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When Recorded Return To:
Ponderosa Trails Homeowners Association
323 S. River Run Rd., Suite 1
Flagstaff, AZ, 86001

NOTICE OF RESOLUTION CONFIRMING MEMBERSHIP VOTE AUTHORIZING THE CONTINUED REGULATION OF PUBLIC ROADWAYS PONDEROSA TRAILS HOMEOWNERS ASSOCIATION

By an affirmative vote of the majority of the Board of Directors (the "Board") of Ponderosa Trails Homeowners Association, Inc. ("Association") at a board meeting held on January 15, 2025, the Board hereby adopts the following resolution (the "Resolution") as an official action of the Board, that confirms the vote of the membership at a membership meeting held on October 16, 2024.

WHEREAS, on October 30, 2023, Arizona House Bill 2298 ("HB 2298") went into effect and amended A.R.S. §33-1818. A.R.S. §33-1818 affects planned communities with deed restrictions recorded prior to 2015 that govern public roadways;

WHEREAS, the Board determined that A.R.S. §33-1818 applies to the Association, as the Association's Declaration of Homeowner Benefits and Covenants, Conditions and Restrictions was recorded on April 21, 1998 at Instrument No. 98-12352, Docket 2093, Page 308, official records of the Coconino County Recorder (the "Declaration"), and Sections 8.23-8.25 of the Declaration regulate the parking of vehicles on public roadways in the community;

WHEREAS, A.R.S. §33-1818 requires that the Association hold a membership vote prior to June 30, 2025 to determine whether the members wish to authorize the Association to continue regulating public roadways within the community;

WHEREAS, if this vote passes, the Association will retain its existing authority to regulate the public roadways within the community. If the vote fails, the Association will lose its authority to regulate the public roadways within the community;

WHEREAS, the Association held a meeting of the membership and voted on the continued regulation of the public roadways in the community on October 16, 2024. The presence of Members entitled to cast ten percent (10%) of the total number of eligible votes in the Association constituted quorum for this membership meeting;

WHEREAS, if the number of Owners voting at the meeting is sufficient to constitute quorum of the membership, and a majority of that number votes to continue regulating public roadways in the Association, the Association retains its authority to regulate those public roadways;

WHEREAS, at the October 16, 2024 membership meeting, the Association obtained quorum, and more than a majority of those members voting voted to continue regulating the public roadways in the Association.

BE IT THEREFORE RESOLVED, the Association retains its authority to regulate the public roadways in the Association.

IN WITNESS WHEREOF, the President has executed this Resolution as of this 25 day of February, 2025.

By: _____
Name: Preston Korn
Its: President

STATE OF ARIZONA)
) ss
County of Coconino)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this 25th day of February, 2025, by Preston Korn, the President of Ponderosa Trails Homeowners Association, Inc., an Arizona nonprofit corporation, for and on behalf of the corporation.

DONNA MICHELE POLLEY
Notary Public - State of Arizona
COCONINO COUNTY
Commission # 601194
Expires April 10, 2025

_____
Notary Public

When recorded mail to:
Nicholas J. Coussoulis
341 West Second Street
Suite #1
San Bernardino, CA 92402

CANDACE OWENS
COCONINO COUNTY RECORDER
OFFICIAL RECORDS OF
COCONINO COUNTY
INST: 98-12352 FEE:$ 47.00
AT THE REQUEST OF:
FRANCISCAN TITLE INS CO
DATE: 04/21/1998 TIME: 01:52
BKT: 2093 PG: 308 PAGES: 042

DOCUMENT TITLE

PONDEROSA TRAILS - UNIT 1
(a Single Family Subdivision)

DECLARATION OF HOMEOWNER BENEFITS

AND

COVENANTS, CONDITIONS, AND RESTRICTIONS

INTRODUCTION

This Declaration of Homeowner Benefits and Covenants, Conditions, and Restrictions for Ponderosa Trails*(A Residential Subdivision) is made as of the date set forth at the end of this Declaration by Ponderosa Trails L.L.C., An Arizona Limited Liability Company, as the Project Owner and Declarant.

*Unit 1

BACKGROUND

A. Project Owner/Declarant is the owner of the real property (hereinafter referred to as "Property" or "Project") that is described in Exhibit "A" attached hereto and hereby incorporated by this reference.

The Property is located in the City of Flagstaff, County of Coconino, and State of Arizona.

B. Ponderosa Trails L.L.C., an Arizona Limited Liability Company, is the Project Owner/Declarant. Ponderosa Trails L.L.C. may, or may not be the only Builder to build homes on Lots within the Project however, all other Builders, if any, purchasing Lots within the Project will be held to the terms and conditions of this Declaration.

C. Builder and Project Owner desire to provide for the phased construction of a residential subdivision consisting of detached single family residences, attached multifamily and/or single family residences, common areas, and other facilities, including but not limited to park sites, school site, day care site, etc.

D. Project Owner/Declarant includes in this Declaration and imposes these benefits, covenants, conditions, and restrictions upon only the lots and those common area tracts described on Exhibit "B", but Project Owner/Declarant may, subsequent to the date of this Declaration, include in this Declaration additional phases of Ponderosa Trails (i.e., to incorporate additional lots and common area tracts in this subdivision) as provided below.

E. Project Owner/Declarant intends that this Declaration and the other Project Documents will facilitate a general plan for development for the Property.

NOW, THEREFORE, Project Owner/Declarant declares that the lots and tracts described on the Plat, together with any other lots and tracts which, in the future, may be included in this Declaration as provided below, shall be held, sold, mortgaged, encumbered, leased, rented, used, occupied, improved, and conveyed subject to the following reservations, easements, limitations, restrictions, servitude's, covenants, conditions, charges, and liens (collectively termed "covenants and restrictions"). The covenants and restrictions are for the purpose of protecting the value, attractiveness, and desirability of the Property, and the covenants and restrictions shall benefit, burden, and run with the title to the Property and shall be binding upon all parties having any right, title, or interest in or to any part of the Property, or any part of the Property, and their heirs, successors, and assigns. The covenants and restrictions shall inure to the benefit of each Owner. The Project Owner/Declarant further declares as follows:

ARTICLE*1

DEFINITIONS

1.1 "Ancillary Unit" shall mean all permanent or temporary basements, cellars, guest houses, hobby houses, storage sheds, wood sheds, outbuildings, shacks, barns, stables, detached garages, detached living quarters, cabana, gazebos, attached or detached carports, covered patios, or structures or items of any type similar to any of the foregoing that are not part of the Dwelling Unit and related improvements originally constructed by the Builder or Declarant.

1.2 "Architectural Committee" shall mean the committee established pursuant to Article 9 of this Declaration and the provisions of any other Project Documents.

1.3 "Architectural Committee Rules" shall mean any rules and regulations adopted by the Architectural Committee, as may be amended from time to time.

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

1.5 "Assessment," "assessment," "annual assessment," and "special assessment" (and the plural of each) shall mean the assessments authorized in this Declaration including those authorized in Article 4.

1.6 "Association" shall mean Ponderosa Trails Homeowners Association, that has been or will be incorporated by Declarant and/or others as a non-profit Arizona corporation, and shall mean additionally the Association's successors and assigns.

1.7 "Association Rules" shall mean any rules and regulations adopted by the Association, as may be amended from time to time.

1.8 "Board" and "Board of Directors" shall mean the Board of Directors of the Association.

1.9 "Builder" shall mean Ponderosa Trails L.L.C., an Arizona Limited Liability Company, or its successors and assigns, as well as any other person or entity designated as a "Builder" of Lots within the Property.

