



CANDACE OWENS
 COCONINO COUNTY RECORDER
 OFFICIAL RECORDS OF
 COCONINO COUNTY

INST: 96-22070 FEE:\$ 12.50
 AT THE REQUEST OF:
 CITY OF FLAGSTAFF
 DATE: 07/17/1996 TIME: 09:09
 DKT: 1896 PG: 109 PAGES: 016

When recorded return to:
 WVR PARTNERS LIMITED PARTNERSHIP
 5070 N. 40th Street, Suite 250
 Phoenix, Arizona 85018
 ATTN: Tony Burd

DECLARATION
 OF
 COVENANTS, CONDITIONS AND RESTRICTIONS
 FOR
 WOODLANDS VILLAGE UNIT IV

THIS DECLARATION made and dated this 16TH day of July, 1996, by WVR Partners Limited Partnership, being the owner of all the following described property, situated in the County of Coconino, State of Arizona, to wit:

Lots 1 through 49 of Woodlands Village Unit IV according to Book 6 of Maps Page 87 Official Records of Coconino County, Arizona ("Unit IV").
87A+
87B

WHEREAS, the Declarant, about to convey lots on parcels of said described property hereby declares that Unit IV is held and shall be conveyed subject to restriction, conditions, covenants, charges and agreements set forth in this Declaration, to wit:

SECTION 1

DEFINITIONS

1.1 "Annual Assessment" means the assessments levied against each Lot, and the Owner thereof, pursuant to Section 5.2 hereof.

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1.2 "Architectural Committee" or "Committee" shall mean the committee created pursuant to Section 4 hereof.

1.3 "Architectural Rules and Guidelines" or "Guidelines" shall mean the rules and regulations adopted from time to time by the Committee.

1.4 "Articles" shall mean the Articles of Incorporation of the Association which have been or will be filed in the office of the Corporation Commission of the State of Arizona, as said Articles may be amended from time to time.

1.5 "Assessment" means an Annual Assessment, Special Assessment or Extraordinary Assessment as more fully set forth in Section 5 herein.

1.6 "Assessment Lien" means the lien created and imposed by Section 5.1 herein.

1.7 "Association" shall mean and refer to WOODLANDS VILLAGE RESIDENTIAL OWNERS ASSOCIATION, INC., an Arizona non-profit corporation, its successors or assigns, which has been or will be established pursuant to this Declaration.

1.8 "Association Rules" or "Rules" shall mean the rules and regulations adopted by the Board and/or Committee as they may be amended from time to time.

1.9 "Board" shall mean the Board of Directors of the Association.

1.10 "Committee" shall have the same meaning as "Architectural Committee" as set forth in 1.2 above.

1.11 "Committee" shall have the same meaning as "Architectural Committee" as set forth in 1.2 above.

1.12 "Common Area" or "Common Areas" shall mean any and/or all real property, including any improvements thereto, that are now or hereafter owned by the Association for the common use and enjoyment of the Owners and are noted as Tracts on the Final Plat of Woodlands Village Unit IV.

1.13 "Declarant" shall mean WVR PARTNERS LIMITED PARTNERSHIP, an Arizona limited partnership, or its specifically designated successors.

1.14 "Declaration" shall mean the covenants, conditions, and restrictions hereinafter set forth in this entire document, as said document may be amended from time to time.

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1.15 "Extraordinary Assessment" means any Assessment levied pursuant to Section 5.4 of this Declaration.

1.16 "Improvement" shall mean the buildings, pools, fences, walls, driveways, sidewalks, equipment, hedges, plantings, planted trees and shrubs and any and all structures and landscaping of any type and kind.

1.17 "Lessee" means the lessee or tenant under a lease, oral or written, of any lot including an assignee of a lease.

1.18 "Lot" shall mean any individual lot according to the recorded plat of Woodlands Village Unit IV or as may be amended or corrected from time to time.

1.19 "Member" shall mean any person, corporation, partnership, or other legal entity who is a member of the Association.

1.20 "Owner(s)" shall mean and refer to the owner of record, whether one or more persons or entities, or equitable or beneficial title (or legal title if same has merged) of any Lot. "Owner" shall include any person(s) or entity(s) who hold(s) an interest in any Lot as a security for the performance of an obligation. "Owner" shall also include the family, guests, invitees, and Lessees of any Owner. "Owner" shall include Declarant so long as Declarant owns any Lot.

1.21 "Plat" means the plat for Woodlands Village Unit IV recorded at Book 6 of Maps, Page 374, record of Coconino County, Arizona, and all amendments, supplements and corrections thereto.

1.22 "Project" shall initially mean only those lots shown on the recorded plat of Woodlands Village Unit IV. "Project" shall also include other parcels (or lots) that are subsequently annexed in the manner described in Section 6.8 hereof.

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

1.24 "Residence" shall mean a building or structure devoted exclusively to single family residential use.

1.25 "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 neighboring or adjoining property within Unit IV at an elevation no greater than the elevation of the base of the object being viewed.

SECTION 2

USE RESTRICTIONS

2.1 Single Family Residential Use. No structure whatever, other than a Residence together with a private garage, guest house, servants quarters or such other customary outbuilding(s) shall be erected, placed or permitted to remain on any Lot. No gainful occupation, profession, trade or other non-residential use shall be permitted on any Lot.

2.2 Minimum Livable Areas. Any Residence constructed shall contain a minimum of 1,500 square feet of livable area unless otherwise approved by the Committee. The minimum square footage includes the walls of the house, but is exclusive of open porches, breezeways, pergolas, courtyards, attached garages or any similar extension or projection. All structures shall be of new material and no buildings shall be moved from any other location onto any Lot. No prefabricated building or other structure of any nature whatsoever, permanent or temporary shall be moved or placed upon, or assembled or whatsoever, permanent or temporary shall be moved or placed upon, or assembled or otherwise maintained on any Lot, provided, however that a temporary office, trailer office, tool shed, lumber shed and/or office may be used if it is removed at completion of construction or selling of the Residence for which it was maintained, whichever is later.

2.3 Setback Requirements. All buildings shall be located on any Lot within the Building Setback Lines as shown on the Final Plat for Woodlands Village Unit IV. All Residences shall have an enclosed garage capable of housing a minimum of two (2) cars. Notwithstanding the above, minimum setbacks shall conform to the Ordinances as established by the City of Flagstaff.

2.4 Plan Approval of Improvements and Alterations. No improvement, addition, alteration, repair, excavation or other work which in any way alters the exterior appearance of any Improvement or any portion of any Lot from its natural or improved state as existing on the date of the Declaration and no building, fence, wall, drive approach or other structure shall be commenced, erected, maintained, improved, altered, made or done until the plans and specifications for the same in all construction details, including shape, height, materials, floor plans, colors and location, until plans have been submitted to and APPROVED OF IN WRITING BY THE COMMITTEE. The Committee shall have the right to take into consideration the suitability of the proposed improvements, materials to be used, the harmony thereof with the surroundings and any other factors as may be deemed relevant by the Committee, and to refuse to approve any plans or specifications, whether for new construction or for subsequent alteration or repair of existing Improvements, which are not

suitable or desirable, in its SOLE AND ABSOLUTE OPINION, for aesthetic or other reasons. No changes or deviations in or from such plans and specifications once approved, shall be made without the prior written approval of the Committee. All decisions of the Committee shall be final and no owner or other party shall have recourse against the Committee for its refusal to approve any such plans and specifications.

2.5 Removal and Replacement of Trees. No trees located upon any Lot may be removed or replaced without the prior WRITTEN APPROVAL OF THE COMMITTEE, which approval shall not be unreasonably withheld. All plans and specifications as contained in Section 2.4 above must show the approximate location of any tree(s) to be removed or replaced. This provision shall not prohibit any Owner from planting other types and varieties of trees on his Lot. Unit IV is subject to a Resources Plan as approved by the City of Flagstaff. Trees located within the protected area as noted on the Resource Plan (see Sheet 17 of construction plan set) may be removed or altered only upon written approval of the City of Flagstaff and the Committee.

2.6 Landscaping and Landscape Maintenance. All front yard landscaping and all landscaping upon those portions of any Lot which are visible from any other Lot or Common Area shall be installed by the Owner of the Lot in accordance with a landscaping plan which has been submitted to and duly APPROVED IN WRITING BY THE COMMITTEE. Said landscaping plan shall be submitted along with the plans and specifications for the construction of the Residence unless otherwise agreed upon in writing. All such landscaping (pursuant to the approved plan) must be installed by the Owner of the Lot within ninety (90) days, weather permitting, following the final inspection of the Residence and acceptance by the City of Flagstaff. Each Owner shall at all times keep all trees, shrubs, ground cover and plantings of every kind on his Lot neatly trimmed, and at all times keep his Lot free from trash, weeds and other unsightly material. The yards and grounds in connection with all improved Lots shall be cultivated and planted to an extent sufficient to maintain an appearance not out of keeping with that of typical improved Lots. During prolonged absence, each Owner will arrange for the care of his Lot during such absence. Each Lot Owner, whether or not the Lot is improved, shall be responsible for maintaining said Lot in a condition to minimize the risk of fire. If an Owner does not clean up or maintain his Lot in accordance with the foregoing provision of this Section 2.6, the Association may give written notice thereof to the Owner, and if such Owner fails to clean up or maintain his Lot within thirty (30) days from the date such written notice is given, the Association may have that Owner's Lot cleaned up or maintained with the expense incurred by the Association in so doing to be levied against Owner as an Extraordinary Assessment under Section 5.4 hereof with the Association to have all attendant remedies including the Assessment Lien referred to in Sections 5.1 and 5.8 hereof.

2.7 Fences. No fence shall be constructed on any Lot unless its style and design are APPROVED IN WRITING BY THE COMMITTEE. All fences constructed on any Lot must complement the outside of the home built on that Lot. No "chain-link" fence shall be placed anywhere on the Lot. There shall be no metal visible in any fence except for gates which shall be lined with wood. Fencing within utility easements shall be limited to wood, section-type fencing. No fencing shall be allowed in drainage easements.

2.8 Obstructive Materials or Devices. Air conditioners, television antenna, satellite dishes, coolers, pool filters, firewood storage, building or repair materials, storage facilities, trash containers, lawn and yard tools and equipment, and other temporary or permanent equipment must be screened or completely stored so as to be substantially invisible from the streets and from neighboring properties. Screening shall be constructed of the same material as the adjacent building or wall. All heating and air conditioning units shall be ground mounted.

