fiscal year of the Association by an amount not more than ten percent (10%) of the annual Assessment for the previous fiscal year.

(c) From and after January 1, 2013, the annual Assessment may be increased by an amount greater than ten percent (10%) of the annual Assessment for the previous fiscal year only with the approval of at least fifty-one percent (51%) of the Owners eligible to vote on the approval of such increase. Voting may be done in person or by absentee ballot at a meeting duly called for such purpose.

3.4. Supplemental Assessments. In the event the Board shall determine that its funds budgeted or available in any fiscal year are, or will become, inadequate to meet all expenses of the Association for any reason, including, without limitation, nonpayment of Assessments by the Members, it shall immediately determine the approximate amount of such inadequacies for such fiscal year and prepare a supplemental budget and levy a supplemental Assessment against each Lot in such amount as the Board deems necessary in order to obtain the amount of such inadequacies. Provided, however, in the event the amount of the proposed supplemental Assessment for such fiscal year plus the amount of the annual Assessment for such fiscal year would result in the total Assessment (annual plus supplemental) for such fiscal year being more than ten percent (10%) greater than the annual Assessment for the previous fiscal year, (i) the Board shall call a special meeting of the Members to vote on the approval of the supplemental Assessment and (ii) the levy of such supplemental Assessment shall require the approval of at least fifty-one percent (51%) of the Owners eligible to vote on the approval of such supplemental Assessment.

3.5. Special Assessments. The Association may levy, in any fiscal year, a special Assessment applicable to that fiscal year only 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 Area, including fixtures and personal property related thereto, or for any other lawful Association purpose; provided that any such special Assessment

shall require the approval of at least fifty-one percent (51%) of the Owners eligible to vote on the approval of such special Assessment.

3.6. Special Meetings. Written notice of any meeting called for the purpose of taking any action authorized under Section 3.3, 3.4, or 3.5 shall be sent to all Members not less than ten (10) days nor more than fifty (50) days in advance of the meeting. At any such meeting called, the presence of Members in person or by absentee ballot eligible to cast fifty-one percent (51%) of all the votes of the Members shall constitute a quorum.

3.7. Rate of Assessment. Assessments shall be fixed at a uniform rate for each Lot.

3.8. Notice of Annual Assessment. The Board shall fix the amount of the annual Assessment against each Lot at least thirty (30) days in advance of each annual Assessment period. Written notice of the annual Assessment may require that the annual Assessment be paid in installments, and, in such event, the Board shall establish the due dates for each installment. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid.

3.9. Effect of Nonpayment of Assessments; Remedies of the Association. Any Assessment, or any installment of an Assessment, not paid within fifteen (15) days after the due date of the Assessment, or the due date of the installment of the Assessment, shall bear interest from the due date at the rate of twelve percent (12%) per annum or the prevailing FHA/VA interest rate for new home loans, whichever is higher, and be subject to the imposition of a late fee. The Assessments, fees, charges, fines and penalties, together with interest, late charges and all costs, including but not limited to reasonable attorneys' fees, incurred by the Association in collecting or attempting to collect delinquent Assessments, fees, charges, fines or penalties, whether or not suit is filed, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such Assessment, fee, charge, fine or penalty is levied or made. Recording of this Declaration constitutes record notice and perfection of the lien established hereby. Each Assessment, fee, charge, fine and penalty, together with interest and all costs, including but not limited to reasonable attorneys' fees, incurred by the Association in enforcing the Project Documents and collecting or attempting to collect delinquent Assessments, fees, charges, fines or penalties, whether or not suit is filed, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the Assessment, fee, charge, fine or penalty became due. The personal obligation for delinquent Assessments, fees, charges, fines or penalties shall not pass to the successors in title of the Owner unless expressly assumed by them. The Association's lien shall have priority over all liens or claims except for tax liens for real property taxes on the Lot, assessments on any Lot in favor of any municipal or other governmental body and the liens which are specifically described in section 3.10 of this Declaration.

The Association may, but shall not be required to, record a "Notice of Claim of Lien" which shall set forth at least the following information (a) the name of the delinquent Owner as shown on the records of the Association, (b) the legal description or street address of the Lot against which the claim of lien is made, (c) the amount claimed as of the date of the recording of the notice including interest, lien recording fees and reasonable attorneys' fees, (d) the name and address of the Association. Before recording a Notice of Claim of Lien against any Lot, the Association shall make a written demand to the defaulting Owner for payment of the delinquent Assessments together with interest and reasonable attorneys' fees, if any. The demand shall state the date and amount of the delinquency. Each default shall constitute a separate basis for a demand or Notice of Claim of Lien, but any number of defaults may be included within a single demand or Notice of Claim of Lien. If such delinquency is not paid within ten (10) days after delivery of such demand, the Association may proceed with recording a Notice of Claim of Lien against the Lot of the defaulting Owner. The Association shall not be obligated to release any Notice of Claim of Lien recorded pursuant to this Section until all delinquent Assessments, interest, lien fees and reasonable attorneys' fees have been paid in full whether or not all of such amounts are set forth in the Notice of Claim of Lien.

The Association shall have the right, at its option, to enforce collection of any delinquent Assessments together with interest, lien fees, reasonable attorneys' fees and any other sums due to the Association in any manner allowed by law including, but not limited to (a) bringing an action at law against the Owner personally obligated to pay the delinquent Assessments and such action may be brought without waiving any lien securing any such delinquent Assessments or (b) bringing an action to foreclose its lien against the Lot in the manner provided by law for the foreclosure of a realty mortgage or Deed of Trust. The Association shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any and all Lots purchased at such sale.

3.10. Subordination of the Lien to Mortgages. The lien of the Association for delinquent Assessments provided for in this Declaration shall be subordinate to the lien of any First Mortgage. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to judicial or nonjudicial foreclosure or any proceeding in lieu thereof, shall extinguish the lien for such Assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve the new Owner of such Lot from liability for any Assessments thereafter becoming due or the Lot from the lien therefor.

3.11. Non-Exemption of Owner. No Owner of a Lot may exempt himself from liability for Assessments levied against his Lot or for other amounts which he may owe to the Association under the Project Documents by waiver and non-use of any of the Common Area and facilities or by the abandonment of his Lot.

3.12. Maintenance of Reserve Fund. Out of the annual Assessments, the Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of Improvements to the Common Area.

3.13. No Offsets. All Assessments shall be payable in accordance with the provisions of this Declaration, and no offsets against such Assessments 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 Project Documents.

ARTICLE 4

PERMITTED USES AND RESTRICTIONS

4.1. Residential Use. All Lots shall be used, improved and devoted exclusively to Single Family Residential Use. No gainful occupation, profession, trade or other nonresidential use shall be conducted on any Lot. This section shall not preclude the residential leasing or renting of a Lot for month-to-month or longer terms.

4.2. Animals. No animals of any kind, including livestock or poultry, may be raised, bred or kept on any Lot, except a reasonable number of dogs, cats or other generally recognized house or yard pets, and then only if they are kept, bred or raised thereon solely as domestic pets and not for commercial purposes. No animal shall be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing or confinement of any animal shall be maintained so as to be Visible from Neighboring Property. No Owner or any lessee or guest of an Owner shall permit any dog or other pet being kept on a Lot to relieve itself on another Owner's Lot or the Common Area. It shall be the responsibility of such Owner, lessee or guest to remove immediately any pet droppings. No dog, cat or other pet shall be permitted to run at large and each dog, cat or other pet shall be confined entirely to an Owner's Lot except that a dog, cat or other pet shall be permitted to leave an Owner's Lot if such dog, cat or other pet is at all times kept on a leash in compliance with the City of Flagstaff code and is under the direct control of the Owner. Notwithstanding the foregoing, the Board of Directors is authorized to determine in its sole discretion and on a case-by-case basis, whether any particular animal is to be considered a "generally

recognized household pet". Upon the written request of any owner, the Board shall conclusively determine, in its sole discretion, whether a particular animal is a nuisance or the number of animals on any such property is unreasonable. Any decision rendered by the Board shall be enforceable in the same manner as other restrictions contained herein.

4.3. Antennas. Subject to applicable laws, no antenna, satellite television dish antenna or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation, including, but without limitation, Citizen's Band or Ham Radio signals shall be erected, used or maintained outdoors on any Lot without the prior written approval of the Architectural committee.

4.4. Utility Lines and Drainage Easements. No lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television, and radio signals, shall be erected, placed or maintained anywhere in or upon any Lot unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under or on buildings or other structure. No structure, landscaping or other improvement shall be placed, erected or maintained upon any area designated on the Plats as a public utility easement which may damage or interfere with the installation and maintenance of utilities. No structure, landscaping or other improvement shall be placed, erected or maintained upon any area designated on the Plats as a drainage easement which may change the direction or flow of drainage channels in such easement areas or which may obstruct or retard the flow of water through drainage channels in such easement areas. Such public utility easement areas, and all improvements thereon, shall be maintained by the utility company or a county, municipality or other public authority. The drainage facilities or easement areas, and all improvements located thereon, which are a part of a Lot shall be maintained, repaired and replaced by the Owner of the Lot on which the drainage facility or easement is located.