1.10 "Building Envelope" shall mean that portion of the Lot that is disturbable during the construction of the residential structure. The remaining undisturbed portion of the Lot shall be deemed "Resource Protected" and will remain and be maintained in its natural a condition in perpetuity.

1.1 "Bylaws" shall mean the bylaws of the Association, as may be amended from time to time in the manner set forth in the Bylaws

1.12 "Common Area" or "Common Areas" shall mean all that real property described on the Plat as common area tracts for the common use and enjoyment of the Owners, including Tracts B, C, J, K, L and M as depicted on the Plat, and any other real property that may be from time to time annexed into the Project as Common Area. The "Common Area" shall not include the real property identified on the Plat as individual Lots or public streets. The Association for the common use and enjoyment of the Owners shall own the "Common Area". The "Common Area" shall include all structures, facilities, furniture, fixtures, improvements, and landscaping, if any and if permitted, located on the common area tracts, and all rights, easements, and appurtenances relating to the real property owned by the Association. Tract E, as depicted on the Plat, which is part of the Common Area, shall be also referred to as the "Drainage/Park Tract".

1.13 "Declarant" shall mean Ponderosa Trails L.L.C "Declarant" does not include any Mortgagee

1.14 "Declaration" shall mean this Declaration of Homeowner Benefits and Covenants, Conditions, and Restrictions and the covenants and restrictions set forth in this entire document (in entirety or by reference), as may be amended from time to time.

1.15 "Development Agreement" shall mean that agreement entered into the 19th of October, 1995 by the City of Flagstaff, Ponderosa Trails L.L.C., Chester E. and Kay D. Johns, Steven J. and Kinga A. Johns and Chester Bryan Johns; recorded in the official records of Coconino County in Docket 1813 beginning at page 579 (Ordinance 1884).

1.16 " Dwelling Unit" shall mean all buildings that are located on a Lot and that are used or are intended to be used for Single Family Residential Use, including the garage, carport, and open or closed patios.

1.17 "Entry Feature" shall mean project identification features located at the entrance(s) to the project. This entry feature may take the form of a sign, a monument or a sculpture (or a combination thereof) and will be located on Tracts J and K, as depicted on the Plat, of land dedicated to the Homeowner's Association specifically for this purpose. Maintenance and repair shall be the responsibility of the Homeowner's Association.

1.18 "Flagstaff Urban Trails System (FUTS)" shall mean that portion of the City of Flagstaff's urban trail system passing through Ponderosa Trails. The urban trails system will be located in either City owned right-of-way or the tracts dedicated to the City for park purposes. The City of Flagstaff will maintain the FUTS

1.19 "Institutional Guarantor" shall mean, if applicable to the Project, a governmental insurer, guarantor, or secondary market mortgage purchaser such as the Federal

Housing Administration (FHA), the Veterans Administration (VA), the Federal Home Loan Mortgage Corporation (FHLMC), and the Federal National Mortgage Association (FNMA) that insures, guarantees, or purchases any note or similar debt instrument secured by a First Mortgage. An Institutional Guarantor will be entitled to vote on those matters that require the approval or consent of the Institutional Guarantors if the Institutional Guarantor notifies the Association in writing of its desire to vote and its address for delivery of all Association notices.

1.20 "Lot" shall mean any one of the lots that is described and depicted on the Plat and that is initially subjected to this Declaration and shall include any other lot which in the future may be included within the Project as provided in this Declaration. "Inventory Lot" shall mean any Lot owned by the Declarant or a Builder upon which a Dwelling Unit has not been constructed completely. Completed construction shall be evidenced by the issuance of a final Certificate of Occupancy by the City of Flagstaff. "Completed Inventory Lot" shall mean a Lot owned by Declarant or a Builder upon which a Dwelling Unit has been completed, as evidenced by the issuance of a final Certificate of Occupancy by the City of Flagstaff.

1.21 "Master Plan" shall mean that document titled "Revised Master Plan to Accompany Rezoning Application, Tentative Plat and Development Agreement" which was approved by the City of Flagstaff in conjunction with the approval and adoption of Ordinance No. 1884 rezoning the property from Estate Residential (ER) to Single Family Residential (R-1) and Medium Density Multi-Family Residential (MR).

1.22 "Member" shall mean an Owner of a Lot which is or has become subject to this Declaration by an Annexation Amendment or Supplemental Declaration as provided in this Declaration.

1.23 "Mortgage" (whether capitalized or not) shall mean the conveyance or assignment of any Lot, or the creation of a lien on any Lot, to secure the performance of an obligation, and shall include the instrument evidencing the obligation, and may include a deed of trust, mortgage, assignment, or any other agreement for the purpose of creating a lien to secure an obligation or duty "First Mortgage" shall mean a Mortgage held by an institutional lender which is the first and most senior of all Mortgages on the applicable Lot.

1.24 "Mortgagee" (whether capitalized or not) shall mean a person or entity to whom a Mortgage is made and shall include a holder of a promissory note, a beneficiary under a deed of trust, or a seller under an agreement for sale "First Mortgagee" shall mean a Mortgagee which is the first and most senior of all Mortgagees upon the applicable Lot.

1.25 "Mortgagor" shall mean a person or entity who is a maker under a promissory note, mortgagor under a mortgage, a trustor under a deed of trust, or buyer under an agreement for sale, as applicable.

1.26 "Nonrecurring And Temporary Basis" shall mean that the event or act referred to does not last more than twenty-four (24) total hours for any one time, does not last

overnight and does not occur more than twice (regardless of the length of time of the event or act) in any six (6) month period. A violation of either of the foregoing standards (i.e., more than twenty-four (24) hours, overnight or more than twice in a six (6) month period) will mean that the act or event is not on a Nonrecurring and Temporary Basis.

1.27 "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple legal title to any Lot. Except where the terms of the Project Documents otherwise specify, or the context otherwise requires, the Builders and the Project Owner shall be considered to be an "Owner" for all purposes under the Project Documents. An "Owner" shall not include those persons having an interest in a Lot merely as security for the performance of an obligation or duty (i.e., a mortgagee). In the case of Lots in which the fee simple title is vested of record in a trustee pursuant to Arizona Revised Statutes, §§ 33-801, et seq., the "Owner" of the Lot shall be deemed to be the trustor. In the case of a Lot covered by an Agreement for Sale of Real Property as described in A.R.S., §§ 33-741, et seq., the buyer of the Lot shall be deemed to be the "Owner." An "Owner's Permittees" shall mean all family members, guests, tenants, licensees, invitees, and agents that use the Owner's Lot or other portions of the Project (including Common Area) with the implied or express consent of an Owner.

1.28 "Paseo Trail System and Meandering Paseo" shall mean those trails designed and constructed by the Declarant and Builders for the purpose of providing pedestrian access throughout Ponderosa Trails and access to the Flagstaff Urban Trails System. This trails system shall be owned and maintained by the Homeowner's Association. The paseo trails will be located in tracts dedicated to the Homeowners Association or will be installed in lieu of sidewalks, provided that project owner/Declarant successfully obtained a variance from the City Council respecting sidewalk improvements.

1.29 "Person" and "person" shall mean a natural person, a corporation, a partnership, a trust, or other legal entity.

1.30 "Plat" will refer to the subdivision plats for Ponderosa Trails recorded from time to time in the Official Records of Coconino County, Arizona, as it may be amended from time to time pursuant to this Declaration.