2.9 Drainage Easements and Features. No Owner shall fill, block, or obstruct any drainage easements, structures or features on his Lot, nor shall any Owner cause or suffer to be erected on the Lot any building or obstruction for the purpose, directly or indirectly, of obstruction blocking or filling any such drainage easement, structure or feature. The City of Flagstaff agrees to make and forever repair and maintain all such drainage easements and structures on the Lot that are within drainage easements with the City of Flagstaff as Grantee, making good all damage which may be caused to the said drainage easements and structures. Such damage may occur directly or indirectly by the obstructing, blocking or filling of such drainage easements. No Lot Owner may divert the natural drainage across his lot onto other lots unless such diversion is contained within a drainage easement.

2.10 Roofing Materials. Roofing materials shall consist of wood shake shingles, tile or cement shingles, non reflective metal or thick butt asphalt shingles as APPROVED IN WRITING BY THE COMMITTEE. All metal flashing, chimneys, gutters, down spouts, wires or pipes must be matched to the roof or wall color and texture. All roofing materials shall be of a Class B fire rating or greater.

2.11 Exterior Siding & Material. Exterior siding & materials shall consist of Cedar (wood) siding, lap, T & G, Board, batt and Masonite lap. Accent materials shall consist of stone bricks and stucco. All exterior siding materials must be APPROVED BY THE COMMITTEE. A material known as T-111 shall not be used.

2.12 Colors. Exterior colors must be subdued and blend with the environment. No bright colors such as red, yellow, etc. will be allowed. All exterior colors must be APPROVED IN WRITING BY THE COMMITTEE.

2.13 Livestock and Poultry. Cows, horses or livestock such as pigeons or chickens shall not be kept. Animals such as dogs, cats and rabbits may be kept as house pets, provided that they are not kept, bred or maintained for any commercial purposes. Noisy pets such as barking dogs, which are bothersome to a plurality of neighbors must be removed. No pets may be kept or confined within the front yard.

2.14 Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All containers used for the storage or disposal of such material shall be kept in a clean and sanitary condition that will not be obnoxious to the eye. 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 period of time reasonably necessary to effect said collection. No substance, thing or material shall be kept upon the Lot that will emit a foul or obnoxious odor, or cause any noise that might disturb the peace, quiet, comfort or serenity of the other Owners or occupants.

2.15 Nuisance. No nuisance or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the other Owners or occupants.

2.16 Completion of Construction. When any construction on any Lot has been started, it shall be completed within one year from start date except when such delay is caused by an act of God, strikes, actual inability of the owner to procure delivery of necessary material or by the interference by other persons or forces beyond the control of the Owner to prevent. Financial ability of the owner or his contractor to secure labor or materials or discharge liens or attachments shall not be deemed a cause beyond his control.

2.17 Abandoned or Inoperable Vehicles. No vehicle of any type which is abandoned or inoperable shall be stored or kept on any Lot or street within Unit IV unless it is housed within a garage as approved by the Committee.

2.18 Vehicles. No trucks, buses, boats, trailers, campers, recreation vehicles, etc. (other than passenger automobiles) shall be permitted to be kept and maintained on any Lot without the Lot Owner's receipt of the Association's PRIOR WRITTEN APPROVAL of such Owner's maintenance of the vehicle and the manner of screening or concealing the same. The restrictions in this Section 2.18 do not apply to automobiles or station wagons, and the terms "buses", "vans", and "trucks", set forth above shall not include (i) 3/4 ton (or less)

capacity pick up trucks used solely for pleasure and passenger purposes (and not commercial purposes).

2.19 Parking. No vehicles shall be parked or maintained on the streets in Unit IV except for such periods of time as shall be reasonable necessary to load or unload.

2.20 Deeds. Deeds of conveyance of all or any of said Lots shall incorporate by reference all of the provisions contained in this Declaration. However, whether or not recited in the deeds of reconveyance, this Declaration shall be binding on every Owner of every Lot in Unit IV.

2.22 Term. This Declaration and the covenants herein shall run with the land and shall be binding on the undersigned, the Owners and all of their successors in title, interest or possession in all and every part of Unit IV, until August 1, 2025, and thereafter the same shall be automatically extended for successive periods of ten (10) years, unless and until the Owners of seventy-five percent (75%) of the Lots amend or revoke the same by written instrument, duly acknowledged and recorded.

2.23 Advertising. No advertising signs, billboards, or other unsightly objects shall be erected, placed or permitted to remain on any Lot except for one "For Sale" sign, sized not to exceed twenty four (24) inches by thirty (30) inches.

2.24 Easements. Easements, as indicated upon the Plat are reserved for the installation and maintenance of public service utilities and other uses for public or quasi-public good. No buildings or structures shall be placed upon such easements or interference be made with the free use of the same for the purposes intended.

2.25 Responsibility. The Owner is responsible for the succeeding owner being notified of the contents of this Declaration.

SECTION 3

ASSOCIATION

3.1 Establishment of the Association. The Association shall be established as a non-profit corporation by filing with the Corporation Commission of the State of Arizona the Articles of Incorporation of the Association in conformance with all applicable laws and regulations. When established as set forth above, the Association shall be governed by and in accordance with the requirements set forth herein and shall be organized for the purposes and with the powers set forth herein. By acceptance of a deed or by acquiring any ownership interest in any of the real property included within this declaration,

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each person or entity for himself or itself his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to automatically become Members of the Association upon its establishment, subject to the rights and obligations set forth herein.

3.2 Membership and Voting Rights. Every Owner of a Lot shall be a Member of the Association, such membership shall be appurtenant to and may not be separated from ownership of any Lot. There shall be two classes of membership:

Class A. Class A Members shall be all owners with the exception of the Declarant so long as Declarant is a Class B member, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be Members. The vote for any such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant and the Declarant shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease, to be converted to Class A membership, when the total votes outstanding in the Class A membership equals the number of votes outstanding in the Class B membership.

Each Member shall have such other rights, duties and obligations as set forth in the Articles and Bylaws of the Association as they may be amended from time to time. The membership of each Owner shall be appurtenant to the Lot and shall not be assigned, transferred, pledged, conveyed or alienated in any way except upon transfer of ownership to the Lot and then only to the transferee of ownership to such Lot and any attempt to make a prohibited transfer shall be void.

The affairs of the Association shall be conducted by a Board of not less than three (3) nor more than nine (9) Directors with the assistance of such officers designated in the Articles or Bylaws. So long as there is Class B membership.

- (a) The Board of Directors shall be appointed by the Architectural Committee;
- (b) The officers shall be appointed by the Directors, and;

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(c) Persons other than Owners may serve as officers and directors.

When Class B membership ceases to exist, the officers and directors shall be designated as provided for in the Articles and Bylaws.

SECTION 4

ARCHITECTURAL COMMITTEE

4.1 Creation of Architectural Committee. An Architectural committee is hereby established and shall perform the functions set forth in this Declaration and the Articles and Bylaws. The committee shall be composed of at least three (3) members. None of such members shall be required to be an architect or to meet any other particular qualifications for membership or appointment. A member need not be, but may be, a member of the Board of Directors or an officer of the Association. The following persons are hereby designated as the initial members of the Architectural Committee;

Anthony M. Burd
Del Tanner
Lon Franklin

Six (6) months following the sale of the last Lot by Declarant to an Owner, the Board of Directors or any other Class A members shall be appointed as the Architectural Committee as so determined by the majority vote of the Members of the Association at a duly called meeting for this purpose.

4.2 Appointment and Removal. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Any member of the committee who fails to attend three (3) consecutive meetings of the Committee may be removed by the unanimous vote of the remaining members and his vacancy shall be filled as aforesaid. The members shall be appointed for a period of at least one (1) years, or until the appointment of their respective successors. Any new member appointed to fill a vacancy shall serve the remaining term of member who has resigned or been removed. Members who have resigned or been removed may be reappointed.

4.3 Purpose of the Committee. The declared purpose of the Architectural Committee provided for herein is to assure that the character, design, exterior materials, color, roof, proportions, elevations, location and use of each improvement shall be in harmony with its surroundings and not be offensive or aesthetically detrimental to neighboring property. The committee's approval or

disapproval shall be in writing. In the event the Architectural Committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been complied with. Except for judicial construction, the Committee shall have the exclusive right to construe and interpret the provisions of this Declaration and in the absence of any adjudication to the contrary by a court or competent jurisdiction, the Committee's interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property benefited or bound by the provisions hereof.

SECTION 5

FUNDS AND ASSESSMENTS

5.1 Creation of the Lien and Personal Obligations of Assessment. Each Owner, other than the Declarant, is deemed to covenant and agree to promptly pay to the Association all sums contemplated under this Declaration including, without limitation: Annual Assessments, Extraordinary Assessments, Special Assessments and such other Assessments and expenses of the Association as may be incurred, fixed, established or collectable from time to time as provided for within this Declaration or within the Articles and Bylaws of the Association. The Assessments, together with interest, costs, reasonable late fees, and reasonable attorneys fees, shall be a charge on the land and a continuing lien ("Assessment Lien") upon the Lot or Lots against which each such Assessment is made, and shall also be the personal obligation of the person who was the Owner of such Lot or Lots at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall pass to successors in title of the person owning the Lot at the time the Assessment fell due. No Lot shall be sold, transferred or conveyed by any Owner without all Assessments having been paid in full, whether or not an Assessment Lien has been filed or recorded.

5.2 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents of Unit IV and for the improvement, maintenance and replacement of any private facilities, landscaped areas, retention/recreation areas, Tracts A, B, & C, streets, etc., connected with Unit IV which have not been accepted for maintenance by the City of Flagstaff.

5.3 Annual Assessments - Maximum Amounts.

(a) Until the first meeting of the Association to determine the maximum Annual Assessment, the initial Annual Assessment for each Lot conveyed by Declarant to an Owner shall be an amount equal to \$100 for each

Lot, whether improved or unimproved. Such Annual Assessments shall be in addition to other Assessments and fees set by the Board of Directors.

(b) From and after January 1 of the year immediately following the first meeting of the Association to determine the maximum Annual Assessment, the Annual Assessment may be increased each year not more than ten percent (10%) above the maximum Annual Assessment set for the previous year. Said maximum Annual Assessment may be increased above ten percent (10%) by a two-thirds (2/3) vote of the Members or their proxies at a meeting duly called for that purpose.