4.5. Temporary Occupancy. No trailer, basement or any incomplete building, tent, shack, garage or barn, and no temporary buildings or structure of any kind shall be used at any time for a residence on any Lot, either temporary or permanent. Temporary buildings or structures used during the construction of a residence or other structure on a Lot shall be removed immediately after the completion of construction.

4.6. Trucks, Trailers, Campers, and Boats. No mobile home, motor home, trailer, truck, camper, truck with camper shell, boat, boat trailer or similar vehicle or equipment shall be parked, kept, placed, maintained, constructed, reconstructed, serviced or repaired on any street (public or private), Lot, Common Area or other property without the prior written approval of the Architectural Committee except for (a) emergency vehicle repairs or temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any Improvement approved by the Architectural Committee, (b) trucks, trucks with camper shells, mini-vans, motor homes and other recreational vehicles not exceeding 205 inches in length, 75 inches in height and 80 inches in width, and (c) trucks, trucks with camper shells, motor homes and recreational vehicles owned by any guest or invitee on an Owner or the tenant of an Owner which are parked on a Lot during such time as the guest or invitee is visiting the Owner or tenant but in no event for more than seven (7) days during any six (6) month period of time.

4.7. Parking. All vehicles of Owners and of their lessees, employees, guests and invitees shall be kept in garages, carports or residential driveways of the Owner's Lot wherever and whenever such facilities are sufficient to accommodate the number of vehicles on a Lot; provided, however, this Section shall not be construed to permit the parking in the above-described areas of any vehicle whose parking is otherwise prohibited by this Declaration or the parking of any inoperable vehicle.

4.8. Nuisances. No nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or

detrimental to any other property in the vicinity thereof or to the occupant of such other property. Without limiting the generality of the foregoing provisions, no exterior speakers, horns, excessive car noise from faulty mufflers or tuneups, whistles, bells or other sound devices, except fire detection and security devices used exclusively for such purposes, shall be located, used or placed on any Lot or the Common Area.

4.9. Repair of Buildings. No building, landscaping or other Improvement upon any Lot shall be permitted to fall into disrepair, and each such building, landscaping or other Improvement shall at all times be kept in good condition and repair by the Owner thereof.

4.10. Trash Containers and Collection. No garbage, rubbish or trash shall be placed or kept on any Lot except in covered containers. In no event shall such containers be maintained so as to be Visible from Neighboring Property except to make the same available for collection and then only for the shortest time reasonably necessary to effect such collection. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odors shall be permitted to arise therefrom so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to the occupants of such other property. No incinerators shall be kept or maintained on any Lot.

4.11. Clothes Drying Facilities. Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any Lot unless they are erected, placed or maintained in such a manner as not to be Visible from Neighboring Property.

4.12. Encroachments. No tree, shrub, or planting of any kind on any Lot shall be allowed to overhang or otherwise to encroach upon any sidewalk, street, pedestrian way, or other area from ground level to a height of twelve (12) feet.

4.13. 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 repair of a residence, appurtenant structures, or other Improvements constructed by the Declarant or approved by the Architectural Committee.

4.14. Restriction on Further Subdivision. 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 shall be conveyed or transferred by any Owner.

4.15. Signs. No emblem, poster, advertisement, logo, sign or billboard of any kind, including, but not limited to, "For Sale" or "For Rent" signs, shall be displayed on any Lot without the prior written approval of the Architectural Committee; except for the following signs: (i) one "for sale" sign and one "for lease" sign may be posted on the Lot, which conforms with industry standards: not to exceed 18" x 24" plus a "rider" not to exceed 6" x 24". No flyer boxes, information tubes, or other types of attachments containing property information are permitted. All "for sale" signs and "for lease" signs must be commercially produced; (ii) temporary open house signs may be displayed on a Lot as permitted by A.R.S. §33-1808, as amended, and by any successor statute thereto, provided, however, open houses shall not be held before 8:00 a.m. or after 6:00 p.m.; (iii) any signs as may be required by legal proceedings; (iv) such signs as are approved by the Architectural Committee; and (v) political signs may be displayed on a Lot subject to the following: Political signs may be displayed not more than seventy-one (71) days prior to any election. Political signs must be removed within three (3) days after an election day. The total political sign area cannot exceed the maximum size limit established from time to time by applicable City of Flagstaff ordinances. All political signs must be commercially produced. No signs may be displayed on the Common Area.

4.16. Mineral Exploration. No Lot shall be used in any manner to explore for or to remove any water, oil, or other hydrocarbons, minerals or any kind, gravel, earth, or any earth substance of any kind and no derrick or other equipment designed or intended for any such activity shall be erected, placed, constructed or maintained on any Lot.

4.17. Diseases and Insects. No Owner shall permit anything or condition to exist upon any property which could induce, breed or harbor infectious plant diseases or noxious insects.

4.18. Improvements and Alterations. All Improvements constructed on Lots within the Project shall be of new construction, and no buildings or other structures shall be removed from other locations on to any Lot. No addition, alteration, repair, change or other work which in any way alters the exterior appearance, including but without limitation, the exterior color scheme, of any Lot, or the Improvements located thereon shall be made or done without the prior written approval of the Architectural Committee. Any Owner desiring approval of the Architectural Committee for any additional, alteration, repair, change or other work which alters the exterior appearance of his Lot, or the Improvements located thereon, shall submit to the Architectural Committee a written request for approval specifying in detail the nature and extent of the additions, alteration, repair, change or other work which the Owner desires to perform. Any Owner requesting the approval of the Architectural Committee shall also submit to the Architectural Committee any additional information, plans, and specifications which the Architectural Committee may request. In the event that the Architectural Committee fails to approve or disapprove an application for approval within sixty (60) days after the application, together with all supporting information, plans and specifications requested by the Architectural Committee have been submitted to it, approval will not be required and this Section will be deemed to have been complied with by the Owner who had requested approval of such plans; provided however, notwithstanding such failure by the Architecture Committee, no Owner shall be entitled to make any addition, alteration, repair, change or other work which would constitute a violation of any provision of this Declaration. The approval by the Architectural Committee of any addition, alteration, repair, change or other work pursuant to this Section shall not be deemed a waiver of the Architectural Committee's rights to withhold approval of any similar addition, alteration, repair, change or other work subsequently submitted for approval. Upon receipt of approval from the Architectural Committee for any addition, alteration, repair, change or other work, the Owner who had requested such approval shall proceed to perform, construct or make the addition, alteration, repair, change or other work approved by the Architectural Committee 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 Architectural Committee.

4.19. Common Walls, Party Walls and Perimeter Walls.

(a) The rights and duties of Owners of Lots with respect to Common Walls shall be as follows:

(i) The Owners of contiguous Lots who have a Common Wall shall both equally have the right to use such wall provided that such use by one Owner does not interfere with the use and enjoyment of the Common Wall by the other Owner.

(ii) In the event that any Common Wall is damaged or destroyed through the act of an Owner, his agents, tenants, licensees, guests or family, it shall be the obligation of such Owner to rebuild and repair the Common Wall without cost to the other Owner or Owners.

(iii) In the event any such Common Wall is damaged or destroyed by some cause other than the act of one of the adjoining Owners, his agents, tenants, licensees, guests or family (including ordinary wear and tear and deterioration from lapse of time) then, in such event, both such adjoining Owners shall proceed forthwith to rebuild or repair the same to as good condition as it was formerly at their joint and equal expense.

(iv) The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title.

(v) In addition to meeting the other requirements of this Declaration and of any other building code or similar regulations or ordinances, any Owner proposing to modify, make additions to or rebuild a Common Wall shall first obtain the written consent of the adjoining Owners and the Architectural Committee.

(vi) In the event any Common Wall encroaches upon a Lot or the Common Area, a valid easement for such encroachment and for the maintenance of the Common Wall shall and does exist in favor of the Owners of the Lots which share such Common Wall.

(b) Each Party Wall built as a part of the original construction of the Dwelling Units which serves and separates any two (2) adjoining Dwelling Units shall constitute a Party Wall and the rights and duties of the adjoining Owners shall be as follows:

(i) To the extent not consistent the provisions of this Section, the general rules of law regarding Party Walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(ii) The cost of reasonable repair and maintenance of a Party Wall shall be shared by the Owners who make use of the wall in equal proportions.

(iii) If a Party Wall is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the Party Wall may restore it, and if the other Owner or Owners thereafter make use of the Party Wall, they shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such Owners to demand a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(iv) Notwithstanding and other provision of this Section, to the extent that such damage is not covered and paid by the insurance provided for herein, an Owner who by negligent or willful acts causes any Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such element.

(v) The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

(vi) In addition to meeting the other requirements of this Declaration and of any other building code or similar regulations or ordinances, any Owner proposing to modify, make additions to or rebuild a Party Wall shall first obtain the written consent of the adjoining Owners and the Architectural Committee.