1.31 "Project Documents" refers to this Declaration, the Articles, the Bylaws, the Association Rules, the Architectural Committee Rules, the Revised Master Plan, the Development Agreement and the Plat (the Development Agreement and Plat require City approval,, collectively, as any or all of the foregoing may be amended from time to time.

1.32 "Project Owner" shall mean Ponderosa Trails L.L.C., or its successors and assigns.

1.33 "Resource Protection Easement" shall mean that all environmental resources (as defined by the City of Flagstaff Land Development Code) located outside the Building Envelope shall be encumbered by a general Resource Protection Easement and shall be

maintained and preserved, in perpetuity, by the individual lot owner and/or Homeowners Association for the benefit of the community

1.34 "Screened From View" shall mean that the object in question is appropriately screened from view from abutting Lots, Common Area, public and private streets by gates, walls, shrubs, or other approved landscaping or screening devises. Appropriate screening requirements shall consider the topography of the area and will be reasonably applied. The Architectural Committee will be the sole judge as to what constitutes an object requiring screening and what measures may be required to screen the offending object. The Architectural Committee shall be the final decision in any disputes over screening requirements.

1.35 "Single Family" shall mean a group of one or more persons each related to the other by blood, marriage, or legal adoption, or a group of not more than four (4) adult persons not all so related who maintain a common household in a Dwelling Unit located on a Lot.

1.36 "Single Family Residential Use" shall mean the occupancy or use of a Dwelling Unit and Lot by a Single Family in conformity with the Project Documents and the requirements imposed by applicable zoning laws or other state, county, or municipal rules, ordinances, codes, and regulations.

1.37 "Tracts" shall mean those land areas as depicted in the master plan/plat approved for the project in connection with Ordinance 1884.

1.38 "Visible From Neighboring Property" shall mean, with respect to any given object, that the object is or would be clearly visible without artificial sight aids to a person six (6) feet tall, standing on any part of the Property (including a Lot, Common Area, or public or private street) adjoining the Lot or the portion of the Property upon which the object is located. This standard will be reasonably applied given the topography of the area. The Architectural Committee will be the sole judge as to what constitutes an object requiring screening and what measures may be required to screen the offending object. The Architectural Committee shall be the final decision in any disputes over screening requirements.

1.39 "Yard" or "yard" shall mean all portions of the Lot other than the portions of the Lot upon which the Dwelling Unit or an Ancillary Unit is constructed. "Private Yard" means the portion of the yard that is shielded or enclosed by walls, fences, hedges, and similar items. "Public Yard" means that portion of the Yard that is Visible From Neighboring Property, whether located in front of, beside, or behind a Dwelling Unit or an Ancillary Unit and includes all landscaping that is Visible From Neighboring Property regardless of the fact that the base or ground level of the landscaping is not Visible From Neighboring Property. "Enclosed Side Yard" means the portion of a yard that is located behind (when viewed from the street) any side boundary wall located on a Lot. The Enclosed Side Yard shall be no deeper (when measured from the street adjoining the front of the Dwelling Unit) than the deepest wall of any Dwelling Unit located on a Lot. The Architectural Committee will be the sole judge as to what constitutes an Enclosed Side Yard.

ARTICLE*2

PROPERTY RIGHTS IN COMMON AREAS

2.1 Owners' Easements of Enjoyment. Every Owner shall have a non-exclusive right and easement of use and enjoyment in and to the Common Areas, in common with all other persons entitled to use the Common Area. An Owner's right and easement to use and enjoy the Common Area shall be appurtenant to and pass with the title to every Lot and shall be subject to the following.

(a) Charges and Regulations. The right of the Association to charge reasonable admission and other fees for the use of the Common Areas and to regulate the use of the Common Area; the right of the Association to limit the number of the Owner's Permittees who use the Common Area; the right of the Association to limit the number and type of pets that use the Common Area; the right of the Association to hold the Owners accountable for the conduct of the Owner's Permittees and pets;

(b) Suspension of Voting and Usage Rights. The right of the Association to suspend the voting rights of any Owner and to suspend the right to the use of the Common Areas by an Owner or the Owner's Permittees for any period during which any assessment (together with accrued interest, late charges, and all attorney fees incurred) against that Owner or Owner's Lot remains unpaid, and, in the case of any non-monetary infraction of the Project Documents, for any period during which the infraction remains uncured;

(c) Dedication/Grant. The right of the Association to dedicate or grant an easement covering all or any part of the Common Area to any provider utility company and municipality for the purposes, and subject to the conditions, which may be established by the Declarant during the period of Declarant Control (as defined in Section 3.2) and, after the period of Declarant Control, by the Board. Except for those easements reserved or created by the Project Owner or Declarant by the Plat or under Article 10 of this Declaration, no dedications or grants of easements over all or any part of the Common Area to any municipality or provider utility company shall be effective unless the dedication or grant is approved by two-thirds (2/3) of each class of Members and unless the instrument evidencing the dedication or grant is executed by an authorized officer of the Association and recorded in the proper records in Coconino County; and

(d) Declarant Use. The right of the Declarant and its agents and representatives, in addition to their rights set forth elsewhere in this Declaration and the other Project Documents, to the nonexclusive use, without extra charge, of the Common Area for sales, display, and exhibition purposes both during and after the period of Declarant Control.

2.2 Delegation of Use. Subject to and in accordance with the Project Documents, any Owner may delegate its right of enjoyment to the Common Areas to the Owner's Permittees.

2.3 Conveyance of Common Area. Immediately prior to the time as the first Lot is conveyed to a Class A Member, the Common Area shall be conveyed by Declarant to the Association by the delivery of a special warranty deed, free and clear of all monetary liens.

ARTICLE*3

MEMBERSHIP AND VOTING RIGHTS

3.1 Membership. Every Owner of a Lot, by accepting a deed for that Lot (whether or not it is expressed in the deed or conveying instrument) or otherwise becoming an "Owner", shall be a Member of the Association and shall be bound by the provisions of the Project Documents, shall be deemed to have personally covenanted and agreed to be bound by all covenants and restrictions contained in the Project Documents, and shall be deemed to have entered into a contract with the Association for the performance of the respective covenants and restrictions. The personal covenant of each Owner described in the preceding sentence shall be deemed to be in addition to the real covenants and equitable servitude's created by the Declaration, and this personal covenant of each Owner shall not limit or restrict the intent that this Declaration benefit and burden, as the case may be, and run with title to all Lots and Common Area covered by this Declaration. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment. Upon the permitted transfer of an ownership interest in a Lot, the new Owner shall automatically become a Member of the Association. With the exception of Declarant, membership in the Association shall be restricted solely to Owners of Lots.

3.2 Class. The Association shall have two (2) classes of voting membership:

(a) Class A. Class A members shall be all Owners with the exception of the Declarant and the Builder. Class A members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members; however, for all voting purposes and quorum purposes, they shall together be considered to be one (1) Member. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot. Any attempt to cast multiple votes for a given Lot shall result in the invalidity of all votes cast for that Lot.

(b) Class B. The Class B member shall be the Declarant and the Builder(s) who shall be entitled to three (3) votes for each Lot owned by the Project Owner or the Builder(s). The Class B membership shall cease and be converted to Class A membership upon the happening of any of the following events, whichever occurs earlier:

(1) When the total votes outstanding in the Class A membership first equals or exceeds the total votes outstanding in the Class B membership;

(2) The date which is six (6) years after the date of the close of escrow on the first Lot sold by Declarant or Builder; or

(3) When the Declarant and Builder notifies the Association in writing that it relinquishes its Class B membership.