(c) The Annual Assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot by Declarant to an Owner. The maximum Annual Assessment shall be adjusted according to the number of months remaining in the calendar year, and the Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association stating whether the Assessments on a specified Lot have been paid.

5.4 Extraordinary Assessments. The Association may levy an Extraordinary Assessment against an Owner, and such Owner's Lot, for the following expenses:

(a) Any expenses caused by the misconduct of such Owner;

(b) Any expense incurred by the Association resulting from any Owner's failure to clean up or maintain his Lot and any Improvement thereon in accordance with the terms of this Declaration or any other violation of the provisions of this Declaration;

(c) Any expense incurred by the Association as a result of repairs, maintenance or replacement to the Common Area, irrigation system or to portions of any Lot the Association is obligated to maintain which is caused by the willful or negligent act of an Owner, his family, guests, invitees or animals.

5.5 Special Assessments. In addition to the Annual Assessment authorized herein, the Association may levy, during any assessment year, a Special Assessment for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of any landscaping or other Improvement installed upon the Common Area, provided that such Special Assessment shall have the written consent of no less than two-thirds (2/3) of the votes of the Members voting in person or by proxy at a meeting duly called for that purpose. Said Special Assessment shall be payable over a period not to exceed the next ten (10) succeeding years.

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5.6 Subordination of Assessment Lien. The Assessment Lien shall be subordinate to the lien of any first mortgage held by, or deed of trust of which the beneficiary is a lender who has loaned funds with the Lot as security, or held by the lender's successors and assigns, and shall also be subject and subordinate to lien or taxes and other public charges which by applicable law are expressly made superior. Any sale or transfer of a 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 Assessment Lien with respect to payments which became due prior to such sale or transfer, but any Assessments or other charges against the Lot which accrued prior to such sale or transfer shall remain the obligation of the Owner of the Lot at the time when such Assessments and charges became due and payable. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter become due or from the Assessment Lien thereof.

5.7 Uniform Rate of Assessment. Both Annual and Special Assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly or annual basis as determined by the Board of Directors.

5.8 Delinquency. Any Assessments provided for in this Declaration which are not paid when due shall be delinquent. If any such Assessment is not paid within thirty (30) days after the delinquency date, a late charge of Ten Dollars (\$10.00) per month, or such other amount as the Association shall from time to time determine, shall be levied and the Assessment shall bear interest from the date of delinquency until paid at the rate of fifteen percent (15%) per annum. The Association may, at its option, bring an action at law against an Owner personally obligated to pay the same and/or foreclosure the Assessment lien against the Owner's Lot or Lots in accordance with the then prevailing law of the State of Arizona relating to the foreclosure of liens upon real property. If an action is commenced, there shall be added to the amount of such Assessment the late charge, interest, expenses incurred in connection with collection of the debt secured by the Assessment Lien, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include said late charge, interest, collection costs, reasonable attorneys' fees, and the costs of the action. Each Owner vests in the Association, or its agents, the right and power to bring all actions at law or equity against such Owner for the collection of such delinquent Assessments. Any foreclosure sale of a Lot or Lots authorized pursuant to the then prevailing laws of the State of Arizona, the Association, through its duly authorized agents, shall have the power to bid on such Lot or Lots at the sale, using Association funds or funds borrowed for such purpose, and to acquire and hold, lease mortgage and convey the same.

5.9 Cumulative Remedies. The Assessment Lien and the rights to foreclosure thereunder shall be in addition to and not in substitution for all other

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rights and remedies which the Association and its successors or assigns may have hereunder and by law or equity, including a suit to recover a money judgment for unpaid Assessments, as above provided.

SECTION 6

GENERAL PROVISIONS

6.1 Enforcement. The covenants, conditions, reservations and restrictions may be enforced by the Declarant, and/or the Association and/or any Owner of any Lot. Violation of any one or more of the restrictions may be restrained or enforced by any court of competent jurisdiction and/or damages may be awarded against any such violator. Nothing herein shall be construed as meaning that damages are an adequate remedy where equitable relief is sought. In the event any such person employs an attorney or attorneys to enforce the compliance with or specific performance of the terms and conditions of this Declaration, and prevails in such action, the Owner or Owners against whom the action is brought shall pay all attorneys' fees and costs incurred in connection with such action.

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

6.3 No Legal Opinion. This Declaration affects the rights and obligations of Owners, Members and other parties. All Owners, Members and others, at their own expense, are encouraged to obtain a legal opinion from counsel of their choosing regarding their rights and obligations under this Declaration. Nothing in this Declaration, nor any act or representation of Declarant, the Association and/or its Board or the Architectural Committee, is to be construed to imply that the rights and obligations of Owners, Members or others have been reviewed or examined by legal counsel or to imply that Declarant, the Association or the Committee, or any one or part of them, express in any way a legal opinion of the rights and obligations of any party hereunder.

6.4 Waiver or Abandonment. The waiver of, or failure to enforce any breach or violation or any restrictions herein contained shall not be deemed to be a waiver or abandonment of such restriction, or a waiver of the right to enforce any subsequent breach or violation of such restrictions. The foregoing shall apply regardless of whether any person affected hereby (or having the right to enforce these restrictions) had knowledge of the breach or violation.

6.5 Gender. The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or

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

6.6 Topic Headings. The marginal or topical headings of the paragraphs or sections contained in this Declaration are for convenience only and do not define, limit or construe the contents of the paragraphs or sections of this Declaration.

6.7 Declarant's Right to Amend. Notwithstanding the provisions of Section 2.17 hereof, Declarant, its successors and assigns, hereby reserve the right to amend this Declaration as may be necessary or appropriate in its sole discretion, such right to amend to continue until such time as the Class B membership of Declarant, its successors or assigns, terminates.

6.8 Declarant's Right to Annex. The Project consists of real property that may be developed in one or more separate subdivision. Declarant has recorded the Woodlands Village Unit IV plat with respect to the Project, and if further property is annexed into the Project, additional plats may be recorded by Declarant. Each plat may designate Common Areas to be owned and maintained by the Association and the designation of the Common Areas on the plat(s) shall be binding and conclusive on the Association, Declarant and all Lot Owners. No plat may be amended, revised or replatted or further subdivided without the prior written approval of the Association and the Declarant.

The Project currently consists only of Woodlands Village Unit IV property, but Declarant reserves the right in its sole discretion and without approval, assent or vote of the Association or the Lot Owners, to annex into the Project any property that is part of the property described in Exhibit "A" attached hereto (the "Annexation Property"), upon the following conditions:

(a) Any annexation of the Annexation Property shall be made prior to August 1, 2025.

(b) The annexation of any or all of the Annexation Property shall be accomplished by Declarant or its assignee by recording a Declaration of Annexation covering the applicable portion of the Annexation Property with the County Recorder, Coconino County, Arizona. Each such Declaration of annexation shall incorporate this Declaration by reference and may contain such additions or modifications of this Declaration as may be necessary to reflect the different character, if any, of the property annexed hereto.

(c) Upon the annexation of all or a portion of the Annexation Property as provided above, the annexed property shall be subject to all provisions of this Declaration, without limitation, the provisions regarding Assessments, without the necessity of amending individual Sections hereof.

d. If the Annexation Property is not annexed into the Project within the time period stated in Section 6.8.a above, then the Annexation Property shall be released from this Declaration and all of its restrictions automatically. In addition, Declarant, in its sole discretion, shall have the right to release any Annexation Property which has not been annexed into the Project by recording with the County Recorder, Coconino County, Arizona an instrument releasing such property from this Declaration. Declarant makes no representation or warranty that the Annexation Property will be used in accordance with this Declaration.

IN WITNESS WHEREOF, WVR PARTNERS LIMITED PARTNERSHIP, an Arizona limited partnership, the undersigned, being the Declarant herein, has executed this Declaration this 16 day of July, 1996.

DECLARANT

WVR PARTNERS LIMITED PARTNERSHIP, an Arizona limited partnership

By: AMBRE, Inc., an Arizona corporation,
it's General Partner

By: Anthony M. Burd
Anthony M. Burd, President

State of Arizona)
)ss:
County of Coconino)

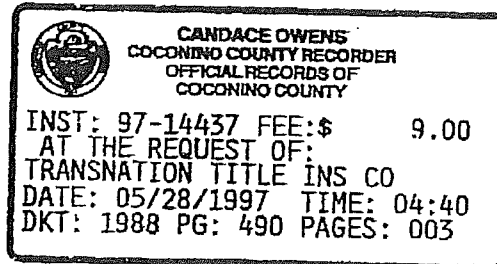
This instrument was acknowledged before me this 16th day of July, 1996, by Anthony M. Burd, president of Ambre, Inc., an Arizona Corporation, as general partner of WVR Partners Limited Partnership, an Arizona limited partnership

My commission expires

Ronda Stump
Notary Public:
OFFICIAL SEAL
RONDA STUMP
NOTARY PUBLIC-STATE OF ARIZONA
COCONINO COUNTY
MY COMMISSION EXPIRES SEPTEMBER 27, 1996

1996-124

TNT plm



AFFIDAVIT OF CORRECTION OF INSTRUMENT

STATE OF ARIZONA)
County of COCONINO)

I, ANTHONY M. BURD, the affiant herein, under oath, depose and say:

1. I am over the age of 18 years and have personal knowledge of the statements contained herein.
2. I am the President of Ambre, Inc., an Arizona corporation, which is the general partner of WVR Partners Limited Partnership (hereafter "WVR").
3. On July 1, 1996, WVR caused to be recorded with the Coconino County Recorder in Docket 1896, pages 106-124, the Declaration of Covenants, Conditions and Restrictions for Woodlands Village Unit IV (hereafter "the Declarations").
4. Woodlands Village Unit IV consists of Lots 1 through 49 of Woodlands Village Unit IV according to Book 6 of Maps 87, 87A and 87B, Official Records of Coconino County, Arizona.

1
1988-490

③


5. That Paragraph 6.8 of the Declaration identifies the Annexation Property as described in Exhibit A.

6. That Exhibit A to the Declaration was inadvertently omitted and was not attached to the Declaration at the time of recording.