(c) The rights and duties of Owners of Lots and the Association with respect to Perimeter Walls shall be as follows:

(i) The Owners of Lots on which a Perimeter Wall is located and the Association shall equally have the right to use such Perimeter Wall provided that such use by each such party does not interfere with the use and enjoyment of same by the other parties.

(ii) In the event that any Perimeter Wall is damaged or destroyed through the act of an Owner or his agents, tenants, licensees, guests or family, or by the Association or its agents, it shall be the obligation of such Owner or the Association, as the case may be, to rebuild and repair the Perimeter Wall without cost to the other party.

(iii) In the event any such Perimeter Wall is damaged or destroyed by some cause other than the act of an Owners or his agents, tenants, licensees, guests or family or the Association (including ordinary wear and tear and deterioration from lapse of time) then, in such event, the Association shall proceed forthwith to rebuild or repair the same to as good condition as it was formerly at the Association's sole expense.

(iv) The right of any Owner or the Association to contribution from any other party under this Section shall be appurtenant to the land and shall pass to such Owner's and the Association's successors in title.

(v) In addition to meeting the other requirements of this Declaration and of any other building code or similar regulations or ordinances, any Owner proposing to modify, make additions to or rebuild a Perimeter Wall shall first obtain the written consent of the Association and the Architectural Committee.

(vi) In the event any Perimeter Wall encroaches upon a Lot or the Common Area, a valid easement for such encroachment and for the maintenance of the Perimeter Wall shall and does exist in favor of the Owners of the Lots on which the Perimeter Wall is located and the Association.

4.20. Outdoor Burning. There shall be no outdoor burning of trash or other debris; provided, however, that the foregoing shall not be deemed to prohibit the use of normal residential barbecues or other similar outside cooking grills.

4.21. Fuel Tanks. Without the prior written approval of the Architectural Committee, no fuel tanks of any kind shall be erected, placed or maintained on the Property except for a propane or similar fuel tank with a capacity of fifteen (15) gallons or less used in connection with a normal residential gas barbecue or grill.

4.22. Window Coverings. No reflective materials, including, but without limitation, aluminum foil, reflective screens or glass, mirrors or similar type items, shall be installed or placed upon the outside or inside of any windows of any residence or other structure without the prior written approval of the Architectural Committee. No enclosures, drapes, blinds, shades, screens or other items affecting the exterior appearance of a residence or other structure shall be constructed or installed in any residence or other structure without the prior written consent of the Architectural Committee.

4.23. HVAC and Solar Panels. Except as initially installed by the Declarant, no heating, air conditioning, refrigeration equipment or any other equipment shall be placed, installed or maintained on the roof of any Dwelling Unit constructed on any Lot provided that solar energy devices may be installed subject to reasonable rules adopted and amended by the Association from time to time which do not (i) prevent the installation of the device, (ii) impair the functioning of the device, (iii) impair the use of the device or (iv) adversely affect the cost of the installation or use of the device. In the event solar energy devices or any other equipment is placed, installed or maintained by an Owner on the roof of his Dwelling Unit, such Owner shall be solely liable for any damages done to the roof of his Dwelling Unit and to the roof of any other Dwelling Unit as a result thereof and shall indemnify and hold the Association harmless from and against the costs of repairing any such damages.

4.24. Garages and Driveways. The interior of all garages or carports situated on any Lot shall be maintained in a neat, clean and sightly condition. Garages and carports shall be used only for the parking of vehicles and the storage of normal household supplies and materials and shall not be used or converted for living quarters or

recreational activities without the prior written approval of the Architectural Committee. All driveways shall be of concrete construction. Garage doors shall be left open only as needed for ingress and egress.

4.25. Resource Protection Areas. All trees located on individual Lots are designated perpetual Resource Protection Areas and shall be the responsibility of the individual Lot Owners to maintain and preserve. Resource Protection Areas as shown on the Plats, outside of individual Lots, shall be perpetually protected as resource protection easements and shall be the responsibility of the Association to maintain and preserve. All existing trees and existing landscaping not designated within the Resource Protection Areas shall require the approval from the Architectural Committee prior to the cutting, removing, relocating or trimming of such trees or landscaping.

ARTICLE 5

EASEMENTS

5.1. Utility Easement. There is hereby created a blanket easement upon, across, over and under the Common Area for ingress, egress, installation, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewer, gas, telephone, electricity and a cable television system. By virtue of this easement, it shall be expressly permissible for the providing utility to erect and maintain the necessary poles and other necessary facilities and equipment in the Common Area. This easement shall in no way affect any other recorded easements on the Common Area.

5.2. Easements for Ingress and Egress. Easements for ingress and egress are hereby reserved to the Owners, and their families, guests, tenants and invitees for pedestrian traffic over, through and across sidewalks, paths, walkways and lanes, as the same from time to time may exist upon the Common Area; and for vehicular traffic over, through and across such portions of the Common Area as from time to time may be paved and intended for such purposes; and for other such purposes reasonably necessary to the use and enjoyment of a Lot or the Common Area.

5.3. Association's Right of Entry. During reasonable hours, the Association, any member of the Architectural Committee, any member of the Board or any authorized representative of any of them, shall have the right to enter upon and inspect any Lot, excluding the interior of any residence or other structure located thereon, for the purpose of making inspections to determine whether the provisions of this Declaration, the Association Rules and the Architectural Committee Rules are being complied with by the Owner of said Lot.

5.4. Association Easement For Performing Maintenance Responsibilities. The Association shall have an easement upon, across, over and under the Common Area and the Lots for the purpose of repairing, maintaining and replacing the Common Area, and for performing all of the Association's other rights, duties and obligations under the Project Documents.

ARTICLE 6

PROPERTY RIGHTS

6.1. Owner's Easement of Enjoyment. Every Owner, and each person residing with such Owner, shall have a right and easement of enjoyment in and to the Common Area including, but not limited to, all parking spaces located on the Common Area, which easement shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

- (a) the right of the Association to adopt reasonable rules and regulations governing the use of the

Common Area and all facilities located thereon;

(b) the right of the Association to charge reasonable admission and other fees for the use of any clubhouse or recreational facility, if any, situated upon the Common Area;

(c) the right of the Association to suspend the rights of an Owner to use the recreational facilities located on the Common Area for any period during which any Assessment against his Lot or any other monies owed by such Owner to the Association remains unpaid and during the period of any ongoing infraction of the Project Documents by such Owner following notice to such Owner; and

(d) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members; provided, however, that no such dedication or transfer shall be effective unless evidenced by an instrument signed by at least two-thirds (2/3) of the Members.

6.2. Lessees. If a Lot is leased or rented by the Owner thereof, the lessee and the members of his family residing with such lessee shall have the right to use the Common Area during the term of the lease, and the Owner of such Lot shall have no right to use the Common Area until the termination or expiration of such lease.

6.3. Guests and Invitees. The guests and invitees of any Member or other person entitled to use the Common Area pursuant to Section 6.1 above or of any lessee who is entitled to use the Common Area pursuant to Section 6.2 above may use the Common Area provided they are accompanied by a Member, lessee or other person entitled to use the Common Area pursuant to Section 6.1 or 6.2 above. The Board shall have the right to limit the number of guests and invitees who may use the Common Area at any one time and may restrict the use of the Common Area by guests and invitees to certain specified times.

6.4. Limitations. An Owner's right and easement of enjoyment in and to the Common Area shall not be conveyed, transferred, alienated or encumbered separate and apart from an Owner's Lot. Such right and easement of enjoyment in and to the Common Area shall be deemed to be conveyed, transferred, alienated or encumbered upon the sale of any Owner's Lot, notwithstanding that the description in the instrument of conveyance, transfer, alienation or encumbrance may not refer to such right and easement of enjoyment.

ARTICLE 7

MAINTENANCE

7.1. Maintenance of Common Area by the Association. The Association shall be responsible for the maintenance, repair and replacement of the Common Area and may, without any approval of the Owners being required, do any of the following:

(a) Reconstruct, repair, replace or refinish any Improvement or portion thereof upon any such area (to the extent that such work is not done by a governmental entity, if any, responsible for the maintenance and upkeep of such area);

(b) Construct, reconstruct, repair, replace or refinish any portion of the Common Area used as a road, street, or walk;

(c) Replace injured and diseased trees or other vegetation in any such area, and plant trees, shrubs and ground cover to the extent that the Board deems necessary for the conservation of water and soil and for aesthetic purposes;

(d) Place and maintain upon any such area such signs as the Board may deem appropriate for the proper identification, use and regulation thereof; and

(e) Do all such other and further acts which the Board deems necessary to preserve and protect the Common Area and the appearance thereof, in accordance with the general purposes specified in this Declaration.