Upon the conversion of Declarant's and Builder's Class B membership to Class A membership, the Declarant or Builder will be entitled to only one (1) vote for each Lot owned by the Project Owner or the Builder. The period of time during which Class B membership is in existence shall be referred to in this Declaration as the period of "Declarant Control." For the purposes of Section 3.2(b)(1) above, the number of votes shall be based upon the Lots initially covered by this Declaration, plus all Lots which in the future may be included in or covered by this Declaration as provided in this Declaration, minus all Lots withdrawn from this Declaration, if any.

3.3 Transfer of Control. When the period of Declarant Control ceases pursuant to Section 3.2, the Class A Members shall accept control of the Association from the Declarant and full responsibility for the operation of the Association and administration of the Property as provided in the Project Documents, and Declarant shall have no further responsibility for past, present, or future acts or omissions with respect to the operation of the Association and administration of the Property.

ARTICLE*4

COVENANT FOR MAINTENANCE ASSESSMENTS

4.1 Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot, by accepting a deed for that Lot (whether or not it is expressed in the deed or conveying instrument) or otherwise becoming an "Owner", is deemed personally to covenant and agree to be bound by all duties, obligations, and provisions of the Project Documents and to pay to the Association:

(a) Annual assessments or charges;

(b) Special assessments for capital improvements under Section 4.4, unexpected or extraordinary expenses for repairs of Common Area, or other matters;

(c) An amount sufficient to, on demand, indemnify and hold the Association harmless for, from, and against all obligations undertaken or incurred by the Association at or on account of that individual Owner's special request and to repay the Association for all expenditures on account of the special request;

(d) An amount sufficient to reimburse the Association for the cost of performing any obligation of an Owner under the Project Documents which the Owner has failed to timely pay or perform; and

(e) All other assessments as may be fixed, established, and collected from time to time as provided in this Declaration or the other Project Documents, including, without limitation, any accrued interest, taxable court costs, late fees, attorney fees, fines, penalties, or other charges.

The assessments and amounts described above, together with all accrued interest, court costs, attorney fees, late fees, and all other expenses incurred in connection with the assessments and amounts described above, whether or not a lawsuit or other legal action is initiated, shall be referred to as an "assessment" or the "assessments". The assessments shall be a charge and a continuing lien upon the Lot against which the assessment is made or with reference to which each assessment is incurred. Each assessment also shall be the personal obligation of the person who was the Owner of the Lot at the time when the assessment became due or charge was incurred, or, in the case of more than one Owner, the personal obligation of each person, jointly and severally. The personal obligation for delinquent assessments shall not pass to the particular Owner's successors in title unless expressly assumed by them; however, the prior Owner's personal obligation for the delinquent assessments or charges shall not be deemed released or discharged by reason of any assignment, conveyance, or transfer of title of a Lot. Notwithstanding the previous sentence, in the event of an assignment, conveyance, or transfer of title to any Lot, the assessment additionally shall continue as a charge against the Lot in the hands of the subsequent Owner, except in those circumstances described in Section 4.9 below. The recordation of this Declaration shall constitute record notice and perfection of any assessment or assessment lien, and, notwithstanding Section 4.10 below, further recordation of any claim of lien (or Notice and Claim of Lien) for assessment shall not be required for perfection, priority, or enforcement.

4.2 Purpose of Assessments. The assessments levied by the Association shall be used for the purpose of:

(a) promoting the recreation, health, safety, welfare, and desirability of the Owners, Common Areas, and Lots;

(b) operating of the Common Areas (including payment of all taxes, utilities, and maintenance);

(c) insuring (including a reserve fund for insurance deductibles), maintaining, repairing, painting, and replacing improvements in the Common Areas (including any reserve fund for the foregoing); and

(d) enhancing and protecting the value, desirability, and attractiveness of the Lots and Common Areas generally.

(e) performing any and all of the Homeowner's Association's obligations under the Project Documents.

The annual assessment may include a reserve fund for taxes, insurance, maintenance, repairs, and replacements of the Common Area and other improvements which the Association is responsible for maintaining.

4.3 Initial and Annual Assessments. Until December 31, 1996, the maximum annual assessments shall be One Hundred Twenty and No/100 Dollars ($120.00) per Lot. From and after the "base year" ending December 31, 1997, the maximum annual assessment shall be as determined by the Board of Directors. The percentage increase in the regular annual assessment in any given year over the assessment in the previous year may not be increased by more than the Permitted Percentage Increase (as defined below), unless any further additional increase is approved by an affirmative vote of two-thirds (2/3) of the votes cast in person or by proxy of each class of Members at a regular or special meeting duly called for that purpose. From and after December 31, 1997, the Board, without a vote of the Members, may increase the maximum annual assessments during each fiscal year of the Association by an amount ("Permitted Percentage Increase") equal to the greater of: (i) ten percent (10%); or (ii) a percentage calculated by dividing the Consumer Price Index in the most recent October (identified by an "A" in the formula) by the Consumer Price Index for the October one (1) year prior (identified by a "B" in the formula), minus one (1) (i.e., CPI percentage = A/B - 1). By way of example only, the percentage increase in the assessment for 1997 cannot be increased by more than the greater of: (I) ten percent (10%); or (II) the increase in the Consumer Price Index for October, 1996, divided by the Consumer Price Index in October, 1995), minus one (1). The term "Consumer Price Index" shall refer to the "United States Bureau of Labor Statistics, Consumer Price Index, United States and selected areas, all items" issued by the U.S. Bureau of Labor Statistics, or its equivalent or revised or successor index.

4.4 Special Assessments for Capital Improvements. The Association may, at any time and from time to time in any assessment year, in addition to the annual assessments authorized above or any other assessments authorized elsewhere in this Declaration, levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement (whether or not due to destruction, governmental taking, or otherwise) of a capital improvement upon the Common Areas (including fixtures and personal property related to the Common Area) or the cost of any other unexpected or extraordinary expenses for repairs of Common Area or other matters; however, any special assessment shall have the assent of two thirds (2/3) of the votes cast in person or by proxy of the Members at a regular or special meeting duly called for that purpose. Notwithstanding the foregoing, no approval of the Members shall be needed to levy assessments on an Owner which arise out of the Owner's failure to comply with the Project Documents including, without limitation, any assessment levied pursuant to Sections 4.1(c), 4.1(d), 4.6, 5.2, or 5.6 of the Declaration.

4.5 Notice and Quorum. Written notice of any meeting called for the purpose of taking any action authorized under Section 4.3 or 4.4 shall be sent to all Members not less than ten (10) days nor more than fifty (50) days in advance of the meeting. At the first meeting called regarding any given proposal, the presence (at the beginning of the meeting) of Members or proxies entitled to cast fifty percent (50%) of all the votes of the Association, regardless of class of membership, shall constitute a quorum. If the required quorum is not present, one other meeting for the same purpose may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-third (1/3) of all the votes of the Association, regardless of class of membership. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

4.6 Uniform Rate of Assessment. Both the annual assessments outlined in Section 4.3 and the special assessments outlined in Section 4.4 must be fixed at a uniform rate for all assessable Lots; however, the rate of assessment for Inventory Lots and Completed Inventory Lots owned by the Project Owner or Builder shall be twenty-five percent (25%) of the rate for completed and occupied Lots owned by an Owner other than the Project Owner or Builder. Notwithstanding the reduced assessment on Inventory Lots and Completed Inventory Lots, Declarant and Builder shall be obligated to pay to the Association for any shortages or deficiencies caused by reason of the reduced assessments paid by the Project Owner or Builder; however, Declarant's maximum obligation for these shortages or deficiencies shall be equal to the uniform rate of assessment on all Lots multiplied by the number of Lots upon which the Project Owner or Builder paid a reduced assessment, less all amounts previously paid by the Project Owner or Builder as reduced assessments on such Lots. Assessments may be collected on an annual basis or on such more frequent basis as the Board of Directors from time to time shall determine. The provisions of this Section 4.6 shall not preclude the Association from making a separate or additional charge to, or special assessment on, an Owner for or on account of special services or benefits rendered to, conferred upon, or obtained by or for that Owner or the Owner's Lot. If any expense incurred by the Association is caused by the misconduct of any Lot Owner or the Owner's Permittees, the Association may specially assess the expense exclusively against such Owner and/or Lot.