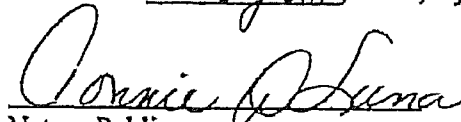
7. Attached hereto is a true and correct copy of the Declaration with Exhibit A attached, defining the Annexation Property.

Further affiant sayeth naught.

DATED: May 28, 1997.


ANTHONY M. BURD, President
Ambre Inc., General Partner of WVR
Partners Limited Partnership

SUBSCRIBED AND SWORN to before me on May 28, 1997, by
ANTHONY M. BURD.


Notary Public

My Commission Expires:



EXHIBIT "A"

PARCEL NO. 1:

The South 90 feet of the West 1025 feet of the Northeast quarter of the Southwest quarter of Section 20, Township 21 North, Range 7 East of the Gila & Salt River Base and Meridian, Coconino County, Arizona.

PARCEL NO. 2:

That portion of the South half of the South half of Section 20, Township 21 North, Range 7 East of the Gila & Salt River Base and Meridian, Coconino County, Arizona, lying West of the Westerly boundaries of WOODLANDS VILLAGE UNIT TWO-REPLAT, recorded in Case 5, Map 34-34A, and WOODLANDS VILLAGE UNIT THREE, recorded in Case 4, Map 131 through 131B, inclusive, records of Coconino County, Arizona;

EXCEPT all uranium, thorium, or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved in Patent from United States of America.


(Affects that part lying within the Southeast quarter of Section 20)

PARCEL NO. 3:

That portion of the North half of Section 29, Township 21 North, Range 7 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, lying North of the North right-of-way line of Interstate Highway 40, as created by instrument recorded in Docket 220, page 565, records of Coconino County, Arizona; and lying West of the Westerly boundary of WOODLANDS VILLAGE UNIT THREE, recorded in Case 4, Maps 131-131B, records of Coconino County, Arizona;

1988-492

1500-053


CANDACE OWENS
 COCONINO COUNTY RECORDER
 OFFICIAL RECORDS OF
 COCONINO COUNTY
 INST: 97-15157 FEE:\$ 7.00
 AT THE REQUEST OF:
 CITY OF FLAGSTAFF
 DATE: 06/03/1997 TIME: 02:22
 DKT: 1990 PG: 769 PAGES: 004

DECLARATION OF ANNEXATION AND
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
WOODLANDS VILLAGE UNIT 5

This Declaration is made this 3rd day of June, 1997, by WVR Partners Limited Partnership (hereafter "Owner"), the owner of all of the following described property, situated in the County of Coconino, State of Arizona, to wit:

Lots 50 through 93 of Woodlands Village Unit 5, according to Case 7 of Maps, Page(s) 29, 29A, Official Records of Coconino County Arizona.

RECITALS

WHEREAS, the Owner on July 17, 1996 caused the Final Plat of Woodland Village, Unit 4, to be recorded in Case 6 of Maps, Pages 87, 87A, and 87B, Official Records of Coconino county Arizona, (hereinafter "Unit IV"); and

WHEREAS, together therewith, the Owner caused the Declaration of Covenants, Conditions and Restrictions for Woodlands Village Unit IV, Lots 1 through 49 to be recorded on July 1, 1996 in Docket 1896, Page 109-124, Official Records of Coconino County, Arizona (hereafter the "Declaration"); and

WHEREAS, pursuant to the Declaration, the Woodlands Village Residential Owners Association, Inc., an Arizona non-profit corporation, was formed to own and maintain the common areas within Unit IV, and to accept the rights and obligations of the Association pursuant to the Declaration; and

WHEREAS, pursuant to Paragraph 6.8 of the Declaration, Owner as Declarant, was given the right to annex additional land into the project by recording additional plats; and

WHEREAS, Owner has caused to be recorded the Final Plat of Woodlands Village Unit 5, in Case 7, of Maps , Page(s) 29, 29A, Official Records of Coconino County, Arizona, (hereafter the "Annexation Property"); and

WHEREAS, the Owner desires to declare the Annexation Property to be annexed into the Project and subject to the Declaration.

NOW, THEREFORE, Owner states:

1. That Lot 50 to Lot 93, inclusive, of Woodlands Village Unit 5 is annexed to the Project currently consisting of Lot 1 to Lot 49, inclusive of Woodlands Village Unit IV;
2. That the Declaration is hereby incorporated by reference and shall be binding upon the Annexation Property;

3. That the Declaration is hereby modified pursuant to Paragraph 6.8(b) to change all references in the Declaration from "Unit IV" to "Unit IV and Unit 5", including but not limited to the following paragraph:

"Section 11 Definitions, Paragraph 1.12, 1.18, 1.21 (Plat shall now refer to the Plat of Unit IV and its recording data on the Plat of Unit 5 and its recording dates; 1.22, 1.25, Section 1 Use Restrictions, Paragraphs 1.3, 2.19, 2.20, 2.22; Section 3 Association 3.2, Section 5 Funds and Assessments, Paragraph 5.2; Section 6 General Provisions, Paragraph 6.8.

4. Paragraph 6.7 of the Declaration is amended to correct the reference from Paragraph 2.17 to Paragraph 2.22

5. This Declaration of Annexation and the covenants incorporated by reference herein shall run with the land and be binding on the undersigned, all of its successors in title, interest or possession. By acceptance of a deed or by acquiring any ownership interest in any of the real property included within this Declaration of Annexation, each person or entity for himself, or itself, their heirs, personal representatives, successors, transferees and assigns, agree to be bound by the terms of this Declaration of Annexation, agree to be bound by the terms of the Declaration, and agree to automatically become a member of the Woodlands Village Residential Owners Association Inc., subject to the rights and obligations set forth

in its Articles of Incorporation, Bylaws and Rules and Regulations, which are incorporated herein by this reference.

DATED: 5/28, 1997.

WVR PARTNERS LIMITED PARTNERSHIP
an Arizona limited partnership

By: **AMBRE INC.**, an Arizona corporation, its
General Partner

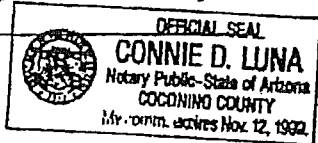
By *Anthony M. Burd*
ANTHONY M. BURD, President

STATE OF ARIZONA)
County of Coconino)

On this 28 day of may, 1997, before me, the undersigned officer,
personally appeared ANTHONY M. BURD, President, being thereunto authorized.

Connie D. Luna
Notary Public

My Commission Expires:





When Recorded Return To:
WVR Partners Limited Partnership
5010 E. Shea Blvd., Suite A102
Scottsdale, Arizona 85254
Attn: Anthony M. Burd

AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
WOODLANDS VILLAGE UNITS IV AND V

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WOODLANDS VILLAGE UNITS IV AND IV is made this 29th day of June, 2000, by WVR Partners Limited Partnership, an Arizona limited partnership ("Declarant"). Declarant hereby amends the Declaration of Covenants, Conditions and Restrictions For Woodlands Village Unit IV dated July 16, 1996, and recorded in the Office of the County Recorder for Coconino County, Arizona, at Docket 1896, Page 109, as corrected by that certain Affidavit of Correction of Instrument dated May 28, 1997 and recorded May 28, 1977 at Docket 1988, Page 490, and as amended by that certain Declaration of Annexation and Covenants, Conditions and Restrictions For Woodlands Village Unit 5 dated June 3, 1997 and recorded June 3, 1977 at Docket 1990, Page 769 (collectively, the "Declaration"), to clarify the ownership of the Common Areas created by the Plat in the event of the dissolution of the Association. Pursuant to Section 6.7 of the Declaration, Declarant hereby amends the Declaration as follows:

1. Amendment. The terms of the Declaration are intended to be modified by the terms hereof. All capitalized terms used herein shall have the same meaning herein as defined in the Declaration unless otherwise defined herein.

2. Ownership and Maintenance of Common Areas. The terms of the Declaration are hereby amended to add the following provisions as Sections 3.3 and 3.4 thereof, immediately following Section 3.2 of the Declaration:

3.3. Association's Ownership of and Responsibility For Common Areas. In the event of the dissolution of the Association, the ownership of and responsibility for the maintenance of the Common Areas of the Project shall be deemed to revert to the Owners of the Lots within the Project, to be owned as undivided interests in the Common Areas allocated equally among the Owners of the Lots. Accordingly, in the event of the dissolution of the Association, the Owner of each Lot shall be deemed to own a percentage interest in the Common Areas, and shall be

responsible for payment of the same percentage of the expenses associated with the maintenance of the Common Areas formerly paid by the Association. Such percentage shall be a fraction, the numerator of which shall be the number one, and the denominator of which shall be the total number of Lots included in the Project.

3.4. City of Flagstaff Enforcement Rights. In the event the detention basin noted as Tract C on the Plat of Unit VI of the Project (the "Basin") is abandoned or falls into disrepair for failure of the Association (or the Owners under the circumstances described in Section 3.3 hereof, as the case may be) to maintain the Basin as required by Section 5.2 hereof, then the City of Flagstaff, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, shall be authorized to enforce the maintenance obligations of the Association (or the Owners, as the case may be) with respect to the Basin in the same manner provided for enforcement of the Declaration set out in Section 6.1 hereof.

3. Confirmation Of Terms. Except as modified herein, the terms of the Declaration are hereby ratified and confirmed. In the event of a conflict between the terms of the Declaration and this Amendment, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment to Declaration of Covenants, Conditions and Restrictions For Woodlands Village Units IV and V on the date first hereinabove set forth.

WVR Partners Limited Partnership,
an Arizona limited partnership
By: Ambre, Inc., an Arizona corporation
Its: General Partner

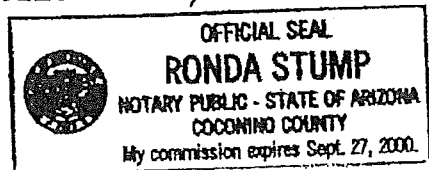
By: *Anthony M. Burd*
Anthony M. Burd, President

STATE OF ARIZONA }
County of Cocouino } ss.

The foregoing instrument was sworn to and acknowledged before me this 27th day of June, 2000, by Anthony M. Burd, the President of Ambre, Inc., an Arizona corporation, the General Partner of WVR Partners Limited Partnership, an Arizona limited partnership, on behalf of the partnership.

