DECLARATION O F RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS: Trust No. 3678N

That Phoenix Title and Trust Company, an Arizona corporation, as Trustee, being the owner of all of the following described premises, situate within the county of Navajo, State of Arizona, to-wit:

Lots 1 to 29, inclusive, BUCKSKIN ARTISTS COMMUNITY, according to the plat of record in the office of the County Recorder of Navajo County, Arizona in Book 6 of Plats, Page 2 thereof;

And desiring to establish the nature of the use and enjoyment thereof, does hereby declare said premises subject to the following express covenants, stipulations, and restrictions as to the use and, enjoyment thereof, all of which are to be construed as restrictive covenants running with the title to said premises and with each and every part and parcel thereof, to-wit:

1. All of said lots in said Buckskin Artists Community shall be known as and described and used as single family residential lots, or for studio purposes only.

2. All structures on said lots shall be of new construction and no buildings shall be moved from any other location onto any of said lots without prior approval of the Architectural Committee herein created.

3. No structure shall be erected, altered, placed or permitted to remain on any of said lots other than one detached single family dwelling or studio not to exceed one story in height, unless otherwise approved of the Architectural Committee, and a private garage not to exceed one story in height for not more than three cars, one stable located on the rear portion of the lot and not closer than 100 feet to the dwelling house, and a guest house or servants' quarters for the sole use of actual non-paying guests or actual servants of the occupants of the main residential building or studio, and such necessary out buildings as may be approved by the Architectural Committee.

4. No garage or other building whatsoever shall be erected on any of said lots until a dwelling house or studio shall have been entered into for the construction of a dwelling or studio, which shall comply with the restrictions as herein contained. Prior to the erection or after the erection of such dwelling house or studio, no garage or other outbuilding shall be used for residential purposes;

provided, however, that this restriction shall not prevent the inclusion of guest or servant quarters in such garage or other outbuilding for the use of actual nonpaying guests or for actual servants of the occupants of the main residential building, but no such quarters should be rented or used for income purposes. Such guest or servant quarters shall be limited to three (3) rooms and a bath.

5. No structure shall be commenced or erected on any of said lots until the design and location of such structure and the kind of materials to be used in such structure have been approved, in writing, by a committee of at least three (3) persons, the first being Jay Datus, Blaine Drake and Leland Shelley, which committee shall act until 75% of the lots have been sold by the Trustee and then by a committee elected by a majority of then owners of said lots in said Buckskin Artists Community. Any two (2) of the members of such committee may pass upon such design, location and kinds of materials. In the event there is no committee in existence under either manner of appointment or election, or in the event such committee fails to approve or disapprove such design or location or the kind of materials to be used in such structure within thirty (30) days after written request so to do, such request to be filed with the committee, then such approval of the committee will not be required; provided, the design, location and the kind of materials and the buildings to be built on said lots shall be governed by all of the restrictions herein set forth and said buildings shall be in harmony with existing buildings and structures in the immediate vicinity in said subdivision.

6. Plans must be submitted to the Architectural Committee for approval and issuance of a building permit for every building (including stables, cabanas, bath houses, greenhouses, solaria and other auxiliary buildings), also swimming pools and fences.

The plans for bui1ings must include a plot plan, and square footage chart for building. A perspective of the building, although not mandatory, will indicate the finished results and insure better checking of the plans. Committee has the right to demand a perspective if, in its opinion, the building design does not show clearly without same. Submitting of preliminary plans is encouraged, but permits will be issued only on completed working drawings. Structures must have floor plan and elevations of all four sides. Plat plan must show:

(1) Roads
(2) Driveways
(3) Terraces
(4) Landscaping
(5) Building plan outlines and dimensions of required cuts and fills.
(6) Graded property must be kept in presentable condition.

All exterior walls, their material and color must be approved by the Architectural

Committee. Color scheme must appear on plans; samples of colors must be approved.

Roofs are to be natural shingles or shakes. Pitch of roofs to be a minimum of twenty degrees, the maximum, forty degrees. No flat roof or rock roof will be permitted.

All buildings must be one story in height. Exception may be made where the natural contour of the property has a slope with a rise of six feet in six feet and will permit a lower story on the side of the hill or slope, or as otherwise specifically approved by the Architectural Committee. Preliminary sketches should be submitted on such proposed designs.

All required equipment is to be installed by the grantee at the time residence is constructed in accordance with specifications approved the Architectural Committee.