4.7 Date of Commencement of Assessments. The annual assessments established in this Declaration regarding any given Lot subject to this Declaration shall commence on the first day of the month following the conveyance of the Common Areas to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall endeavor to fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; however, the annual assessment shall be binding notwithstanding any delay. Written notice of the annual assessment and of any special assessments shall be sent to every Owner subject to the assessment. The Board of Directors shall establish the due dates. The Association acting through the Board of Directors, upon written demand and for a reasonable charge, shall furnish a certificate signed by an officer of the Association setting forth whether the assessments and charges on a specified Lot have been paid and setting forth any other matters as may be required from time to time by Arizona law. A properly executed certificate of the Association as to the status of assessments on

a Lot and any other required matters shall be binding on the Association as of the date of issuance of the certificate and for the time period specified in the certificate. Assessments shall be payable in the full amount specified by the assessment notice, and no offsets against such amount shall be permitted for any reason whatsoever including, without limitation, abandonment of the Owner's Lot, a claim that the Association is not properly exercising its duties in maintenance or enforcement, a claim against the Declarant or its affiliates, or the non-use or claim of non-use by Owner of all or any portion of the Common Area. Assessments may be collected in advance or in arrears as the Board of Directors shall determine in their sole discretion.

4.8 Effect of Nonpayment of Assessments - Remedies of the Association. Any assessment not paid within fifteen (15) days after the due date shall be subject to a one-time late charge of Fifty and No/100 Dollars ($50.00) and additionally shall bear interest from the due date at the minimum rate of ten percent (10%) per annum, or at any higher legal interest rate as may be determined from time to time by the Board of Directors. Each Owner of a Lot, by accepting a deed for that Lot (whether or not it is expressed in the deed or conveying instrument), or otherwise becoming an "Owner", vests in the Association and its agents the right and power to bring all actions against the Owner personally for the collection of all assessments due under the Project Documents as a debt and to enforce the lien securing the assessment by all methods available for the enforcement of liens, including foreclosure by an action brought in the name of the Association in the same manner as a mortgage of real property, a deed of trust, and/or a mechanic's lien. The Association may make payments on any prior liens including any Mortgage or taxes on the Lot, and all payments shall be added to the lien in favor of the Association. The lien shall be in favor of the Association and shall be for the benefit of all other Owners. The Association shall have the power to bid in any foreclosure, sheriff's sale or similar sale and to acquire, hold, lease, mortgage, and convey the Lot purchased. The Association may institute suit to recover a money judgment for unpaid assessments of the Owner without being required to foreclose its lien on the Lot involved and without waiving the lien which secures the unpaid assessments. Any foreclosure may be taken without regard to the value of the Lot, the solvency of the Owner, or the relative size of the Owner's default. The assessment lien and the rights of enforcement under this Declaration shall be in addition to and not in substitution of all other rights and remedies, which the Association may have under the Project Documents, or under Arizona law.

4.9 Subordination of the Lien to Mortgages. Regardless of whether or not a Notice and Claim of Lien has been recorded, the lien for the assessments established in this Declaration shall be superior to all liens, charges, and encumbrances which, after the date of recordation of this Declaration, are or may be imposed on any Lot or Parcel. The lien for the assessments established in this Declaration, however, shall be automatically subordinate to: (i) the lien of any First Mortgagee who acquired its First Mortgage in good faith and for value, except for the amount of assessments which accrue from and after the date upon which the First Mortgagee acquires title to or comes in possession of any Lot; and (ii) any taxes, bonds, or assessments which by law are prior and superior to the lien for such assessments. The sale or transfer of any Lot shall not affect the lien for assessments or the personal obligation of the Owner to pay all assessments arising during the Owner's ownership of the Lot; however, the sale or

transfer of any Lot pursuant to a judicial foreclosure or trustee's sale by a First Mortgage shall extinguish the lien on the Lot that became due prior to the transfer or sale. In the case of a sale or transfer by judicial foreclosure or trustee's sale by a First Mortgagee, the First Mortgagee or other successor Owner shall not be liable for any assessments that become due prior to the sale or transfer by the First Mortgagee. No sale or transfer pursuant to a judicial foreclosure or trustee's sale of any First Mortgagee shall relieve any Lot from the liability or the lien for any assessments which may become due or arise after the judicial foreclosure or trustee's sale. Nothing in this Declaration, however, shall be construed to release any Owner or previous Owner from the Owner's personal obligation to pay any assessment arising during the Owner's or previous Owner's ownership of the Lot, and the Association may enforce collection of the assessments arising during his/her ownership of the Lot in any manner permitted under Arizona law or the Project Documents.

4.10 Notice of Lien. Without affecting the priority and perfection of any assessment which has been perfected as of the date of recordation of this Declaration, the Association, in addition, may give (but is not obligated to give) notice to any Owner whose assessment is due and unpaid by mailing to the Owner a copy of a "Notice and Claim of Lien" which may state, among other things, the following:

(a) The last known name of the delinquent Owner;

(b) The legal description or street address of the Lot against which the claim of lien is made;

(c) The amount claimed to be due and owing from the Owner and assessed against the Lot; and

(d) A statement that the claim is made by the Association pursuant to the terms of the Declaration and the other Project Documents.

Each default and payment of any assessment shall constitute a separate basis for a claim of lien, but any number of defaults may be included within a single Notice and Claim of Lien. The Association may record a Notice and Claim of Lien against the delinquent Owner's Lot.

ARTICLE*5

COMMON AREA AND LOT MAINTENANCE

5.1 Common Area. Except as provided in Section 5.2, the Association shall be responsible for the maintenance, repair, and replacement of the Common Areas, and, without any approval of the Owners, the Association may: (i) reconstruct, repair, replace, and refinish any landscaping or improvement located on or used in connection with the Common Area; and (ii) do any other acts deemed necessary to preserve, beautify, and protect the Common Area in

accordance with the general purposes specified in the Project Documents. The Board of Directors of the Association shall be the sole and absolute judge as to the appropriate maintenance of the Common Areas. No Owner shall alter, remove, injure, or interfere in any way with any landscaping, lawns, plants, irrigation systems, sprinklers, shrubs, trees, and the like, if any, placed on the Common Areas without the express written consent of the Declarant, during the period of Declarant Control, or the Architectural Committee, after the period of Declarant Control. The City of Flagstaff is not responsible for, and will not accept the maintenance of, any private facilities, landscaping, or similar improvements within the Common Areas, all of which will be performed by the Association; however, the Association will not be responsible for repairing any public utility lines located within the Common Area or any public streets within the Project.