My Commission Expires: _____

Ronda Stump
Notary Public





When Recorded Return To:

WVR Partners Limited Partnership
c/o AMBRE, INC.
5010 E. Shea Blvd., Suite A-102
Scottsdale, Arizona 85254

DECLARATION OF ANNEXATION AND
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
WOODLANDS VILLAGE UNIT 6

THIS DECLARATION is made this 29 day of JUNE, 2000, by WVR Partners Limited Partnership, an Arizona limited partnership ("Declarant"), the owner of all of the following described property, situated in the County of Coconino, State of Arizona, to wit:

Lots 94 through 167, inclusive, and Tracts A through E, of Woodlands Village Unit 6, according to Case B of Maps, Page(s) 24, 24A, Official Records of Coconino County, Arizona.

RECITALS

Whereas, Declarant recorded in the Official Records of Coconino County, Arizona, the Declaration of Covenants, Conditions and Restrictions For Woodlands Village Unit IV dated July 16, 1996, recorded at Docket 1896, Page 109, as corrected by that certain Affidavit of Correction of Instrument dated May 28, 1997 and recorded May 28, 1977 at Docket 1988, Page 490, and as amended by that certain Declaration of Annexation and Covenants, Conditions and Restrictions For Woodlands Village Unit 5, dated June 3, 1997, and recorded June 3, 1977 at Docket 1990, Page 769, and as amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions For Woodlands Village Units IV and V, dated June 29, 2000 and recorded July 3, 2000, at Docket 3055, Page 449 (collectively, the "Declaration"); and

Whereas, pursuant to the Declaration, the Woodlands Village Residential Owners Association, Inc., an Arizona non-profit corporation, was formed to own and maintain the common areas within Unit IV, and to accept the rights and obligations of the Association pursuant to the Declaration; and

Whereas, pursuant to Paragraph 6.8 of the Declaration, Declarant was given the right to annex additional land into the Project by recording additional plats and a Declaration of Annexation covering the applicable portion of the Annexation Property; and

Whereas, on July 5, 2000, Declarant caused the Final Plat of Woodlands Village, Unit 6, to be recorded in Case 8 of Maps, Pages 24, 24A, Official Records of Coconino County, Arizona (hereinafter "Unit VI"); and

Whereas, Declarant desires to declare Unit VI to be annexed into the Project and subject to the Declaration.

NOW, THEREFORE, Declarant states as follows:

1. Capitalized terms used in this Declaration of Annexation without definition shall have the meanings given to such terms in the Declaration.

2. Unit VI is annexed into the Project currently consisting of Lots 1 through 93, inclusive, of Woodlands Village Units IV and V.

3. The Declaration is hereby incorporated by reference and shall be binding upon the Unit VI property.

4. The terms of the Declaration are deemed amended so that all references to "Units IV and 5", where such phrase appears shall be deemed to refer instead to "Units IV, V and VI", including but not limited to the following paragraphs:

Section 1 Definitions, Paragraphs 1.12, 1.18, 1.21 (Plat shall now refer to the Plats of Unit IV, V and VI and the recording data for each of said Plats), 1.22, 1.25; Section 2 Use Restrictions, Paragraphs 2.3, 2.19, 2.20, 2.22; Section 3 Association, Paragraph 3.2; Section 5 Funds and Assessments, Paragraph 5.2; Section 6 General Provisions, Paragraph 6.8.

5. This Declaration of Annexation and the covenants incorporated by reference herein shall run with the land and be binding on the undersigned, all of its successors in title, interest or possession. By acceptance of a deed or by acquiring any ownership interest in any of the real property included within this Declaration of Annexation, each person or entity for himself, or itself, their heirs, personal representatives, successors, transferees and assigns, agree to be bound by the terms of this Declaration of Annexation, agree to be bound by the terms of the Declaration, and agree to automatically become a member of the Woodlands Village Residential Owners Association Inc., subject to the rights and obligations set forth in its Articles of



Incorporation, Bylaws and Rules and Regulations, which are incorporated herein by this reference.

6. Except as supplemented and modified herein, the terms of the Declaration are hereby ratified and confirmed, and shall remain in full force and effect.

WVR Partners Limited
Partnership, an Arizona
limited partnership
By: Ambre, Inc., an Arizona
corporation
Its: General Partner

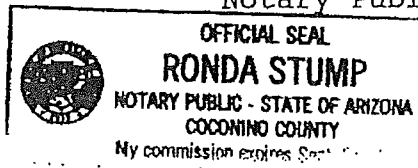
By: *Anthony M. Burd*
Anthony M. Burd
Its: President

STATE OF ARIZONA)
County of Maricopa) ss.
Coconino

The foregoing instrument was sworn to and acknowledged before me this 29th day of JUNE, 2000, by Anthony M. Burd, the President of Ambre, Inc., an Arizona corporation, the General Partner of WVR Partners Limited Partnership, an Arizona limited partnership, on behalf of the partnership.

My Commission Expires:

Ronda Stump
Notary Public





When Recorded Return To:

WVR Partners Limited Partnership
c/o AMBRE, INC.
5010 E. Shea Blvd., Suite A-102
Scottsdale, Arizona 85254

AMENDED AND RESTATED
DECLARATION OF ANNEXATION AND
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
BOULDER POINTE AT WOODLANDS VILLAGE UNIT 6

THIS AMENDED AND RESTATED DECLARATION is made this 21 day of August, 2000, by WVR Partners Limited Partnership, an Arizona limited partnership ("Declarant"), the owner of all of the following described property, situated in the County of Coconino, State of Arizona, to wit:

Lots 94 through 167, inclusive, and Tracts A through E, of Boulder Pointe at Woodlands Village Unit 6, according to Case 8 of Maps, Pages 24 and 24A, Official Records of Coconino County, Arizona.

RECITALS

Whereas, Declarant recorded in the Official Records of Coconino County, Arizona, the Declaration of Covenants, Conditions and Restrictions For Woodlands Village Unit IV dated July 16, 1996, recorded at Docket 1896, Page 109, as corrected by that certain Affidavit of Correction of Instrument dated May 28, 1997 and recorded May 28, 1977 at Docket 1988, Page 490, and as amended by that certain Declaration of Annexation and Covenants, Conditions and Restrictions For Woodlands Village Unit 5, dated June 3, 1997, and recorded June 3, 1977 at Docket 1990, Page 769, and as amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions For Woodlands Village Units IV and V, dated June 29, 2000 and recorded July 3, 2000, at Instrument No. 3055449 (collectively, the "Declaration"); and

Whereas, pursuant to the Declaration, the Woodlands Village Residential Owners Association, Inc., an Arizona non-profit corporation, was formed to own and maintain the common areas within Unit IV, and to accept the rights and obligations of the Association pursuant to the Declaration; and

Whereas, pursuant to Paragraph 6.8 of the Declaration, Declarant was given the right to annex additional land into the Project by recording additional plats and a Declaration of Annexation covering the applicable portion of the Annexation Property; and

Whereas, on July 5, 2000, Declarant caused the Final Plat of Boulder Pointe at Woodlands Village, Unit 6, to be recorded in Case _____ of Maps, Pages 24 and 24A, Official Records of Coconino County, Arizona (hereinafter "Unit 6"); and

Whereas, on July 6, 2000, Declarant caused a Declaration of Annexation and Covenants, Conditions and Restrictions for Woodlands Village Unit 6 to be recorded at Instrument No. 3055857 (the "Original Unit 6 Declaration"); and

Whereas, in order to correct certain inadequacies in the Original Unit 6 Declaration, Declarant desires to revoke the Original Unit 6 Declaration and restate it as provided herein; and

Whereas, Declarant desires to declare Unit 6 to be annexed into the Project and subject to the Declaration.

NOW, THEREFORE, Declarant states as follows:

1. Capitalized terms used in this Declaration of Annexation without definition shall have the meanings given to such terms in the Declaration.

2. The Original Unit 6 Declaration is hereby revoked in its entirety, and this Amended and Restated Declaration is substituted in lieu thereof.

3. Unit 6 is annexed into the Project currently consisting of Lots 1 through 93, inclusive, of Woodlands Village Units IV and V.

4. The Declaration is hereby incorporated by reference and shall be binding upon the Unit 6 property.

5. The terms of the Declaration are deemed amended so that all references to "Units IV and 5" or "Units IV and V", where such phrases appear shall be deemed to refer instead to "Units IV, 5 and 6", including but not limited to the following paragraphs:

Section 1 Definitions, Paragraphs 1.12, 1.18, 1.21 (Plat shall now refer to the Plats of Unit IV, V and VI and the recording data for each of said Plats), 1.22, 1.25; Section 2 Use Restrictions, Paragraphs 2.3, 2.19, 2.20, 2.22; Section 3 Association, Paragraph 3.2; Section 5 Funds and Assessments, Paragraph 5.2; Section 6 General Provisions, Paragraph 6.8.



When Recorded Return To:

WVR Partners Limited Partnership
c/o AMBRE, INC.
5010 E. Shea Blvd., Suite A-102
Scottsdale, Arizona 85254

DECLARATION OF ANNEXATION FOR TOWNHOMES
AT BOULDER POINTE UNIT 1 AND THE ENCLAVE UNIT 1 AT
BOULDER POINTE AT WOODLANDS VILLAGE UNIT 1
AND
AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
WOODLANDS VILLAGE UNITS IV, V AND 6

THIS DECLARATION is made this 20th day of February, 2001,
by WVR Partners Limited Partnership, an Arizona limited partnership
("Declarant"), the owner of all of the property situated in the
County of Coconino, State of Arizona, described on Exhibit "A"
attached hereto and incorporated herein by reference (the
"Declarant's Property"), and Marc Archer, a single man ("Archer"),
the owner of all of the property situated in the County of
Coconino, State of Arizona, described on Exhibit "B" attached
hereto and incorporated herein by reference (the "Archer
Property").