7.2. Maintenance of Lots by the Association. The Association shall (i) paint the exterior of the Dwelling Units, (ii) maintain, repair and replace the fascia, soffits, siding and trim on the exteriors of the Dwelling Units, (iii) maintain, repair and replace the non-structural elements of the roofs (i.e. the roofing materials from and including the roof deck boards outward) of the Dwelling Units, and (iv) maintain, repair and replace the grass, plants, trees and other landscaping Improvements situated on the portion of each Lot which is between Camelot Drive and the exterior wall of the Dwelling Unit facing such street. In the event the need for maintenance, repair or replacement of any portion of the Lots which are being maintained by the Association pursuant to this Section is caused by the willful or negligent act of an Owner, his family, guests, invitees or animals for whom he is legally responsible under Arizona law, the Association shall cause the maintenance or repair to be performed and the cost of such maintenance or repair shall be levied against such Owner, and his Lot, by the Association and may be collected in the manner provided for elsewhere in this Declaration for the collection of Assessments.

7.3. Maintenance of Lots by Owners. Each Owner shall be solely responsible for the maintenance, repair, and replacement of his Lot, and of his Dwelling Unit and all other Improvements located thereon, except for the portions of his Dwelling Unit and of the landscape improvements on his Lot which the Association is specifically obligated to maintain pursuant to Section 7.2 of this Declaration. Each Owner is responsible for watering of installed landscape material in their yard and maintenance of wooden decks and stairs on their Lot.

7.4. Damage or Destruction of Common Area by Owners. No Owner shall in any way damage or destroy any Common Area or interfere with the activities of the Association in connection therewith. Any expenses incurred by the Association by reason of any such act of an Owner shall be paid by said Owner, upon demand to the Association, and such amounts shall be a lien on any Lots owned by said Owner, and the Association may enforce collection of any such amounts in the same manner as provided elsewhere in this Declaration for the collection and enforcement of Assessments.

7.5. Nonperformance by Owners. If any Owner fails to maintain any portion of his Lot, and the Improvements located thereon, the Association shall have the right, but not the obligation, to enter upon such Owner's Lot 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.

7.6. Payment of Utility Charges. Each Lot shall be separately metered for water, sewer, electrical service, gas, and all other utilities, and all charges for such services shall be the sole obligation and responsibility of the Owner of each Lot. The cost of water, sewer and electrical service to the Common Area shall be a common expense of the Association and shall be included in the budget of the Association.

7.7. Maintenance of Drainage Detention Basins by the Association. The Association shall be responsible for the maintenance, repair and replacement of all Drainage Facilities and all Drainage Detention Basins within the Common Areas. The Owner of each individual Lot shall be responsible for the maintenance, repair and replacement of any portion of Drainage Facilities or Easements and Detention Basins which are part of his Lot, as provided in Section 4.4 of this Declaration.

ARTICLE 8

INSURANCE

8.1. Scope of Coverage. The Association shall maintain, to the extent reasonably available, the following insurance coverage:

(a) Property insurance on the Common Area and the Dwelling Units (exclusive of improvements and betterments installed in Dwelling Units by the Owners and of the personal property of Dwelling Unit Owners) issued under a standard form "All Risk of Direct Physical Loss Form" in an amount equal to the maximum insurable replacement value, of the Common Area and the Dwelling Units, 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 foregoing will be replacement according to the original plans and specifications. Any improvement to a Dwelling Unit done at the expense of any Dwelling Unit Owner, past or present, and all appliances, whether built-in or not, originally provided or not, will be the responsibility of the present Dwelling Unit Owner to properly insure under such Dwelling Unit Owner's own policy of insurance. The Association's insurance shall cover the Dwelling Units up to and including the bare walls, bare exterior floors and bare exterior ceiling of the Dwelling Unit. Any items beyond the bare exterior walls, bare floors and bare ceilings within the Dwelling Unit shall be the responsibility of the Dwelling Unit Owner, and the Dwelling Unit Owner shall be obligated to obtain adequate coverage for such items and for any damage which may occur to the Common Area or a Dwelling Unit resulting from an occurrence within such Unit Owner's Dwelling Unit. Thus, each Dwelling Unit Owner must arrange individual insurance to supplement the Association's policy to provide for coverage for losses not covered by the Association's policy. It is also not the intent of the Association's blanket policy of insurance to provide coverage for losses of a minor nature, maintenance items, occurrences which fall below the deductible, nor those incidences and properties as outlined above. It is the responsibility of each Dwelling Unit Owner to properly review such Unit Owner's individual insurance to augment the coverage provided by the Association. 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. The Association shall have the right, but not the obligation, to allocate the cost of the blanket property insurance policy to be provided by the Association pursuant to this Section 8.1(a) 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.

(b) Comprehensive general liability insurance, including medical payments insurance, in an amount determined by the Board, but not less than \$1,000,000.00. Such insurance shall cover all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Area, and shall also include hired automobile and non-owned automobile coverages with cost liability endorsements to cover liabilities of the Owners as a group to an Owner, and provide coverage for any legal liability that results from lawsuits related to employment contracts in which the Association is a party.

(c) Workers' Compensation insurance to the extent necessary to meet the requirements of the laws of Arizona.

- (d) Directors and officers liability insurance in an amount to be determined by the Board.
- (e) Such other insurance as the Association shall determine from time to time to be appropriate to protect the Association or the Owners.
- (f) The insurance policies purchased by the Association shall, to the extent reasonably available, contain the following provisions:
 - (i) That there shall be no subrogation with respect to the Association, its agents, servants, and employees, or with respect to Owners and members of their households;
 - (ii) No act or omission by any Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery on the policy;
 - (iii) That the coverage afforded by such policy shall not be brought into contribution or proration with any insurance which may be purchased by Owners or their mortgagees or beneficiaries under deeds of trust;
 - (iv) A "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or other Owners;
 - (v) The Association shall be named as the Insured; and
 - (vi) For policies of hazard insurance, a standard mortgagee clause providing that the insurance carrier shall notify the First Mortgagee named in the policy at least ten (10) days in advance of the effective date of any substantial modification, reduction or cancellation of the policy.

8.2 Certificates of Insurance. An insurer that has issued an insurance policy under this Article shall issue certificates or a memorandum of insurance to the Association and, upon request, to any Owner, mortgagee or beneficiary under a deed of trust. Any insurance obtained pursuant to this Article may not be cancelled until thirty (30) days after notice of the proposed cancellation has been mailed to the Association, each Owner and each mortgagee or beneficiary under deed of trust to whom certificates of insurance have been issued.

8.3 Fidelity Bonds. The Association shall maintain blanket fidelity bonds for all officers, directors, trustees and employees of the Association and all other persons handling or responsible for funds of, or administered by, the Association, whether or not they receive compensation for their services. The Association shall require any management agent that handles funds for the Association to maintain its own fidelity bonds. The total amount of fidelity bond coverage shall be based upon the best business judgment of the Board, and shall not be less than the greater of (i) the amount equal to one hundred fifty percent (150%) of the estimated annual operating expenses of the Association, (ii) the estimated maximum amount of funds, including reserve funds, in the custody of the Association or the management agent, as the case may be, at any given time during the term of each bond, or (iii) the sum equal to three months assessments on all Lots plus adequate reserve funds. Fidelity bonds obtained by the Association must also meet the following requirements:

- (a) The fidelity bonds shall name the Association as an obligee;
- (b) The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar

terms or expressions; and

(c) The bonds shall provide that they may not be cancelled or substantially modified (including cancellation from non-payment of premium) without at least ten (10) days prior written notice to the Association and each First Mortgagee.

8.4. Payment of Premiums. The premiums for any insurance obtained by the Association pursuant to this Article shall be included in the budget of the Association and shall be paid by the Association.

8.5 Insurance Obtained by Owners. Each Owner shall be responsible for obtaining 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.

8.6. Payment of Insurance Proceeds. With respect to any loss to the Common Area, the Lots or any other property covered by property insurance obtained by the Association in accordance with this Article, the loss 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.

8.7. Repair and Replacement of Damaged or Destroyed Property.

(a) Immediately after the damage or destruction by fire or other casualty to all or any part of the property covered by insurance written in the name of the Association, the Board, or its duly authorized agent, shall proceed with the filing an adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or Reconstruction, as used in this section, means repairing or restoring the property to substantially the same condition in which it existed prior to the fire or other casualty.

(b) Any portion of the Common Area damaged or destroyed shall be repaired or replaced promptly by the Association unless (a) repair or restoration would be illegal under any state or local health or safety statute or ordinance, or (b) Owners owning at least eighty percent (80%) of the Lots vote not to rebuild. If the entire Common Area is not repaired or replaced, insurance proceeds attributable to the damaged Common Area shall be used to restore the damaged area to a condition which is not in violation of any state or local health or safety statute or ordinance.

(c) If damaged or destroyed property is to be repaired or restored pursuant to this Section and if the insurance proceeds collected on account of such damage or destruction is insufficient to pay the cost of the repair or restoration, the amount necessary to complete such repair or restoration may be obtained by the Association by a special Assessment levied against all Lots as a uniform rate.