5.2 Repairs Necessitated by Owner. In the event that the need for maintenance or repair to any Common Area is caused through the acts or omissions (including negligent acts or omissions) of an Owner, the Owner's Permittees, or any pet of the Owner, the cost of the maintenance or repairs, including the deductible portion of any applicable insurance policy, shall be added to and become a part of the assessment against the Lot owned by that Owner, without regard to the availability of any insurance proceeds payable to the Association for the cost of the maintenance or repairs. In addition to the foregoing, if the Owner of a given Lot is held liable to the Association by a court of competent jurisdiction for maintenance or repair work performed by the Association to any other Lot (i.e., a Lot not owned by that Owner), the amount of that judgment shall be added to and become a part of the assessment against the Lot owned by that Owner.

5.3 Maintenance of Dwelling Unit. The Dwelling Unit and all other permitted Ancillary Units must be maintained by the Owner of the applicable Lot in a clean, safe, neat, and attractive condition and repair and must be adequately painted and finished. Without limiting the foregoing, the Owner of each Lot shall be responsible for: (i) all conduits, ducts, plumbing, wiring, and other facilities and utility services which are contained on the Lot; (ii) all service equipment, such as refrigerators, air conditioners, heaters, dishwashers, washers, dryers, ovens, and stoves; and (iii) all floor coverings, roofs, windows, doors, paint (internal and external), finishes, siding, and electrical and plumbing fixtures.

5.4 Access at Reasonable Hours. For the purpose of performing the maintenance, repairs, or replacements permitted under this Article 5, the Association and the Association's agents or employees shall have the right, after reasonable notice to an Owner (except in the case of emergency, in which case no notice need be given), to enter onto the Owner's Lot at any reasonable time. For the purposes of performing the maintenance authorized by Section 5.1 upon any portion of the Common Area, the Association and the Association's agents or employees may enter onto the Common Area without notice to any Owner at reasonable hours.

5.5 Landscaping. Unless completed by Declarant or Builder as part of the Owner's purchase contract for the Lot and Dwelling Unit, the Public Yard of a Lot must be

landscaped by the Owner of the Lot within ninety (90) days of becoming an Owner; or in the case of an owner/builder within ninety (90) days of receipt of City of Flagstaff certificate of occupancy (final inspection). Plans for all landscaping, lawns, plants, irrigation systems, sprinklers, shrubs, trees, and the like (collectively referred to as the "landscaping") that are to be installed anywhere on the Owner's Lot (whether in the Public Yard or not) must be approved by the Architectural Committee under Article 9 of this Declaration. The Lot, all trees described in Section 8.27 below, and all landscaping located on a Lot must be maintained in clean, safe, neat, and attractive condition and repair solely by the Owner of that Lot, and Owner shall be solely responsible for neatly trimming and properly cultivating the landscaping and for the removal of all trash, weeds, leaves, and other unsightly material located on a Lot. The Lot owner shall also be responsible for maintenance and preservation of the Ponderosa Pine trees protected by the general Resource Protection Easement described in Section 10.8 below.

5.6 Owner's Failure to Maintain. If an Owner fails to perform any maintenance and repair required under the terms of this Article V, then, upon the vote of a majority of the Board of Directors and after not less than thirty (30) days prior notice to that Owner, the Association, in addition to any other remedy, shall have the right (but not the obligation) to enter upon or into that Lot and to provide the required maintenance or make the required repairs or replacements. Any entry by the Association or its agents shall not be considered a trespass. The cost of these maintenance items and repairs shall be added to the assessments charged to the Owner, shall be paid promptly to the Association by that Owner as a special assessment or otherwise, and shall constitute a lien upon that Owner's Lot.

5.7 Association's Failure to Maintain. If the Association fails to maintain the Common Area as required under Section 5.1 above, any Owner will be entitled to deliver written notice to the Association requesting that the maintenance be performed within thirty (30) days. If the Association fails to perform the required maintenance, the Owner that requested the maintenance to be performed will be permitted to enter the Common Area and to perform the maintenance and to charge the Association for the actual costs of maintenance. If the Association fails to pay the performing Owner for the cost of the maintenance, the performing Owner will be entitled to record a lien containing information similar to that described in Section 4.10. Any lien recorded pursuant to the preceding sentence at all times will remain subordinate to the Project Documents. To enforce the lien, the performing Owner will be entitled to exercise all remedies available under Arizona law against the Association for the enforcement of lien. If, however, the lien is foreclosed upon by the Owner and results in the Owner receiving fee title to a portion of the Common Area, the portion of the Common Area will nevertheless remain subject to the conditions and restrictions of the Project Documents, and any resulting private ownership of portions of the Common Area will not affect the rights of the Owners and benefited easements holders with respect to the use of the Common Area under, without limitation, Article 2 and Article 10 of this Declaration. Further, to the extent privately owned by operation of the foregoing, the respective portions of Common Area will be owned as tenants-in-common by all performing Owners, and the privately owned portions of the Common Area may not be leased or conveyed separate from the Lot or Lots owned by the performing Owners.

5.8 General Standards. Except as may be otherwise provided in this Declaration or the other Project Documents, the Association and each respective Owner of a Lot, as applicable, shall maintain the areas they are respectively responsible for at a level of general maintenance at least equal to that prevailing with respect to areas of a similar nature located in residential communities commonly and generally deemed to be of the same quality as the Project.

ARTICLE*6

DUTIES AND POWERS OF THE OWNERS' ASSOCIATION

6.1 Duties and Powers. In addition to the duties and powers enumerated in the Articles, Bylaws, other Project Documents, or elsewhere in the Declaration, the Association, through its Board of Directors, shall have the power and authority to:

(a) Common Area. Maintain and otherwise manage the Common Area and all other real and personal property that may be acquired by the Association;

(b) Legal and Accounting Services. Obtain legal, accounting, and other services deemed by the Board, in its discretion, to be necessary or desirable in the operation of the Association and the Common Area;

(c) Easements. Subject to the limitations, if any, imposed by the Project Documents, grant easements where necessary for utilities, sewer facilities, and CATV on, under, over, through, upon, or across the Common Area to serve the Common Areas or any Lot;

(d) Employment of Managers. Employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, which such managers, persons, independent contractors, or managing agents may be related to or affiliated with the Declarant;

(e) Purchase Insurance. Purchase insurance for the Common Areas for risks, with companies, and in amounts as the Board shall determine necessary, desirable, or beneficial, subject to the provisions of Section 6.2 below;

(f) Other. Perform other acts authorized expressly or by implication under this Declaration and the Articles, By-laws, and the other Project Documents including, without limitation, the right to construct improvements on the Lots and Common Areas; and

(g) Enforcement. Enforce the provisions of this Declaration, the Articles, the By-Laws, and the other Project Documents by all legal means, including, without limitation, the expenditure of funds of the Association, the employment of legal counsel, the commencement of actions, and the establishment of a system of fines or penalties for the enforcement of this Declaration, the Articles, the By-Laws, and the other Project Documents.

6.2 Insurance.

(a) Liability Insurance. Comprehensive general liability insurance covering the Common Areas shall be purchased and obtained by the Board, or acquired by assignment from Declarant, promptly following the Board's election, and shall be maintained in force at all times. The premiums shall be paid out of the Association's funds. The insurance shall be carried with reputable companies authorized and qualified to do business in Arizona. The minimum amounts of coverage shall be $500,000 for personal injury to any one person, $1,000,000 for personal injury to any number of persons sustained in any one accident or mishap, and $100,000 property damage. The policy shall name as insureds the Owners, the Association (its directors, officers, employees, and agents in the scope of their employment), and the Declarant (its directors, officers, partners, employees, and agents in the scope of their employment) for so long as Declarant owns any Lot. This policy shall include, but need not be limited to, insurance against injury or damage occurring in or on the Common Area.