7. No building, structure, wall or fence shall be constructed, altered, or relocated on any said lot except in strict accordance with and at the location shown in plans and specifications first approved in writing by the Architectural Committee. Said committee shall be entitled to retain one copy of all plans and specifications submitted for approval.

8. After commencement of construction of any building on any lot in said tract, the same shall be completed in accordance with the plans and specifications therefore within twelve (12) months, and actual construction thereon shall at no time be suspended for more than two (2) months unless prior written permission is given by the Architectural Committee.

9. With the written approval of the Architectural Committee, trailers with acceptable sanitary facilities may be used as dwellings for a two- year period from the date of purchase of the Jot, and thereafter may be parked on the premises, but shall not be used for residential purposes.

10. Trailers of any type, tractors, trucks, agricultural equipment, boats, and other comparable equipment shall be stored or parked in a garage or other approved building. Location and orientation of such shelter shall require approval of the Architectural Committee. This provision shall not be construed as affecting the use of trailers set forth in Paragraph 9 herein for the designated period contain therein.

11. No advertising signs (except "For Rent" and "For Sale" signs no larger than 2 x 3 feet), billboards, unsightly objects or nuisance shall be erected, placed or permitted to remain on any of said lots, nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the holder of any lot in Buckskin Artists Community.

12. Until January 1, 1966, no re-subdivision of the original lots or parcels in said subdivision shall be allowed that would result in any parcel of land containing less than 2-1/2 acres. Thereafter, no re-subdivision shall be made which would result in any parcel of land containing less than one acre. These parcels shall be considered as lots within the meaning of these restrictions.

13. o dwelling house or studio, stable, or guest or servants' quarters shall be constructed closer than 25 feet to any lot line, provided, however, that the Committee described in Paragraph 5 may, by affirmative action, permit a variation from the requirements of this restriction in the case of any lot the topography of which prohibits reasonable construction of permitted buildings within the Specified area.

14. The native growth on said property shall not be destroyed or removed from any of the lots in said subdivision except native growth as it may be necessary to remove for the construction and maintenance of roads, driveways, dwelling houses, garages or buildings relating to said residence And walled-in service yards and patios; provided, that such destruction or removal which has been Approved by the committee specified in Paragraph 5 shall be permissible.

15. No elevated structures of any kind shall be erected, placed or permitted upon any of said lots; and any tanks for use in connection with fuel, oil, gasoline or oil must be buried, or screened by a wall or hedge to sufficiently conceal them from view from neighboring lots and roads and streets.

16. No clothes, sheets, blankets or other articles shall be hung out to dry or air on any part of said property except in a yard enclosed by a fence or wall or enclosure at least 75 per cent obscure; said enclosure shall be at least as high as said clothes line but shall not exceed six (6) feet in height.

17. None of said lots shall be used for residential purposes prior to installation of water flush toilets and all bathrooms, toilets or sanitary conveniences shall be inside the buildings permitted

hereunder. Until such time as sewers may be available all bathrooms, toilets or sanitary conveniences shall be connected to septic tanks and cesspools constructed according to standard Arizona State Department of Health specifications. The cesspool shall be deep enough to prevent water from coming to the surface. When and after sewers are available, then all such toilets, bathrooms, and sanitary conveniences thereafter installed shall be connected to such sewer systems.

18. An Architectural Committee has been established by the Declarant. The said Committee shall be and is hereby authorized to pass upon, approve or reject any plans or specifications for structures or fences to be erected on said tract. Nothing herein contained shall be construed as authorizing or empowering the Committee to change or waive any restrictions provided for herein except where expressly authorized so to do. The Committee may act by any two of its members and any authorization, approval or waiver made by the Committee must be in writing, signed by two members thereof. Said Committee shall be and is hereby authorized to supervise and determine the character of all grading of property between any residence constructed upon said premises and no grading of any character shall be done or performed in such area without the consent in writing of said Committee. Said Committee shall be and is hereby authorized to supervise the general landscaping of the property in said tract and the planting and growth of all trees or shrubs so planted, which in the judgment of the Committee does not conform to the general landscaping of said tract or tends to obstruct or impair the view of any owner. The grantee or the party of the second part hereby agrees to abide by any order of said Committee directing him not to plant any trees or shrubs or not to cut down or cut back any trees or shrubs so planted, which agreement shall be construed as a covenant running with the land and not as a condition which might result in forfeiture of title. The grantee or party of the second part likewise agrees that the members of the said Committee may at any time institute or prosecute in their names or cause to be instituted or prosecuted in the name of any member of said Committee any suits which the Committee may consider advisable in order to compel and obtain a decree for specific performance by the grantee or party of the second part of his agreement to remove, cut down or cut back any tree or shrubs which the Committee has ordered removed, cut down or cut back, or to not cut down or harvest trees, for commercial purposes or to an extent that the beauty of the land would be destroyed. Ordinary pruning and felling of overage trees will be encouraged. In any such suit the grantee or party of the second part agrees to pay such reasonable attorneys fee for plaintiffs' attorney as may be fixed by the court.