ARTICLE 9

RIGHTS OF FIRST MORTGAGEES

9.1. Notification to First Mortgagees. Upon receipt by the Association of a written request from a First Mortgagee or insurer or governmental guarantor of a First Mortgage informing the Association of its correct name and mailing address and the Lot number or address to which the request relates, the Association shall provide

such Eligible Mortgage Holder or the Eligible Insurer or Guarantor with timely written notice of the following:

- (a) Any condemnation loss or any casualty loss which affects a material portion of the Project or any Lot on which there is a First Mortgage held, insured or guaranteed by such Eligible Mortgage Holder or Eligible Insurer or Guarantor;
- (b) Any delinquency in the payment of Assessments or charges owed by an Owner of a Lot subject to a First Mortgage held, insured or guaranteed by such Eligible Mortgage Holder or Eligible Insurer or Guarantor or any other default in the performance by the Owner of any obligation under the Project Documents, which delinquency or default remains uncured for the period of sixty (60) days;
- (c) Any lapse/cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and
- (d) Any proposed action which will require the consent of a specified percentage of Eligible Mortgage Holders as set forth in Sections 9.2 or 9.3 of this Declaration.

9.2. Approval Required to Terminate Project. Any termination of the legal status of the Project for reasons other than the substantial destruction or a substantial taking in condemnation of the Project shall not be effective unless approved by Eligible Mortgage Holders holding First Mortgages on Lots the Owners of which have at least sixty-seven percent (67%) of the votes in the Association allocated to Owners of all Lots subject to First Mortgages held by Eligible Mortgage Holders.

9.3. Approval Required for Amendment to Declaration Articles or Bylaws. The approval of Eligible Mortgage Holders holding First Mortgages on Lots the Owners of which have at least fifty-one percent (51%) of the votes in the Association allocated to Owners of all Lots subject to First Mortgages held by Eligible Mortgage Holders shall be required to add or amend any material provisions of the Declaration, Articles or Bylaws which establish, provide for govern or regulate any of the following:

- 1. Voting rights;
- 2. Assessment liens or subordination of assessment liens;
- 3. Reserves for maintenance, repair and replacement of Common Areas;
- 4. Insurance or fidelity bonds;
- 4. Responsibility for maintenance and repairs;
- 6. Expansion or contraction of the Project, or the addition, annexation or withdrawal of property to or from the Project;
- 7. Boundaries of any Lot;
- 8. Reallocation of interests in the Common Areas or the rights to their use;
- 9. Convertibility of Lots into Common Areas or of Common Areas into Lots;
- 10. Leasing of Lots;
- 11. Imposition of any restrictions on an Owner's right to sell or transfer his Lot;
- 12. A decision by the Association to establish self-management when professional management had been required previously by an Eligible Mortgage Holder;
- 13. Restoration or repair of the Project (after a hazard damage or partial condemnation) in a manner other than that specified in the Project Documents;
- 14. Any action to terminate the legal status of the Project after substantial destruction or condemnation occurs; or
- 15. Any provisions which expressly benefit First Mortgagees, Eligible Mortgage Holders or Eligible Insurers or Guarantors.

Any addition or amendment to the Declaration, Articles or Bylaws shall not be considered material if it is

for the purpose of correcting technical errors or for clarification only. Any First Mortgagee who receives a written request to approve additions or amendments to the Declaration, Articles or Bylaws which are not material who does not deliver or mail to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request.

9.4. First Mortgagee Not Liable for Prior Assessments. Any First Mortgagee or any other party acquiring title or coming into possession of a Lot through foreclosure of the First Mortgage, purchase at a foreclosure 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 and charges against the Lot which accrue prior to such sale or transfer to the First Mortgagee or other party. Any Assessments and charges against the Lot which accrue prior to such sale or transfer shall remain the obligation of the defaulting Owner of the Lot.

9.5. First Mortgagee's Right of Inspection of Records. Any First Mortgagee will, upon written request, be entitled to (a) inspect the books and records of the Association during normal business hours, (b) receive within ninety (90) days following the end of any fiscal year of the Association, a financial statement of the Association for the immediately preceding fiscal year of the Association, free of charge to the requesting party, and (c) receive written notice of all meetings of the Members of the Association and be permitted to designate a representative to attend all such meetings.

9.6. Limitation on Partition and Subdivision. No Lot shall be partitioned or subdivided without the prior written approval of the holder of any First Mortgage on such Lot.

9.7. Prior written Approval of First Mortgagees. Unless at least two-thirds (2/3) of the First Mortgagees (based upon one vote for each First Mortgage owned) or Owners (other than the sponsor, developer or builder) of the individual Lots have given their prior written approval, the Association shall not be entitled to:

(a) By act or omission seek to abandon, partition, subdivide, sell or transfer the Common Area owned, directly or indirectly, by the Association for the benefit of the Lots (the granting of easements for the public utilities or for other public purposes consistent with the intended use of such Common Area shall not be deemed a transfer within the meaning of this subsection);

(b) Change the method of determining the obligations, assessments, dues or other charges which may be levied against a Lot Owner;

(c) By act or omission change, waive or abandon any scheme or regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Lots, the exterior maintenance of Lots, and the improvements located thereon, the maintenance of the Common Area, party walls or fences and driveways, or the upkeep of lawns and plantings in the Project; or

(d) Use hazard insurance proceeds received due to losses to any Common Area, other than for the repair, replacement or reconstruction of such Common Area.

9.8. Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Article and any other provisions of the Project Documents, the provisions of this Article shall prevail; provided, however, that in the event of any conflict or inconsistency between the different Sections of this Article or between the provisions of this Article and any other provisions of the Project Documents with respect to the number or percentage of Owners, First Mortgagees, Eligible Mortgage Holders or Eligible Insurers or Guarantors that must consent to (i) an amendment of the Declaration, Articles or Bylaws, (ii) a termination of the Project, or (iii) certain actions of the Association as specified in Sections 9.2, 9.3 and 9.7 of this Declaration, the provision requiring the consent of the greatest number or percentage of Owners, First Mortgagees, Eligible Mortgage Holders or Eligible Insurers or Guarantors shall prevail; and provided, however, that the Board, without the consent of any

Owner or First Mortgagee being required, shall have the right to amend this Declaration, the Articles or the Bylaws in order to conform this Declaration, the Articles or the Bylaws to the requirements or guidelines of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Veterans Administration or any federal, state or local governmental agency whose approval of the project, the Plat or the Project Documents is required by law.

ARTICLE 10

GENERAL PROVISIONS

10.1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charge now or hereafter imposed by the provisions of this Declaration. Failure by the Association or 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.

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

10.3. Duration. The covenants and restrictions of this Declaration shall run with and bind the Property for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be terminated at any time by the written approval or the affirmative vote of Owners representing not less than ninety percent (90%) of the Lots. Any termination of this Declaration shall be evidenced by a Declaration or Termination signed by the President or Vice-President of the Association and recorded with the County Recorder of Coconino County, Arizona.

10.4. Amendment.

(a) Except for amendments which may be executed by the Board or the Declaration pursuant to Subsection (b) of this Section, the Declaration or the Plat may be amended at any time 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.

(b) The Board may amend this Declaration or the Plat, without obtaining the approval or consent of any Owner or First Mortgagee, in order to conform this Declaration or the Plat to the requirements or guidelines of the Federal National Mortgage Association, the Federal Housing Administration, the Veterans Administration or any federal, state or local governmental agency whose approval of the Project, the Plat or the Project Documents is required by law.

(c) Any amendment approved pursuant to Subsection (a) above or by the Board pursuant to Subsection (b) above shall be signed by the President or Vice President of the Association and shall be recorded with the County Recorder of Coconino County, Arizona. Any such amendment shall certify that the amendment has been approved as required by this section.

10.5. Violations and Nuisance. Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by the Association or any Owner.

10.6. Violations 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 this Declaration and subject to any or all the enforcement procedures set forth herein.

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

10.8. Delivery of Notices and Documents. Any written notice or other document 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 twenty-four hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed as follows: (i) if to the Association or the Architectural Committee at the Association's then current mailing address or (ii) if to an Owner, to the address of his Lot or to any other address last furnished to the Association by the Owner. Each Owner of a Lot shall file the correct mailing address of such Owner with Association, and shall promptly notify the Association in writing of any subsequent change of address.

10.9. Binding Effect. By acceptance of a deed or by acquiring any interest in any of the property subject to this Declaration, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferee(s) and assigns, binds himself, his heirs, personal representatives, successors, transferee(s) and assigns, to all of the provisions, restrictions, covenants, conditions, rules, and regulations now or hereafter imposed by this by this Declaration and any amendments thereof. In addition, each such person by doing so thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the Property and hereby evidences his intent that all the restrictions, conditions, covenants, rules and regulations contained in this Declaration shall run with the land and be binding on all subsequent and future owners, grantees, purchasers, assignees, lessees and transferee(s) 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. The Owners, their respective successors, assigns and grantees, covenant and agree that the Lots and the membership in the Association and the other rights created by this Declaration shall not be separate or separately conveyed, and each shall be deemed to be conveyed or encumbered with its respective Lot even though the description in the instrument of conveyance or encumbrance may refer only to the Lot.