RECITALS

Whereas, Declarant recorded in the Official Records of
Coconino County, Arizona, the Declaration of Covenants, Conditions
and Restrictions For Woodlands Village Unit IV dated July 16, 1996,
recorded at Docket 1896, Page 109, as corrected by that certain
Affidavit of Correction of Instrument dated May 28, 1997 and
recorded May 28, 1977 at Docket 1988, Page 490, and as amended by
that certain Declaration of Annexation and Covenants, Conditions
and Restrictions For Woodlands Village Unit 5, dated June 3, 1997,
and recorded June 3, 1997 at Docket 1990, Page 769, and as amended
by that certain Amendment to Declaration of Covenants, Conditions
and Restrictions For Woodlands Village Units IV and V, dated June
29, 2000 and recorded July 3, 2000, at Instrument No. 3055449, and
as amended by that certain Declaration of Annexation And Covenants,
Conditions and Restrictions For Woodlands Village Unit 6, dated
July 6, 2000 and recorded July 6, 2000, at Instrument No. 3055857,
and as amended by that certain Amended and Restated Declaration of
Annexation And Covenants, Conditions and Restrictions For Woodlands
Village Unit 6, recorded August 23, 2000, at Instrument No. 3061451
(collectively, the "Declaration"); and

Whereas, pursuant to the Declaration, the Woodlands Village Residential Owners Association, Inc., an Arizona non-profit corporation, was formed to own and maintain the common areas within Unit IV, and to accept the rights and obligations of the Association pursuant to the Declaration; and

Whereas, Archer caused the Final Plat of Townhomes At Boulder Pointe Unit 1, to be recorded in Case 8 of Maps, Pages 38 and 38A, Official Records of Coconino County, Arizona (hereinafter "The Townhomes"); and

Whereas, Archer caused the Final Plat of The Enclave Unit 1, to be recorded in Case 8 of Maps, Pages 37 and 37A, Official Records of Coconino County, Arizona (hereinafter "The Enclave"); and

Whereas, property included in the plats of The Enclave and The Townhomes is a portion of the Annexation Property, as defined in the Declaration; and

Whereas, Archer caused the Declaration of Covenants, Conditions and Restrictions For The Enclave to be recorded on December 21, 2000 at Instrument 3075336, Official Records of Coconino County, Arizona (hereinafter the "Declaration for The Enclave"); and

Whereas, Archer caused the Declaration of Covenants, Conditions and Restrictions For The Townhomes At Boulder Point to be recorded on December 21, 2000 at Instrument 3075337, Official Records of Coconino County, Arizona (hereinafter the "Declaration for The Townhomes"); and

Whereas, pursuant to Paragraph 6.7 of the Declaration, Declarant was given the right to amend the Declaration by recording an amendment thereto; and

Whereas, pursuant to Paragraph 6.8 of the Declaration, Declarant was given the right to annex additional land into the Project by recording additional plats and a Declaration of Annexation covering the applicable portion of the Annexation Property; and

Whereas, Declarant and Archer desire to declare the Townhomes and the Enclave to be annexed into the Project and subject to the Declaration.

NOW, THEREFORE, Declarant and Archer state as follows:

1. Capitalized terms used in this Declaration of Annexation without definition shall have the meanings given to such terms in the Declaration.



2. The property in the plats of The Townhomes and The Enclave is annexed into the Project, which Project currently consists of Lots 1 through 93, inclusive, of Woodlands Village Units IV and V, and Lots 94 through 167, inclusive, and Tracts A through E, of Boulder Pointe at Woodlands Village Unit 6, according to Case 8 of Maps, Pages 24 and 24A, Official Records of Coconino County, Arizona.

3. The Declaration as amended is hereby incorporated by reference and shall be binding upon the Townhomes and the Enclave property.

4. The terms of the Declaration are hereby amended to delete Section 1.18 in its entirety and substitute the following in lieu thereof:

1.18 "Lot" shall mean any individual lot according to the recorded plats of all portions of the Project, including the plats of Woodlands Village Unit IV, Woodlands Village Unit V, Woodlands Village Unit 6, The Townhomes and The Enclave. All the Lots within the plats of Woodlands Village Unit IV, Woodlands Village Unit V, and Woodlands Village Unit 6 shall be referred to herein as the "Class A Lots", or individually as a "Class A Lot". All the Lots within the plats of the Townhomes at Boulder Pointe Unit 1 and The Enclave Unit 1 shall be referred to herein as the "Class B Lots", or individually as a "Class B Lot". The total of the Class A Lots and the Class B Lots are collectively referred to herein as "the Lots".

5. The terms of the Declaration are hereby amended to delete Section 3.2 in its entirety and substitute the following in lieu thereof:

3.2 Membership and Voting Rights. Every Owner of a Lot shall be a Member of the Association, such membership shall be appurtenant to and may not be separated from ownership of any Lot. There shall be three classes of membership:

Class A. Class A Members shall be all the owners of Class A Lots except the Declarant and the Class B Members. The Class A Members shall be entitled to one (1) vote for each Class A Lot owned by such Class A Member. When more than one (1) person holds an interest in any Class A Lot, all such persons shall be Class A Members. The vote for any such Class A Lot shall be exercised as they among themselves determine, but in no



event shall more than one (1) vote be cast with respect to any Class A Lot.

Class B. Class B Members shall be all owners of Class B Lots. The Class B Members shall be entitled to one-half (1/2) vote for each Class B Lot owned by such Class B Member. When more than one (1) person holds an interest in any Class B Lot, all such persons shall be Class B Members up to a maximum of three (3) persons. The vote for any such Class B Lot shall be exercised as the owners thereof among themselves determine, but in no event shall more than one-half (1/2) vote be cast with respect to any Class B Lot.

Class C. The Class C Member shall be the Declarant and the Declarant shall be entitled to three (3) votes for each Class A Lot owned by Declarant. The Class C membership shall cease, to be converted to Class A membership, when the total votes outstanding in the Class A and B memberships equals or exceeds the number of votes outstanding in the Class C membership.

Each Member shall have such other rights, duties and obligations as set forth in the Articles and Bylaws of the Association as they may be amended from time to time. The membership of each Owner shall be appurtenant to the Lot and shall not be assigned, transferred, pledged, conveyed or alienated in any way except upon transfer of ownership to the Lot and then only to the transferee of ownership to such Lot and any attempt to make a prohibited transfer shall be void.

The affairs of the Association shall be conducted by a Board of not less than three (3) nor more than nine (9) Directors with the assistance of such officers designated in the Articles and Bylaws. So long as there is a Class C membership:

(a) The Board of Directors shall be appointed by the Architectural Committee;

(b) The officers shall be appointed by the Directors; and

(c) Persons other than Owners may serve as officers and directors.



When Class C membership ceases to exist, the officers and directors shall be designated as provided for in the Articles and Bylaws.

6. The terms of the Declaration are deemed amended so that all references to "Units IV and 5" or "Units IV and V" or "Units IV, 5 and 6", where such phrases appear shall be deemed to refer instead to "Units IV, 5, 6, the Townhomes and the Enclave".

7. The terms of the Declaration are deemed amended so that all references to the "Class B membership" or the "Class B member", where such phrases appear shall be deemed to refer instead to the "Class C membership" or the "Class C member".

8. The tract(s) in the Townhomes and the Enclave portions of the Project designated as open space or a Resource Protected Area shall be deemed available to all Members of the Association, for their use and enjoyment. However, the tract(s) in the Townhomes and the Enclave portions of the Project designated as other types of common area to be owned by the sub-associations formed pursuant to the Declaration for The Townhomes and the Declaration for The Enclave shall not be available for the use and enjoyment of the Class A Members or Class C member of the Association.

9. This Declaration of Annexation and Amendment, and the covenants incorporated by reference herein, shall run with the land and be binding on the undersigned, all of its successors in title, interest or possession. By acceptance of a deed or by acquiring any ownership interest in any of the real property included within this Declaration of Annexation and Amendment, each person or entity for himself, or itself, their heirs, personal representatives, successors, transferees and assigns, agree to be bound by the terms of this Declaration of Annexation and Amendment, agree to be bound by the terms of the Declaration as amended, and agree to automatically become a member of the Woodlands Village Residential Owners Association Inc., subject to the rights and obligations set forth in its Articles of Incorporation, Bylaws and Rules and Regulations, which are incorporated herein by this reference.


10. Except as supplemented and modified herein, the terms of the Declaration are hereby ratified and confirmed, and shall remain in full force and effect.

IN WITNESS WHEREOF, WVR PARTNERS LIMITED PARTNERSHIP, an Arizona limited partnership, and MARC ARCHER, a single man, have executed this DECLARATION OF ANNEXATION FOR TOWNHOMES AT BOULDER POINTE UNIT 1 AND THE ENCLAVE UNIT 1 AT BOULDER POINTE AT WOODLANDS VILLAGE UNIT 1 AND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WOODLANDS VILLAGE UNITS IV, V AND 6 as of this ___ day of _____, 2001.




MARC ARCHER

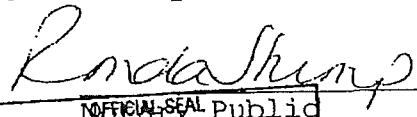
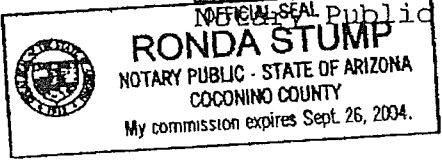
WVR Partners Limited
Partnership, an Arizona
limited partnership
By: Ambre, Inc., an Arizona
corporation
Its: General Partner

By: 
Anthony M. Burd
Its: President

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was sworn to and acknowledged before me this 20th day of February, 2001, by Anthony M. Burd, the President of Ambre, Inc., an Arizona corporation, the General Partner of WVR Partners Limited Partnership, an Arizona limited partnership, on behalf of the partnership.

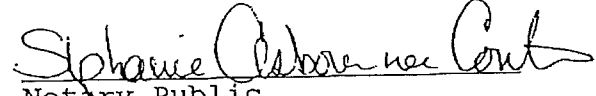
My Commission Expires:



OFFICIAL SEAL Public
RONDA STUMP
NOTARY PUBLIC - STATE OF ARIZONA
COCONINO COUNTY
My commission expires Sept. 26, 2004.

STATE OF ARIZONA)
) ss.
County of Coconino)
~~Maricopa~~

The foregoing instrument was sworn to and acknowledged before me this 20th day of February, 2001, by Marc Archer.

My Commission Expires:


Notary Public


OFFICIAL SEAL
STEPHANIE CONTRERAS
NOTARY PUBLIC - STATE OF ARIZONA
COCONINO COUNTY
My commission expires Dec 11, 2001.