19. The forgoing restrictions shall be construed as applying to and preventing the erection or maintenance on said premises of any sanitarium, any machinery, appliances or structure the purpose

of which is to facilitate the carrying on of any manufacturing or repairing business, nor shall any livestock, dog or cat raising for commercial purposes, or other commercial business of any kind or character be conducted thereon, with the exception that there shall not be deemed to be included within such restrictions the raising for commercial purposes of horses, cattle, sheep, agricultural, viticulture and horticultural products, providing no store or shop is maintained on said premises for the sale or dispensing thereof, and providing further that such permissible purposes shall not be deemed to render lawful any use which may be obnoxious or offensive by reason of odor, dust, gas, noise or smoke. No dairy or commercial stable will be permitted. No goods, materials, equipment of any type or other paraphernalia shall be stored in an area visible from any roads, nor shall such items be stored in an unorthodox or objectionable manner. Discharge of firearms is not permitted. Wild Life will not be preyed upon.

20. The keeping of swine for any purpose is specifically prohibited.

21. No excavation for stone, gravel or earth shall be made thereon except in connection with the construction of such residence, provided, however, that the developers of the subdivision shall have the right of excavating and grading said premises and removing material from or depositing material thereon in connection with the work of laying out and improving said tract and the streets, lanes, Ways and easements in connection therewith.

22. Easements for roadway and public utilities shall be established, recorded by the Declarant and so observed. Trees may be planted within the parkway easement by the developer but the grantee shall assume the responsibility for the required care and maintenance of said trees. No pine tree now growing upon said premises shall ever be cut down, removed, cut back or otherwise disturbed without the consent in writing of said Committee. The grantee shall maintain all waterways and keep same free from logs, brush, rubbish, or pollution of any type.

23. All garbage or trash containers, and other such facilities must be placed in enclosed areas so as to not be visible from the adjoining properties or streets.

24. No weeds, underbrush, unsightly growth, refuse piles, junk piles, or other unsightly objects shall be permitted to be placed or to remain upon said lots; and in the event of any owner not complying with the above provisions, then the Architectural Committee, or its successors and assigns, shall have the right to enter upon the land and remove the offending objects at the expense Of the owner, who shall repay the same upon demand, and such entry shall not be deemed a trespass.

25. The grantee or party of the second part acknowledges and agrees that said covenants, conditions and restrictions are made and embodied for the purpose of carrying out, and pursuant to, a general plan adopted by the grantor or party of the first part for the development and improvement of the whole of said tract and are designated for the mutual benefit of every lot therein. It is expressly agreed that in the event any covenants or conditions or restrictions herein above contained or any portion thereof is held invalid or void, such validity or voids, shall in no way affect any valid Covenant, condition or restriction.

26. Since this document is drafted for the direct and reciprocal benefit of all parties, said covenants, conditions and restrictions shall be binding on all parties and all persons claiming under them until January 1, 1984 (except as expressly declared in Clause #2) at which time they shall be automatically extended for successive periods of five years. If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning any other lot or lots in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, and either to prevent him or them from so doing or to recover damages or other dues for such violation. A breach of any of the foregoing conditions, or Any re-entry by reasons of such breach, shall not defeat or render invalid the lien of any mortgage or Deed of trust made in good faith and for value as to said premises or any part thereof, but said covenants and conditions shall be binding upon and effective against any subsequent owner or owners of said premises.

27. Nothing in the forgoing restrictions contained shall operate or be construed as to prevent the use of any portion of said tract for any of the matters necessary or convenient to fulfill and carry out the objects and purposes of any public improvement district created in connection with the development of said tract.