10.10. Management Agreements. The terms of any agreement for professional management of or the providing of other services to the Association shall be determined by the Board. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on thirty (30) days or less written notice.

10.11. 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 either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

10.12. 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 this Declaration.

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

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

10.15. Joint and Several Liability. In the case of joint ownership of a Lot, the liabilities and obligations of

each of the joint Owners set forth in or imposed by this Declaration shall be joint and several.

10.16. Attorneys' Fees. In the event the Association employs an attorney to enforce any lien granted to it under the terms of this Declaration or to collect any Assessments or other amounts due as a result of any violation or noncompliance with the Project Documents, the prevailing party in any such action shall be entitled to recover from the other party its reasonable attorneys' fees incurred in any such action.

10.17 Legal Proceedings. Except for any legal proceedings initiated to (a) enforce any use restrictions, easement rights or nonmonetary obligations of Owners (other than legal proceedings against a Declarant) expressly set out in this Declaration; (b) enforce any Association Rules (other than legal proceedings against a Declarant); (c) enforce any Architectural Committee Rules (other than legal proceedings against a Declarant); (d) collect any unpaid Assessments levied pursuant to this Declaration; or (e) pursue or resolve any "small claims" (i.e., matters in which the amount in controversy could not reasonably be expected to exceed \$25,000.00), the Association (and Board) shall not initiate legal proceedings or join as a plaintiff in legal proceedings without the prior approval of Owners representing eighty percent (80%) or more of the votes in the Association. The costs of any legal proceedings initiated by the Association which are not included in the above exceptions shall be funded by the Association with monies that are specifically collected for that purpose, and the Association shall not borrow money, use reserve funds or use monies collected for other specific Association obligations for such purpose. With respect to matters involving property or improvements to property, the Association (and the Board) additionally shall not initiate legal proceedings or pay for legal proceedings or join as a plaintiff in legal proceedings unless (1) such property or improvements is owned by the Association; (2) the Association has the maintenance responsibility for such property or improvements pursuant to this Declaration; or (3) the Owner who owns such property or improvements consents in writing to the Association initiating or joining such legal proceeding. Nothing in this section shall preclude the Board from incurring expenses for legal advice in complying with statutes or regulations related to the operation of the Association or otherwise in the normal course of operating the Association when legal proceedings are not involved. In any event, no action may be filed by any Owner to enforce the Project Documents and no action may be filed by the Association in any court against any Declarant, until the Association, following written notice of such meeting, meets as an Association, obtains the affirmative vote of Owners representing eighty percent (80%) or more of the votes in the Association to file such an action, and provides the Declarant written notice of such vote at least 30 days following such written notice to cure any claimed failure, breach, or other default prior to the filing of any such action.

10.18 Restrictions Imposed by Master Declaration. All Improvements constructed on Lots and use of the Property shall be subject to the requirements of, and applicable limitations set forth in the Master Declaration Recorded on the Property pursuant to Sections 2 and 3 of the Master Declaration, as may be modified herein with the consent of the Master Developer.

10.19 Interpretation. Except for judicial construction, the Board of Directors shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Board's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property benefited or bound by this Declaration.

EXHIBIT "A"

THE REAL PROPERTY DESCRIBED AS FOLLOWS:

Lots 1 through 20, inclusive, and Tract A, The Enclave Unit 1, according to Case 8, Maps 37-37A, records of Coconino County, Arizona.

Lots 21 through 47, inclusive, and Tract A (said Tract A is the common area), The Enclave Unit 2, according to Case 8, Maps 81-81A, records of Coconino County, Arizona.

[SIGNATURE PAGE]

Each Owner consenting to this Amended and Restated Declaration is conclusively presumed to have the authority to consent, and no contrary provision in any mortgage, deed of trust or contract between the Owner and a third party will affect the validity of such consent or of this Amended and Restated Declaration. This Amended and Restated Declaration shall become effective upon recording of the same in the Official Records of Coconino County, Arizona.

IN WITNESS WHEREOF, the undersigned, constituting the Owners of not less than seventy percent (70%) of the Lots have set their hands intending to amend and restate the Declaration as hereinabove set forth.

PROPERTY DESCRIPTION:

Lot Number: _____ or property address:

Flagstaff, AZ 86001

RECORD OWNER(S):

Owner's Signature

Owner's Name: _____

Owner's Signature

Owner's Name: _____

[SIGNATURE PAGE]

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PROPERTY DESCRIPTION:

Lot Number: 2 or property address:

1806 W. Camelot

Flagstaff, AZ 86001

RECORD OWNER(S):

FINESTON FAMILY TRUST

Owner's Signature

Owner's Name: Thomas Fineston trustee

Amestoy family Trust

Owner's Signature

Owner's Name: Helen Amestoy trustee

[SIGNATURE PAGE]

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PROPERTY DESCRIPTION:

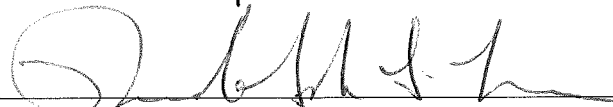
Lot Number: 3 or property address:

1794 W. Camelot

Flagstaff, AZ 86001

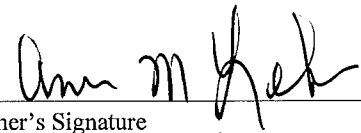
Lehn Family Trust

RECORD OWNER(S):

 Trustee

Owner's Signature

Owner's Name: Randolph S Lehn

 Trustee

Owner's Signature

Owner's Name: Ann M Lehn

APR 13 2012

[SIGNATURE PAGE]

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PROPERTY DESCRIPTION:

Lot Number: 4 or property address:

1788 W. CAMPBELL DR

Flagstaff, AZ 86001

RECORD OWNER(S):

John Hindman
Owner's Signature

Owner's Name: _____

Owner's Signature

Owner's Name: _____

JUN 18 2012

[SIGNATURE PAGE]

Each Owner consenting to this Amended and Restated Declaration is conclusively presumed to have the authority to consent, and no contrary provision in any mortgage, deed of trust or contract between the Owner and a third party will affect the validity of such consent or of this Amended and Restated Declaration. This Amended and Restated Declaration shall become effective upon recording of the same in the Official Records of Coconino County, Arizona.

IN WITNESS WHEREOF, the undersigned, constituting the Owners of not less than seventy percent (70%) of the Lots have set their hands intending to amend and restate the Declaration as hereinabove set forth.

PROPERTY DESCRIPTION:

Lot Number: 5 or property address:

1728 West Camelot

Flagstaff, AZ 86001

RECORD OWNER(S):

Mark T. Mauer

Owner's Signature

Owner's Name: Mark T. Mauer

Daphnee Mauer

Owner's Signature

Owner's Name: Daphnee Mauer

[SIGNATURE PAGE]

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IN WITNESS WHEREOF, the undersigned, constituting the Owners of not less than seventy percent (70%) of the Lots have set their hands intending to amend and restate the Declaration as hereinabove set forth.

PROPERTY DESCRIPTION:

Lot Number: 7 or property address:

1797 W. CAMELOT DR.

Flagstaff, AZ 86001

RECORD OWNER(S):

David G. Areghini
Owner's Signature

AREGHINI REVOCABLE TRUST

Owner's Name: David G. Areghini

Frances S. Areghini
Owner's Signature

Owner's Name: FRANCES S. AREGHINI

[SIGNATURE PAGE]

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PROPERTY DESCRIPTION:

Lot Number: 8 or property address:

Flagstaff, AZ 86001

RECORD OWNER(S):

The Podewell/LUNA Trust
Gaye Luna Trustee
Owner's Signature

Owner's Name: GAYE LUNA

Owner's Signature

Owner's Name: _____

[SIGNATURE PAGE]

Each Owner consenting to this Amended and Restated Declaration is conclusively presumed to have the authority to consent, and no contrary provision in any mortgage, deed of trust or contract between the Owner and a third party will affect the validity of such consent or of this Amended and Restated Declaration. This Amended and Restated Declaration shall become effective upon recording of the same in the Official Records of Coconino County, Arizona.

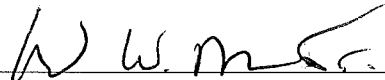
IN WITNESS WHEREOF, the undersigned, constituting the Owners of not less than seventy percent (70%) of the Lots have set their hands intending to amend and restate the Declaration as hereinabove set forth.

PROPERTY DESCRIPTION:

Lot Number: 9 or property address:

Flagstaff, AZ 86001

RECORD OWNER(S):


Owner's Signature

Owner's Name: _____

Owner's Signature

Owner's Name: _____

[SIGNATURE PAGE]

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IN WITNESS WHEREOF, the undersigned, constituting the Owners of not less than seventy percent (70%) of the Lots have set their hands intending to amend and restate the Declaration as hereinabove set forth.