(b) Fire and Multi-Peril Insurance - Master Policy for Common Areas. A master or blanket fire and multi-peril insurance policy shall be purchased or obtained by the Board, or acquired by assignment from Declarant, promptly following the construction of any building or other similar permanent structure on the Common Area ("fire insurance policy"). Once purchased, obtained, or acquired, the fire insurance policy shall be maintained in force at all times. The premiums shall be paid out of the Association's funds. The fire insurance policy shall be carried with reputable companies authorized and qualified to do business in the State of Arizona, and shall insure against loss from fire and other hazards covered in the fire insurance policy, for the full insurable value of all of the permanent improvements upon the Common Areas. The fire insurance policy shall be in such amounts as shall be determined from time to time by the Board in its sole discretion. The fire insurance policy shall name the Declarant (for so long as Declarant owns a Lot), Association, and any First Mortgagee of the insured permanent improvements on the Common Area as insureds, as their respective interests may appear.

(c) Fire Insurance - Dwelling Units. The Association shall not be obligated to obtain property insurance, liability insurance, flood insurance, or any other type of insurance covering the Dwelling Units or the Lots. The procurement and maintenance of insurance on the Dwelling Units and the Lots shall be the sole obligation of the Owners of the respective Lot and Dwelling Unit.

(d) Other Insurance. The Board may purchase (but is not obligated to purchase) additional insurance as the Board may determine to be advisable or necessary including, but not limited to, workmen's compensation insurance, boiler explosion insurance, demolition insurance to remove improvements that are not rebuilt, flood insurance, fidelity bonds, director and officer liability insurance, and insurance on personal property owned by the Association. All premiums for these types of insurance and bonds shall be paid out of the Association's funds. The Association may assess the Owners in advance for the estimated cost of these types of insurance. By virtue of owning a Lot subject to this Declaration, each Owner covenants and agrees with all

other Owners and the Association that each Owner shall carry all-risk casualty insurance on the Dwelling Units. Without limiting any other provision of the Declaration, it shall be each Owner's sole responsibility to secure liability insurance, theft, fire, multi-peril, and other hazard insurance covering loss or damage to the Owner's personal property, Dwelling Unit, and any other insurance not carried by the Association which the Owner desires.

(e) General Provisions on Insurance. The Board of Directors of the Association is granted the authority to negotiate loss settlements with the appropriate insurance carriers covering insurance purchased and obtained by the Association pursuant to Paragraph 6.2. Any two (2) Directors of the Association may sign a loss claim form and release form in connection with the settlement of a loss claim, and their signatures shall be binding on the Association and the Members. Any policy of insurance obtained by the Association may contain a reasonable deductible. The deductible shall be paid by the party who would be responsible for the repair in the absence of insurance and, in the event multiple parties are responsible, the deductible shall be allocated in relation to the amount each party's loss bears to the total loss.

(f) Nonliability of Association. Notwithstanding the duty of the Association to obtain insurance coverage as stated in this Declaration, neither the Declarant (or its officers, directors, partners, or employees), Builder (or its officers, directors, partners, or employees), the Association, nor any director, officer, or agent of the Association shall be liable to any Owner or any other party if any risks or hazards are not covered by insurance or if the amount of insurance is not adequate, and it shall be the responsibility of each Owner to ascertain the coverage and protection afforded by the Association's insurance and to procure and pay for such additional insurance coverage and protection as the Owner may desire.

(g) Provisions Required. The comprehensive general liability insurance referred to in Subsection 6.2(a) and, if applicable, the fire insurance policy referred to in Subsection 6.2(b) shall contain the following provisions to the extent reasonably available at a reasonable cost.

(1) Any "no other insurance" clause shall exclude insurance purchased by any Owners or First Mortgagees;

(2) The coverage afforded by the policies shall not be brought into contribution or proration with any insurance which may be purchased by any Owners or First Mortgagees;

(3) The act or omission of any one or more of the Owners, or the Owner's Permittees shall not constitute grounds for avoiding liability on the policies and shall not be a condition to recovery under the policies;

(4) A "severability of interest" endorsement shall be obtained which shall preclude the insurer from denying the claim based upon negligent acts or omissions of the Association or Owners;

(5) Any policy of property insurance which gives the carrier the right to elect to restore damage in lieu of a cash settlement must provide that such an election is not exercisable without the prior written consent of the Association.

(6) Each insurer shall waive its rights to subrogate under each policy against the Association (and its directors, officers, agents, and employees) and the Owner (and the Owner's Permittees);

(7) A standard mortgagee clause shall be included and endorsed to provide that any proceeds shall be paid to the Association, for the use and benefit of First Mortgagees as their interest may appear, or endorsed to fully protect the interest of First Mortgagees and their successors and assigns; and

(8) An "Agreed Amount" and "Inflation Guard" endorsement shall be obtained, when available.

(h) FNMA Requirements. Notwithstanding anything to the contrary contained in this Section 6.2, the Association shall maintain any other form or type of insurance as may be required from time to time by any applicable guidelines issued by any Institutional Guarantor.

6.3 Damage and Destruction - Reconstruction. In the event of damage or destruction of any improvements upon the Common Areas, the Board shall obtain bids and contract for repair or reconstruction of these improvements. If the proceeds of any insurance policies payable as a result of the damage or destruction together with the amounts paid by a responsible Owner under Section 5.2 of this Declaration are insufficient to complete the repair or reconstruction, the deficiency shall be the subject of a special assessment against all Lots if approved by a vote of the Owners as provided in Section 4.4. In the event that the cost of repairing or reconstructing the improvements in and upon the Common Area exceeds the available insurance proceeds and the responsible Owner's payment under Section 5.2, and in the event that the Members fail to approve a special assessment to cover the deficiency, the Board shall cause any remaining portion of the improvement which is not usable (as determined by the Board in its sole discretion) to be removed and the area cleared and landscaped in a manner consistent with the appearance of the remainder of the Project. In the event that fire or other casualty substantially destroys a Dwelling Unit or other structure on any Lot, the Owner of the Lot shall repair or replace the Dwelling Unit or other structure. If the replacement is not commenced and completed within a reasonable period of time by the Owner, the Board may elect to demolish and remove the damaged Dwelling Unit or structure and clean or landscape the applicable portion of the Lot until the Owner elects to repair or replace the Dwelling Unit or structure. The cost of the demolition and other work performed by or at the request of the Association shall be added to the assessments charged to the Owner of that Lot and shall be promptly paid to the Association by that Owner.

6.4 Other Duties and Powers. The Association, acting through the Board and if required by this Declaration or by law or if deemed necessary or beneficial by the Board for the operation of the Association or enforcement of this Declaration, shall obtain, provide, and pay for any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, or insurance, or pay any taxes or assessments. If, however, any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments are specifically provided or apply to particular Lots, the cost shall be specially assessed to the Owners of these Lots. The Association may likewise pay any amount necessary to discharge any lien or encumbrance levied against any or all the Lots which may, in the sole discretion of the Board, constitute a lien against the Common Area. If one or more Owners is responsible for the existence of such a lien, however, they shall be jointly and severally liable for the cost of discharging it, and any costs incurred by the Association by reason of the lien or liens shall be specially assessed to the Owners. The Association may exercise any other right or privilege given to it by the Project Documents and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it in the Project Documents or reasonably necessary to effectuate any such right or privilege.