AMENDMENT TO DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, PHOENIX TITLE AND TRUST COMPANY, an Arizona corporation, as Trustee, executed and recorded those certain Declaration of Restrictions dated June 2,1961 and recorded in Docket 143, pages 563 through 568 inclusive, said Restrictions covering the following described premises situate within the County of Navajo, State of Arizona, to-wit:

LOTS Thirty (30) through Thirty-SIX (36) inclusive; and LOTS THlRTY-EIGHT (38) through EIGHTY-ONE (81) inclusive; BUCKSKlN ARTISTS COMMUNITY WEST, according to the plat of record in the office of the Navajo County Recorder in docket 3483.

WHEREAS, the PHOENIX TITLE AND TRUST COMPANY, as TRUSTEE, is still the owner of Lots Thirty (30) through Thirty-six (36) inclusive; and Lots Thirty-eight (38) through Eighty-one (81) inclusive; BUCKSKIN ARTISTS COMMUNITY WEST, according to the plat of record in the office of the Navajo County Recorder on Docket 3483 thereof.

AND WHEREAS, the PHOENIX TITLE AND TRUST COMPANY, an Arizona corporation, as TRUSTEE, is desirous of amending said Declaration of Restrictions, said amendment to cover all the lots in said Declaration of Restrictions.

NOW, THEREFORE, said restrictions are declared to be amended as follows:

Paragraph 1 of Section 2, page 1 shall include the following stipulation regarding construction of new structures in Buckskin Artists Community: "All structures on said lots shall be of new construction and no buildings shall be moved from any other location ... " "All newly constructed structures must be at least 1200 square feet in size, not including the square footage of porches, carports, patios, or other adjoining areas to the main structure of the dwelling."

Paragraph 5 of Section 6, page 2 shall be deleted and said paragraph shall be amended to read as follows: "Pitch of roofs to be minimum of twenty degrees, the maximum, and forty degrees. No flat roof or rock roof will be permitted. On newly-constructed buildings (after January 1, 1996), their

roofs may be of new construction that demonstrates the newest 'state-of-the-art' materials, which also manifest the safest, most aesthetically pleasing, and the greatest economic benefits to the owner, and the community."

Paragraph 6 of Section 6, page 2, sentence 1 shall be deleted and be amended to read as follows: "All buildings must be one story in height, but are not limited to one story."

Paragraph 1 of section 9, page 2, shall be amended to read as follows: "With the written approval of the Architectural Committee, and subject to R.V. ordinances approval prescribed by Navajo County, in the state of Arizona, "trailers with acceptable septic-tank facilities may be used as dwellings for a two-year period from the date of commencement of construction of a permanent dwelling on the lot" ... but shall not be used for residential purposes. Enforcement of this restriction shall be provided by the Board to insure compliance."

Section 12 shall be amended to read as follows: "Into perpetuity, no re-subdivision of the original lots or parcels in said subdivision shall be allowed that would result in any parcel of land containing less than one acre. These parcels shall be considered as lots within the meaning of these restrictions. "

Section 15 shall be amended to read as follows: "Except for water storage, no elevated structures of any kind shall be erected, placed or permitted upon any of said lots; and any tanks for use in connection with fuel, oil, or gasoline, must be buried, or screened by a wall or hedge to sufficiently conceal them from view from neighboring lots and roads and streets."

Paragraph 1 of Section 17, page 3, Sentence 2, shall be amended to read as follows: "Until such time as sewers may be available, all bathrooms ... shall be connected to septic tanks [delete "cesspools"] constructed according to standard Arizona State Department of Health specifications."

Paragraph 1 of Section 18, page 3, Sentence 2, shall be amended to read as follows: The said Committee ... approve or reject any plans or specifications for structures or fences to be erected on said tract. If fencing is deemed necessary on a tract, the fencing must be properly maintained."

Paragraph 1 of Section 22, page 4, Sentence 3, shall be amended to read as follows: "No pine tree, except those that are deemed to be "diseased trees," now growing upon said premises shall ever

be cut down, removed, cut back or otherwise disturbed without the consent in writing of said Committee. If a "diseased tree(s)" is/are approved by the Committee to be cut and removed under Committee authorization and supervision, all diseased parts, branches, limbs, and related debris of the tree or trees, must be removed completely.

The remainder of the Declaration of Restrictions in the original Declaration of Restrictions, as recorded in Docket 143, pages 563 through 468 inclusive, shall continue in full force and effect and shall not be modified or affected except as heretofore set forth.

IN WITNESS HEREOF, PHOENIX TITLE AND TRUST COMPANY, an Arizona corporation, as Trustee, has hereunto caused its corporate name to be signed and its corporate seal to be affixed, and the same to be attested by the signatures of its duly authorized officers, this 13th day of September, 1961.