PROPERTY DESCRIPTION:

Lot Number: 12 or property address: 1841 CANAL 7
Flagstaff, AZ 86001

RECORD OWNER(S):

[Signature]
Owner's Signature

Owner's Name: 1211 TIPPETT

Owner's Signature

Owner's Name: _____

[SIGNATURE PAGE]

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IN WITNESS WHEREOF, the undersigned, constituting the Owners of not less than seventy percent (70%) of the Lots have set their hands intending to amend and restate the Declaration as hereinabove set forth.

PROPERTY DESCRIPTION:

Lot Number: 13 or property address:

1849 W. Camelot

Flagstaff, AZ 86001

William & Elizabeth Kelly Trust
[Signature]

RECORD OWNER(S):

Owner's Signature

Owner's Name: William Kelly

[Signature]
Owner's Signature

Owner's Name: Elizabeth Kelly

APR 13 2012

[SIGNATURE PAGE]

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IN WITNESS WHEREOF, the undersigned, constituting the Owners of not less than seventy percent (70%) of the Lots have set their hands intending to amend and restate the Declaration as hereinabove set forth.

PROPERTY DESCRIPTION:

Lot Number: 14 or property address:

1855 Camelot

Flagstaff, AZ 86001

RECORD OWNER(S):

T. Carter
Owner's Signature

Owner's Name: Tim Carter

Linda L. Carter
Owner's Signature

Owner's Name: LINDA L. CARTER

C Carter
OWNER'S SIGNATURE

OWNER'S
NAME CAMERON LEVI CARTER

APR 30 2012

AUG 15 2012

[SIGNATURE PAGE]

Each Owner consenting to this Amended and Restated Declaration is conclusively presumed to have the authority to consent, and no contrary provision in any mortgage, deed of trust or contract between the Owner and a third party will affect the validity of such consent or of this Amended and Restated Declaration. This Amended and Restated Declaration shall become effective upon recording of the same in the Official Records of Coconino County, Arizona.

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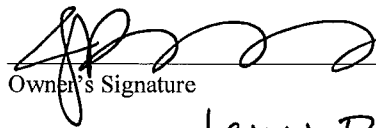
PROPERTY DESCRIPTION:

Lot Number: 15 or property address:

1861 W. Camelot Dr.

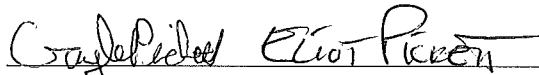
Flagstaff, AZ 86001

RECORD OWNER(S):



Owner's Signature

Owner's Name: Jami Brown



Owner's Signature

Owner's Name: Gage Pickett Eliot Pickett

JUN 22 2012

[SIGNATURE PAGE]

Each Owner consenting to this Amended and Restated Declaration is conclusively presumed to have the authority to consent, and no contrary provision in any mortgage, deed of trust or contract between the Owner and a third party will affect the validity of such consent or of this Amended and Restated Declaration. This Amended and Restated Declaration shall become effective upon recording of the same in the Official Records of Coconino County, Arizona.

IN WITNESS WHEREOF, the undersigned, constituting the Owners of not less than seventy percent (70%) of the Lots have set their hands intending to amend and restate the Declaration as hereinabove set forth.

PROPERTY DESCRIPTION:

LOT NUMBER: 16 or property address.

1864 W. Camelot Dr.

Flagstaff, AZ 86001

Patton Properties LLC Camelot Series

Neil A. Patton, Manager

Owner's Signature

Owner's Name: Neil A. Patton

RECORD OWNER(S):

Erna J. Patton, Manager

Owner's Signature

Owner's Name: Erna J. Patton

APR 26 2012

[SIGNATURE PAGE]

Each Owner consenting to this Amended and Restated Declaration is conclusively presumed to have the authority to consent, and no contrary provision in any mortgage, deed of trust or contract between the Owner and a third party will affect the validity of such consent or of this Amended and Restated Declaration. This Amended and Restated Declaration shall become effective upon recording of the same in the Official Records of Coconino County, Arizona.

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PROPERTY DESCRIPTION:

Lot Number: 17 or property address:

Flagstaff, AZ 86001

RECORD OWNER(S):

{ BATES TRUST
Rachel Bates, Trustee
Owner's Signature
Owner's Name: RACHEL BATES

William C. Bates
Owner's Signature
Owner's Name: WILLIAM C. BATES

APR 13 2012

[SIGNATURE PAGE]

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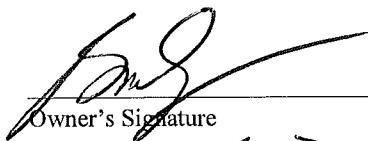
PROPERTY DESCRIPTION:

Lot Number: 18 or property address:

1848 W Camelot Dr

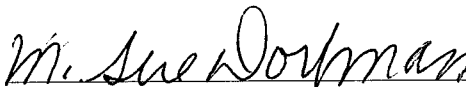
Flagstaff, AZ 86001

RECORD OWNER(S):



Owner's Signature

Owner's Name: Ben Dorfman



Owner's Signature

Owner's Name: M. Sue Dorfman

[SIGNATURE PAGE]

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PROPERTY DESCRIPTION:

Lot Number: 19 or property address:
1840 W CAMELOT
Flagstaff, AZ 86001

RECORD OWNER(S):

Natalie Scott
Owner's Signature
Owner's Name: NATALIE SCOTT

Owner's Signature
Owner's Name: _____

[SIGNATURE PAGE]

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IN WITNESS WHEREOF, the undersigned, constituting the Owners of not less than seventy percent (70%) of the Lots have set their hands intending to amend and restate the Declaration as hereinabove set forth.

PROPERTY DESCRIPTION:

Lot Number: 20 or property address:

1842 W. Camelot

Flagstaff, AZ 86001

RECORD OWNER(S):

Owner's Signature

Owner's Name: _____

Nancy A. Sullivan

Owner's Signature

Owner's Name: _____

JUN 19 2012

[SIGNATURE PAGE]

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PROPERTY DESCRIPTION:

Lot Number: 21 or property address:

1870 W. Camelot Drive

Flagstaff, AZ 86001

RECORD OWNER(S):

Gypsy Denzine
Owner's Signature

Owner's Name: Gypsy Denzine

Owner's Signature

Owner's Name:



Ms. Gypsy Denzine
1870 W Camelot Dr
Flagstaff, AZ 86001-2863

I approve the
new
CCRs,
(and assessments)
Gypsy Denzine

[SIGNATURE PAGE]

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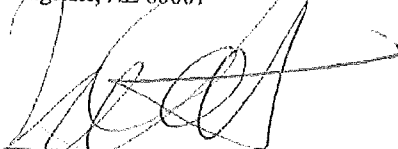
PROPERTY DESCRIPTION:

Lot Number: 22 or property address:

1876 W Camelot Dr

Flagstaff, AZ 86001

RECORD OWNER(S):



Owner's Signature

Owner's Name: Mark Vast

Owner's Signature

Owner's Name: _____

[SIGNATURE PAGE]

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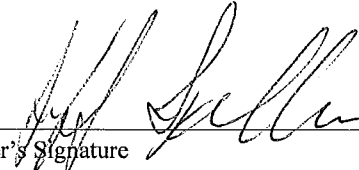
PROPERTY DESCRIPTION:

Lot Number: 23 or property address:

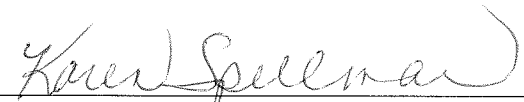
1882 W. Camelot Dr.

Flagstaff, AZ 86001

RECORD OWNER(S):


Owner's Signature

Owner's Name: Jeff Spellman


Owner's Signature

Owner's Name: Karen Spellman

APR 13 2012

[SIGNATURE PAGE]

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IN WITNESS WHEREOF, the undersigned, constituting the Owners of not less than seventy percent (70%) of the Lots have set their hands intending to amend and restate the Declaration as hereinabove set forth.

PROPERTY DESCRIPTION:

Lot Number: 24 or property address:

1888 W. Camelot Dr.

Flagstaff, AZ 86001

RECORD OWNER(S):

Ronald Doba
Owner's Signature

Owner's Name: Ronald Doba

Susan Doba
Owner's Signature

Owner's Name: Susan Doba

[SIGNATURE PAGE]

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IN WITNESS WHEREOF, the undersigned, constituting the Owners of not less than seventy percent (70%) of the Lots have set their hands intending to amend and restate the Declaration as hereinabove set forth.