EXHIBIT "A"

THE DECLARANT'S PROPERTY

Lots 1 through 93, inclusive, of Woodlands Village Units IV and V, according to the plats recorded at Case 6 of Maps, Pages 87, 87A and 87B, and at Case 7, Pages 29 and 29A, and Lots 94 through 167, inclusive, and Tracts A through E, of Boulder Pointe at Woodlands Village Unit 6, according to Case 8 of Maps, Pages 24 and 24A, Official Records of Coconino County, Arizona.



EXHIBIT "B"

THE ARCHER PROPERTY

Lots 1 through 50, inclusive, and Tract A, TOWNHOMES AT BOULDER POINTE
UNIT 1, according to Case 8, Maps 38-38A, records of Coconino County, Arizona;

AND

Lots 1 through 20, inclusive, and Tract A, THE ENCLAVE UNIT 1, according to Case 8,
Maps 37-37A, records of Coconino County, Arizona.





When Recorded Return To:

WVR Partners Limited Partnership
c/o AMBRE, INC.
5010 E. Shea Blvd., Suite A-102
Scottsdale, Arizona 85254

DECLARATION OF ANNEXATION AND AMENDMENT TO
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
BOULDER POINTE AT WOODLANDS VILLAGE UNIT 7

THIS DECLARATION OF ANNEXATION is made this 6th day of ~~May~~ ^{June}, 2001,
by WVR Partners Limited Partnership, an Arizona limited partnership
("Declarant"), the owner of all of the following described property,
situated in the County of Coconino, State of Arizona, to wit:

Lots 168 through 214, inclusive, and Tracts A through
C, of Boulder Pointe at Woodlands Village Unit 7, according
to Case 8 of Maps, Pages 59 and 529, Official Records of
Coconino County, Arizona (hereinafter "Unit 7").

RECITALS

Whereas, Declarant recorded in the Official Records of Coconino
County, Arizona, the Declaration of Covenants, Conditions and
Restrictions For Woodlands Village Unit IV dated July 16, 1996, recorded
at Docket 1896, Page 109, as corrected by that certain Affidavit of
Correction of Instrument dated May 28, 1997 and recorded May 28, 1977 at
Docket 1988, Page 490, and as amended by that certain Declaration of
Annexation and Covenants, Conditions and Restrictions For Woodlands
Village Unit 5, dated June 3, 1997, and recorded June 3, 1977 at Docket
1990, Page 769, and as amended by that certain Amendment to Declaration
of Covenants, Conditions and Restrictions For Woodlands Village Units IV
and V, dated June 29, 2000 and recorded July 3, 2000, at Instrument No.
3055449, and as amended by that certain Declaration of Annexation And
Covenants, Conditions and Restrictions For Woodlands Village Unit 6,
dated July 6, 2000 and recorded July 6, 2000, at Instrument No. 3055857,
and as amended by that certain Amended and Restated Declaration of
Annexation And Covenants, Conditions and Restrictions For Woodlands
Village Unit 6, recorded August 23, 2000, at Instrument No. 3061451, and
as amended by that certain Declaration Of Annexation For Townhomes At
Boulder Pointe Unit 1 And The Enclave Unit 1 At Boulder Pointe At
Woodlands Village Unit 1 And Amendment To Declaration of Covenants,
Conditions and Restrictions For Woodlands Village Units IV, V And 6, and
recorded February 20, 2001, at Instrument No. 3081522 (collectively, the
"Declaration"); and

Whereas, pursuant to the Declaration, the Woodlands Village Residential Owners Association, Inc., an Arizona non-profit corporation, was formed to own and maintain the common areas within Unit IV, 5, 6, the Townhomes and the Enclave, and to accept the rights and obligations of the Association pursuant to the Declaration; and

Whereas, pursuant to Paragraph 6.8 of the Declaration, Declarant was given the right to annex additional land into the Project by recording additional plats and a Declaration of Annexation covering the applicable portion of the Annexation Property; and

Whereas, on June 6, 2001, Declarant caused the Final Plat of Boulder Pointe at Woodlands Village, Unit 7, to be recorded in Case ___ of Maps, Pages ___ and ___, Official Records of Coconino County, Arizona; and

Whereas, Declarant desires to declare Unit 7 to be annexed into the Project and subject to the Declaration.

NOW, THEREFORE, Declarant states as follows:

1. Capitalized terms used in this Declaration of Annexation without definition shall have the meanings given to such terms in the Declaration.

2. Unit 7 is annexed into the Project currently consisting of Lots 1 through 167, inclusive, and all Tracts of Woodlands Village Units IV, 5 and 6, and the Lots and Tracts included in the plats of the Townhomes at Boulder Pointe Unit 1 and the Enclave Unit 1 recorded at Case 8 of Maps, Pages 37, 37A, 38 and 38A, Official Records of Coconino County, Arizona. The Declaration is hereby incorporated by reference and shall be binding upon the Unit 7 property.

3. The terms of the Declaration are deemed amended so that all references to "Units IV, 5, 6, the Townhomes and the Enclave", where such phrases appear shall be deemed to refer instead to "Units IV, 5, 6 and 7, the Townhomes and the Enclave ", including but not limited to the following paragraphs:

Section 1 Definitions, Paragraphs 1.12, 1.18, 1.21 (Plat shall now refer to the Plats of Unit IV, V and VI and the recording data for each of said Plats), 1.22, 1.25; Section 2 Use Restrictions, Paragraphs 2.3, 2.19, 2.20, 2.22; Section 3 Association, Paragraph 3.2; Section 5 Funds and Assessments, Paragraph 5.2; Section 6 General Provisions, Paragraph 6.8.

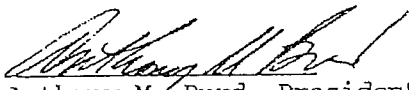
4. This Declaration of Annexation and the covenants incorporated by reference herein shall run with the Unit 7 land and be binding on the undersigned, all of its successors in title, interest or possession. By acceptance of a deed or by acquiring any ownership interest in any of the real property included within this Declaration of Annexation, each

person or entity for himself, or itself, their heirs, personal representatives, successors, transferees and assigns, agree to be bound by the terms of this Declaration of Annexation, agree to be bound by the terms of the Declaration, and agree to automatically become a member of the Woodlands Village Residential Owners Association Inc., subject to the rights and obligations set forth in its Articles of Incorporation, Bylaws and Rules and Regulations, which are incorporated herein by this reference.

5. Except as supplemented and modified herein, the terms of the Declaration are hereby ratified and confirmed, and shall remain in full force and effect.

IN WITNESS WHEREOF, WVR PARTNERS LIMITED PARTNERSHIP, an Arizona limited partnership, has executed this DECLARATION OF ANNEXATION AND COVENANTS, CONDITIONS AND RESTRICTION FOR BOULDER POINTE AT WOODLANDS VILLAGE UNIT 7 as of this ___ day of May, 2001.

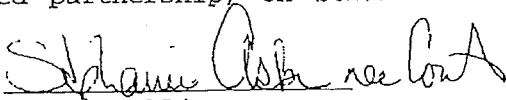
WVR Partners Limited Partnership, an Arizona limited partnership
By: Ambre, Inc., an Arizona corporation
Its: General Partner

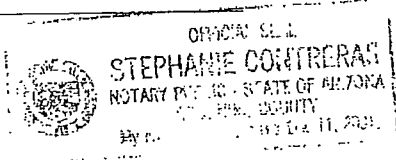
By: 
Anthony M. Burd, President

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was sworn to and acknowledged before me this 31 day of May, 2001, by Anthony M. Burd, the President of Ambre, Inc., an Arizona corporation, the General Partner of WVR Partners Limited Partnership, an Arizona limited partnership, on behalf of the partnership.

My Commission Expires:


Notary Public



When Recorded Return To:



3134139
Page: 1 of 3
SR

WVR Partners Limited Partnership
c/o AMBRE, Inc.
5010 East Shea Boulevard, Suite A102
Scottsdale, Arizona 85254

DECLARATION OF ANNEXATION AND AMENDMENT TO COVENANTS,
CONDITIONS AND RESTRICTIONS FOR BOULDER POINTE AT WOODLANDS
VILLAGE UNIT 8

THIS DECLARATION OF ANNEXATION is made this 26 day of March, 2002, by WVR Partners Limited Partnership, an Arizona limited partnership ("Declarant"), the Owner of all the following described property, situated in the County of Coconino, State of Arizona, to wit:

Lots 215 through 273, inclusive, and Tracts A through G inclusive, of Boulder Pointe at Woodlands Village Unit 8, according to Case 8 of Maps, Pages 70+70A, Official Records of Coconino County, Arizona (hereinafter "Unit 8").

RECITALS

Whereas, Declarant recorded in the Official Records of Coconino County, Arizona, the Declaration of Covenants, Conditions and Restrictions For Woodlands Village Unit IV dated July 16, 1996, recorded at Docket 1896, Page 109, as corrected by that certain Affidavit of Correction of Instrument dated May 28, 1997 and recorded at Docket 1988, Page 490, and as amended by that certain Declaration of Annexation and Covenants, Conditions and Restrictions For Woodlands Village Unit 5, dated June 3, 1997 and recorded at Docket 1990, Page 769, and as amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions For Woodlands Village Units IV and V, dated June 29, 2000 and recorded at Instrument No. 3055449, and as amended by that certain Declaration of Annexation and Covenants, Conditions and Restrictions For Woodlands Village Unit 6, dated July 6, 2000 and recorded at Instrument No. 3055857, and as amended by that certain Amended and Restated Declaration of Annexation and Covenants, Conditions and Restrictions for Woodlands Village Unit 6, recorded August 23, 2000, at Instrument No. 3061451, and as amended by that certain Declaration of Annexation For Townhomes At Boulder Pointe Unit 1 And The Enclave Unit 1 At Boulder Pointe At Woodlands Village Unit 1 And Amendment To Declaration of Covenants, Conditions and Restrictions For Boulder Pointe At Woodlands Village Units IV, V and 6, recorded February 20, 2001 at Instrument No. 3081522, and as amended by that certain Declaration Of Annexation And Amendment To Covenants, Conditions And Restrictions For Boulder Pointe AT Woodlands Village, recorded June 6, 2001 at Instrument No. 3094121, (collectively, the "Declaration"); and

Whereas, pursuant to the Declaration, the Woodlands Village Residential Owners Association, Inc., an Arizona non-profit corporation, was formed to own and maintain the common areas within Unit IV, 5, 6, 7 the Townhomes and the Enclave, and to accept the rights and obligations of the Association pursuant to the Declaration; and

Whereas pursuant to Paragraph 6.8 of the Declaration, Declarant was given the right to annex additional land into the Project by recording additional plats and a Declaration of Annexation covering the applicable portion of the Annexation Property; and

Whereas, on March _____, 2002, Declarant caused the Final Plat of Boulder Pointe at Woodlands Village Unit 8 to be recorded in Case _____, Pages _____, Official Records of Coconino County, Arizona; and

Whereas, Declarant desires to declare Unit 8 to be annexed into the Project and subject to the Declaration.