PROPERTY DESCRIPTION:

Lot Number: 26 or property address:
1900 W. Camelot Dr
Flagstaff, AZ 86001

RECORD OWNER(S):

Allen L. Robbins, Trustee
Owner's Signature

Owner's Name: Robbins Family Trust

Magdalen J. Robbins, Trustee
Owner's Signature

Owner's Name: Robbins Family Trust

[SIGNATURE PAGE]

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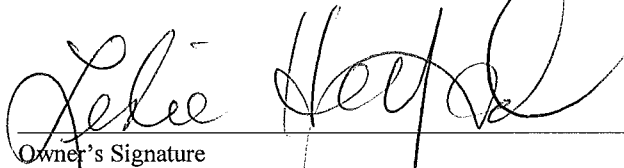
PROPERTY DESCRIPTION:

Lot Number: 27 or property address:
1906 Camelot
Flagstaff, AZ 86001

RECORD OWNER(S):


Owner's Signature

Owner's Name: PAUL HERTFORD


Owner's Signature

Owner's Name: LEANNE HERTFORD

[SIGNATURE PAGE]

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IN WITNESS WHEREOF, the undersigned, constituting the Owners of not less than seventy percent (70%) of the Lots have set their hands intending to amend and restate the Declaration as hereinabove set forth.

PROPERTY DESCRIPTION:

Lot Number: 28 or property address:

1912 W. Camelot

Flagstaff, AZ 86001

Evans Revocable Trust

RECORD OWNER(S):

Mary Lou Kantz Evans
Owner's Signature

Owner's Name: MARY LOU KANTZ EVANS, Trustee

Michael O Evans, Trustee
Owner's Signature

Owner's Name: MICHAEL O. EVANS

[SIGNATURE PAGE]

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IN WITNESS WHEREOF, the undersigned, constituting the Owners of not less than seventy percent (70%) of the Lots have set their hands intending to amend and restate the Declaration as hereinabove set forth.

PROPERTY DESCRIPTION:

Lot Number: 29 or property address:
1918 W. Camelot
Flagstaff, AZ 86001

RECORD OWNER(S):

Donna Natseway
Owner's Signature
Owner's Name: Donna Natseway

Owner's Signature

Owner's Name: _____

MAY 07 2012

[SIGNATURE PAGE]

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PROPERTY DESCRIPTION:

Lot Number: 30 or property address:

1924 W. CAMERLOT DR

Flagstaff, AZ 86001

RECORD OWNER(S):

Kimberly Mitchell

Owner's Signature

Owner's Name: Kimberly Mitchell

Jason Mitchell

Owner's Signature

Owner's Name: JASON MITCHELL

JUL 16 2012

[SIGNATURE PAGE]

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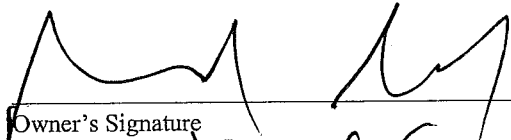
PROPERTY DESCRIPTION:

Lot Number: 31 or property address:

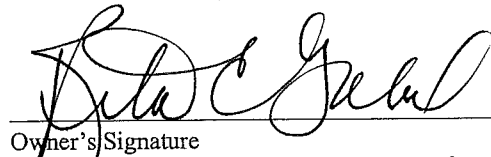
1930 W. Camelot

Flagstaff, AZ 86001

RECORD OWNER(S):


Owner's Signature

Owner's Name: Brad Gabel


Owner's Signature

Owner's Name: RITA GABEL

[SIGNATURE PAGE]

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IN WITNESS WHEREOF, the undersigned, constituting the Owners of not less than seventy percent (70%) of the Lots have set their hands intending to amend and restate the Declaration as hereinabove set forth.

PROPERTY DESCRIPTION:

Lot Number: 32 or property address:
1936 W Camdot Drive
Flagstaff, AZ 86001

RECORD OWNER(S):

Pamela Dement-Baker
Owner's Signature

Owner's Name: Pamela DEMENT-Baker

Owner's Signature

Owner's Name: _____

MAY 11 2012

[SIGNATURE PAGE]

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IN WITNESS WHEREOF, the undersigned, constituting the Owners of not less than seventy percent (70%) of the Lots have set their hands intending to amend and restate the Declaration as hereinabove set forth.

PROPERTY DESCRIPTION:

Lot Number: 34 or property address:

1945 W. Camelot

Flagstaff, AZ 86001

RECORD OWNER(S):

Michael Swanson

Owner's Signature

Owner's Name: Michael Swanson

Nicole Swanson

Owner's Signature

Owner's Name: Nicole Swanson

JUL 09 2012

[SIGNATURE PAGE]

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IN WITNESS WHEREOF, the undersigned, constituting the Owners of not less than seventy percent (70%) of the Lots have set their hands intending to amend and restate the Declaration as hereinabove set forth.

PROPERTY DESCRIPTION:

Lot Number: 35 or property address:

1939 W. Camelot Dr.

Flagstaff, AZ 86001

RECORD OWNER(S):

Ann M. Harbison

Owner's Signature

Owner's Name: Ann M. Harbison

Owner's Signature

Owner's Name: _____

[SIGNATURE PAGE]

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PROPERTY DESCRIPTION:

Lot Number: 36 or property address:

1933 W. Camelot Dr.

Flagstaff, AZ 86001

RECORD OWNER(S):

[Signature]

Owner's Signature

Owner's Name: Lindsey Scheel

[Signature]

Owner's Signature

Owner's Name: Kurt Scheel

APR 23 2012

[SIGNATURE PAGE]

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PROPERTY DESCRIPTION:

Lot Number: 37 or property address:

1927 CAMELOT DR.

Flagstaff, AZ 86001

RECORD OWNER(S):

Keith J. Lambert
Owner's Signature

Owner's Name: KEITH LAMBERT

Sarah E. Lambert
Owner's Signature

Owner's Name: Sarah E. Lambert

MAY 07 2012

[SIGNATURE PAGE]

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IN WITNESS WHEREOF, the undersigned, constituting the Owners of not less than seventy percent (70%) of the Lots have set their hands intending to amend and restate the Declaration as hereinabove set forth.

PROPERTY DESCRIPTION:

Lot Number: 38 or property address:
1921 W. Camelot DRIVE
Flagstaff, AZ 86001

Roger Gregg Revocable Trust

RECORD OWNER(S):

Roger D. Gregg Trustee
Owner's Signature

Owner's Name: ROGER D. GREGG

Carol Gregg Revocable Trust
Carol Gregg Trustee
Owner's Signature

Owner's Name: CAROL GREGG

[SIGNATURE PAGE]

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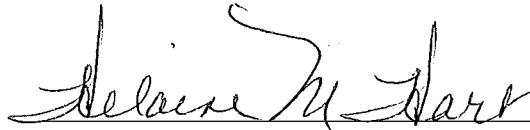
PROPERTY DESCRIPTION:

Lot Number: 39 or property address:

1915 W. Camelot Drive

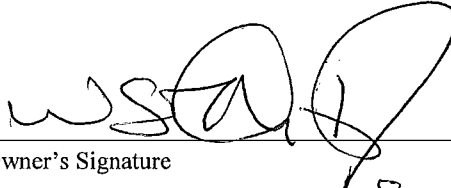
Flagstaff, AZ 86001

RECORD OWNER(S):



Owner's Signature

Owner's Name: Helaine M. Hart



Owner's Signature

Owner's Name: William S. Hart Jr

APR 30 2012

[SIGNATURE PAGE]

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PROPERTY DESCRIPTION:

Lot Number: 40 or property address:

1909 W Camelot

Flagstaff, AZ 86001

Vestel Family Trust Dated 3/1/2003

RECORD OWNER(S):

m trustee

Owner's Signature

Owner's Name: Matt Vestel

Anna Vestel trustee

Owner's Signature

Owner's Name: Anna Vestel

[SIGNATURE PAGE]

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PROPERTY DESCRIPTION:

Lot Number: 44 or property address:

1885 W. Camelot

Flagstaff, AZ 86001

RECORD OWNER(S):

Leis E. Ayers, H&E

Owner's Signature

Owner's Name: Leis E. Ayers Family Trust

Owner's Signature

Owner's Name: _____

[SIGNATURE PAGE]

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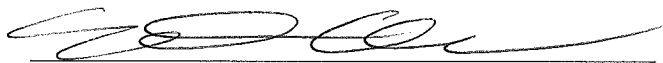
PROPERTY DESCRIPTION:

Lot Number: 45 or property address:

1879 W Camelot Dr

Flagstaff, AZ 86001

RECORD OWNER(S):



Owner's Signature

Owner's Name: Stephanie Goodwin

Owner's Signature

Owner's Name: _____

APR 13 2012

[SIGNATURE PAGE]

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PROPERTY DESCRIPTION:

Lot Number: 46 or property address:

1873 W. CAMELOT DR

Flagstaff, AZ 86001

RECORD OWNER(S):

1873 W --

Owner's Signature

Owner's Name: Kerry G. Wangbers

Elaine K. Cardwell

Owner's Signature

Owner's Name: Elaine K. Cardwell

[SIGNATURE PAGE]

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PROPERTY DESCRIPTION:

Lot Number: 47 or property address:

1867 W. CAMELOT DR.

Flagstaff, AZ 86001

RECORD OWNER(S):

Billy J. Aten

Owner's Signature

Owner's Name: BILLY J. ATEN

Jimmie Marie Aten

Owner's Signature

Owner's Name: JIMMIE MARIE ATEN