NOW, THEREFORE, Declarant states as follows:

1. Capitalized terms used in this Declaration of Annexation without definition shall have the meanings given to such terms in the Declaration.

2. Unit 8 is annexed into the Project currently consisting of Lots 1 though 214, inclusive, and all Tracts of Woodlands Village Units IV, 5, 6, and 7, and the Lots and Tracts included in the plats of the Townhomes at Boulder Pointe Unit 1 and the Enclave Unit 1 recorded at Case 8 of Maps, Pages 37, 37A, 38 and 38A, Official Records of Coconino County, Arizona. The Declaration is hereby incorporated by reference and shall be binding upon the Unit 8 property.

3. The terms of the Declaration are deemed amended so that all references to "Units IV, 5, 6, 7 and the Townhomes and the Enclave", where such phrases appear shall be deemed to refer instead to "Units IV, 5, 6, 7 and 8, the Townhomes and the Enclave.

4. This Declaration of Annexation and the covenants incorporated by reference herein shall run with the Unit 8 land and be binding on the undersigned, all of its successors in title, interest or possession. By acceptance of a deed or by acquiring any ownership interest in any of the real property included within this Declaration of Annexation, each person or entity for himself, or itself, their heirs, personal representatives, successors, transferees and assigns, agree to be bound by the terms of this Declaration of Annexation, agree to be bound by the terms of the Declaration, and agree to automatically become a member of the Woodlands Village Residential Owners Association Inc., subject to the rights and obligations set forth in its Articles of Incorporation, Bylaws and Rules and Regulations, which are incorporated herein by this reference.



3134139
Page: 2 of 3
SR

5. Except as supplemented and modified herein, the terms of the Declaration are hereby ratified and confirmed, and shall remain in full force and effect.

IN WITNESS WHEREOF, WVR PARTNERS LIMITED PARTNERSHIP, an Arizona limited partnership, has executed this DECLARATION OF ANNEXATION AND COVENANTS, CONDITIONS AND RESTRICTION FOR BOULDER POINTE AT WOODLANDS VILLAGE UNIT 8 as of this 26 day of March, 2002.

WVR Partners Limited Partnership, an Arizona limited Partnership
By: AMBRE, Inc., an Arizona corporation
Its: General Partner


By: [Signature]
Anthony M. Burd, President

STATE OF ARIZONA)
) ss.
County of ~~Maricopa~~ Coconino

The foregoing instrument was sworn to and acknowledged before me this ___ day of March, 2002, by Anthony M. Burd, the President of AMBRE, Inc., an Arizona corporation, the General Partner of WVR Partners Limited Partnership, an Arizona limited partnership, on behalf of the partnership.

[Signature]
Notary Public

My Commission Expires:
May 12, 2003

 Notary Public State of Arizona
Coconino County
Mary Jo Sterling
Expires May 12, 2003

When Recorded Return To:



WVR Partners Limited Partnership
c/o AMBRE, Inc.
5010 East Shea Boulevard, Suite A102
Scottsdale, Arizona 85254

DECLARATION OF ANNEXATION AND AMENDMENT TO COVENANTS,
CONDITIONS AND RESTRICTIONS FOR BOULDER POINTE AT WOODLANDS
VILLAGE UNIT 9

THIS DECLARATION OF ANNEXATION is made this 1 day of April, 2002, by WVR Partners Limited Partnership, an Arizona limited partnership ("Declarant"), the Owner of all the following described property, situated in the County of Coconino, State of Arizona, to wit:

Lots 274 through 320, inclusive, and Tracts A and B inclusive, of Boulder Pointe at Woodlands Village Unit 9, according to Case 8 of Maps, Pages 72 & 72 A, Official Records of Coconino County, Arizona (hereinafter "Unit 9").

RECITALS

Whereas, Declarant recorded in the Official Records of Coconino County, Arizona, the Declaration of Covenants, Conditions and Restrictions For Woodlands Village Unit IV dated July 16, 1996, recorded at Docket 1896, Page 109, as corrected by that certain Affidavit of Correction of Instrument dated May 28, 1997 and recorded at Docket 1988, Page 490, and as amended by that certain Declaration of Annexation and Covenants, Conditions and Restrictions For Woodlands Village Unit 5, dated June 3, 1997 and recorded at Docket 1990, Page 769, and as amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions For Woodlands Village Units IV and V, dated June 29, 2000 and recorded at Instrument No. 3055449, and as amended by that certain Declaration of Annexation and Covenants, Conditions and Restrictions For Woodlands Village Unit 6, dated July 6, 2000 and recorded at Instrument No. 3055857, and as amended by that certain Amended and Restated Declaration of Annexation and Covenants, Conditions and Restrictions for Woodlands Village Unit 6, recorded August 23, 2000, at Instrument No. 3061451, and as amended by that certain Declaration of Annexation For Townhomes At Boulder Pointe Unit 1 And The Enclave Unit 1 At Boulder Pointe At Woodlands Village Unit 1 And Amendment To Declaration of Covenants, Conditions and Restrictions For Boulder Pointe At Woodlands Village Units IV, V and 6, recorded February 20, 2001 at Instrument No. 3081522, and as amended by that certain Declaration Of Annexation And Amendment To Covenants, Conditions And Restrictions For Boulder Pointe AT Woodlands Village, recorded June 6, 2001 at Instrument No. 3094121, and as amended by that certain Declaration Of

Annexation And Amendment To Covenants, Conditions And Restrictions For Boulder Pointe At Woodlands Village Unit 8, recorded March 15, 2002 at Instrument No. 3132317 (collectively, the "Declaration"); and

Whereas, pursuant to the Declaration, the Woodlands Village Residential Owners Association, Inc., an Arizona non-profit corporation, was formed to own and maintain the common areas within Unit IV, 5, 6, 7, 8, the Townhomes and the Enclave, and to accept the rights and obligations of the Association pursuant to the Declaration; and

Whereas pursuant to Paragraph 6.8 of the Declaration, Declarant was given the right to annex additional land into the Project by recording additional plats and a Declaration of Annexation covering the applicable portion of the Annexation Property; and

Whereas, on April 8, 2002, Declarant caused the Final Plat of Boulder Pointe at Woodlands Village Unit 9 to be recorded in Case 8, Pages 72 & 72A, Official Records of Coconino County, Arizona; and

Whereas, Declarant desires to declare Unit 9 to be annexed into the Project and subject to the Declaration.

NOW, THEREFORE, Declarant states as follows:

1. Capitalized terms used in this Declaration of Annexation without definition shall have the meanings given to such terms in the Declaration.

2. Unit 9 is annexed into the Project currently consisting of Lots 1 though 273, inclusive, and all Tracts of Woodlands Village Units IV, 5, 6, and 7, 8, and the Lots and Tracts included in the plats of the Townhomes at Boulder Pointe Unit 1 and the Enclave Unit 1 recorded at Case 8 of Maps, Pages 37, 37A, 38 and 38A, Official Records of Coconino County, Arizona. The Declaration is hereby incorporated by reference and shall be binding upon the Unit 9 property.

3. The terms of the Declaration are deemed amended so that all references to "Units IV, 5, 6, 7, 8 and the Townhomes and the Enclave", where such phrases appear shall be deemed to refer instead to "Units IV, 5, 6, 7, 8 and 9, the Townhomes and the Enclave.

4. This Declaration of Annexation and the covenants incorporated by reference herein shall run with the Unit 9 land and be binding on the undersigned, all of its successors in title, interest or possession. By acceptance of a deed or by acquiring any ownership interest in any of the real property included within this Declaration of Annexation, each person or entity for himself, or itself, their heirs, personal representatives, successors, transferees and assigns, agree to be bound by the terms of this Declaration of Annexation, agree to be bound by the terms of the Declaration, and agree to automatically become a member of the Woodlands Village Residential Owners



Association Inc., subject to the rights and obligations set forth in its Articles of Incorporation, Bylaws and Rules and Regulations, which are incorporated herein by this reference.

5. Except as supplemented and modified herein, the terms of the Declaration are hereby ratified and confirmed, and shall remain in full force and effect.

IN WITNESS WHEREOF, WVR PARTNERS LIMITED PARTNERSHIP, an Arizona limited partnership, has executed this DECLARATION OF ANNEXATION AND COVENANTS, CONDITIONS AND RESTRICTION FOR BOULDER POINTE AT WOODLANDS VILLAGE UNIT 9 as of this ___ day of April, 2002.

WVR Partners Limited Partnership, an Arizona limited Partnership
By: AMBRE, Inc., an Arizona corporation
Its: General Partner

By: *Anthony M. Burd*
Anthony M. Burd, President

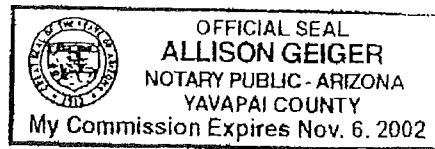
STATE OF ARIZONA)
) ss.
County of ~~Maricopa~~)
 Yavapai

The foregoing instrument was sworn to and acknowledged before me this 1st day of April, 2002, by Anthony M. Burd, the President of AMBRE, Inc., an Arizona corporation, the General Partner of WVR Partners Limited Partnership, an Arizona limited partnership, on behalf of the partnership.

Allison Geiger
Notary Public

My Commission Expires:

06 Nov 02



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04/26/2002 08:11A



3138701
Page: 1 of 1
CO

Mogollon
ENGINEERING &
SURVEYING
Kent Hotzenpiller, P.L.S.
Rob Bagley, P.E.
Michael Bostel, Ed.T.

AFFIDAVIT OF CORRECTION

The following correction is hereby made to the Final Plat of BOULDER
POINTE at WOODLANDS VILLAGE UNIT EIGHT, Case 8:Map 70,
Coconino County Records:

ROCKY ROAD IS CORRECTED TO ROCKY DRIVE