6.5 Association Rules. By a majority vote of the Board, the Association may, from time to time and subject to the provisions of this Declaration, adopt, amend, and repeal rules and regulations. The Association Rules may restrict and govern the use of any area by any Owner or the Owner's Permittees or the Owner's pets and additionally may establish a system of fines and charges for violations of the Project Documents; however, the Association Rules may not discriminate among Owners. A copy of the Association Rules, as they may from time to time be adopted, amended, or repealed, shall be available for inspection by the Members at reasonable times. The Association Rules shall not be interpreted in a manner inconsistent with this Declaration or the Articles or Bylaws, and, upon adoption, the Association Rules shall have the same force and effect as if they were set forth in full and were a part of this Declaration.

ARTICLE*7

FENCES AND WALLS

7.1 Fences and Walls. Except as may be installed by the Declarant or the Builder, no boundary or enclosure fence or wall, other than the wall of the Dwelling Unit constructed on the Lot, may be constructed on any Lot without the prior approval of the Architectural Committee, and no boundary or enclosure fence or wall may be modified from its original height and condition without the prior approval of the Architectural Committee. In addition, no fence or wall of the type described in the previous sentence, located behind the rear wall of the residence, shall be less than five feet in height. For purposes of this Article 7, the fences or walls described above shall be called a "Fence" or "Fences". Notwithstanding the foregoing, any prevailing governmental regulations shall take precedent over these restrictions if the governmental regulations are more restrictive. Unless otherwise approved by the Architectural Committee, all Fences and any materials used for Fences dividing, or defining the Lots must be of

wood or wrought iron as initially installed by the Declarant or Builder and must be erected in a good, workmanlike and timely manner.

7.2 Encroachments. Declarant and Builder shall endeavor to construct all Fences upon the dividing line between the Lots. By virtue of accepting a deed for a Lot (whether or not it is expressed in the deed of conveying instrument) or otherwise becoming an "Owner", all Owners acknowledge and accept that the Fences installed by Declarant may not be exactly upon the dividing line, but rather may be near or adjacent to the dividing line because of minor encroachments, minor engineering errors, or because existing easements or utility lines prevent a Fence from being located on the dividing line. With respect to any Fence not located exactly on a dividing line between Lots but located near or adjacent to the dividing line, an Owner of a Lot shall have and is granted a permanent and exclusive easement over any property immediately adjoining the Owner's Lot up to the center line of the Fence for the sole use and enjoyment of that Owner.

7.3 Maintenance and Repair of Fences. All Fences constructed upon or near the dividing line between the Lots shall be maintained in good condition and repaired at the joint cost and expense of the adjoining Lot Owners. Fences constructed upon the back of any Lot which do not adjoin any other Lot shall be maintained and repaired at the sole cost and expense of the Lot Owner upon whose Lot (or immediately adjacent to whose Lot) the Fence is installed. In the event any dividing line Fence is damaged or destroyed by the act or acts of one of the adjoining Lot Owners or the adjoining Lot Owner's Permittees (whether or not such act is negligent or otherwise culpable), the adjoining Lot Owner shall be responsible for the damage and shall promptly rebuild and repair the Fence to its prior condition, at that Owner's sole cost and expense. All gates shall be no higher than the adjacent Fence. Except as may otherwise be provided in this Declaration, the general rules of law regarding party walls and fences shall be applied to any dispute or problem.

7.4 Easement for Repair. For the purpose of repairing and maintaining any Fence located upon the dividing line between Lots (or located near or adjacent to the dividing line), a permanent and non-exclusive easement not to exceed five (5) feet in width is created and reserved over the portion of every Lot or Common Area immediately adjacent to any Fence.

7.5 Fence Design and Color. The exterior appearance, color, or finish of the side of any Fence that is visible from any street located within or adjacent to the Property may not be modified from the condition originally constructed by the Declarant or Builder unless approved by the Architectural Committee. The design, material, or construction of any Fence may not be altered or changed without the approval of the adjoining Owners, if any, and the Architectural Committee. Without limiting the preceding portions of this Section 7.5, a Fence may not be painted or modified without the prior approval of the Architectural Committee.

ARTICLE*8

USE RESTRICTIONS

In addition to all other covenants and restrictions contained in this Declaration and the other Project Documents, the use of the Common Areas, Lots, and the Dwelling Units is subject to the following.

8.1 Restricted Use. Except as otherwise provided in this Declaration a Lot shall be used only by a Single Family and only for Single Family Residential Use. All construction on any Lot shall be restricted to single-family houses and related improvements.

8.2 Business and Related Uses No Lot shall ever be used, allowed, or authorized to be used in any way, directly or indirectly, for any business (except "Home Occupations" as defined by and in accordance with the standards established in the Land Development Code) , commercial, manufacturing, industrial, mercantile, storage, vending, or other similar uses or purposes; however, Declarant and Builders and its agents, successors, or assigns may use the Property or Lots for any of the foregoing uses as may be required, convenient, or incidental to the construction and sale of Dwelling Units, including, without limitation, a business office, management office, storage area, construction yard, signage, a model site or sites, and display and sales office during the construction and sales period. The foregoing restriction shall not prevent an Owner from conducting his or her personal affairs on the Lot or in the Dwelling Unit and shall not be deemed to prevent an Owner from using the Dwelling Unit for business purposes which: (i) utilize a minimal portion of the Dwelling Unit; (ii) do not result in the use of the Dwelling Unit for business meetings, appointments, gatherings, or day care; (iii) do not result in shipping or receiving from or to the Dwelling Unit; and (iv) do not otherwise violate local zoning and use laws.

8.3 Signs. No emblem, logo, sign, or billboard of any kind shall be displayed on any of the Lots or Common Areas so as to be Visible From Neighboring Property, except for: (i) signs used by Declarant and Builders to advertise the Lots or living units on the Lots for sale or lease; (ii) signs on the Common Area as may be placed and approved by the Declarant, during the period of Declarant Control, or by the Architectural Committee, after the period of Declarant Control; (iii) one sign having a total face area of five (5) square feet or less advertising a Lot and Dwelling Unit for sale or rent placed in a location designated by the Architectural Committee; (iv) any signs as may be required by legal proceedings; and (v) signs (including political signs and symbols) as may be approved in advance by the Architectural Committee in terms of number, type, and style. The foregoing will not be deemed to prevent the right of an Owner to display religious and holiday signs, symbols, and decorations of the type customarily and typically displayed inside or outside single family residences, subject to the authority of the Association to adopt reasonable time, place, and manner restrictions for the purpose of minimizing damage and disturbance to other Owners (including disturbance from pedestrian and vehicle traffic coming on the Project to view the signs, symbols, and decorations).

8.4 Noxious or Offensive Activities. No noxious or offensive activity shall be engaged in (or permitted to be engaged in) on any Lot. No act or use may be performed on any Lot which is or may become an annoyance or nuisance to the neighborhood generally or other Owners specifically, or which interferes with the use and quiet enjoyment of any of the Owners and of the Owner's Lot. No Owner shall permit any thing or condition to exist upon any property which shall induce, breed, or harbor infectious plant diseases or infectious or noxious insects.

8.5 Restricted Residences. Except as originally constructed by the Declarant and Builders as part of the original construction of the Dwelling Unit and related improvements, no Ancillary Units shall be constructed or maintained on any Lot at any time, unless the type, size, shape, height, location, style, and use of the Ancillary Unit, including all plans and specifications and materials for the Ancillary Unit, are approved by the Architectural Committee pursuant to Article 9 below prior to the commencement of construction. All Ancillary Units approved by the Architectural Committee for construction on a Lot must be constructed solely from new materials and must be constructed in compliance with all local and municipal codes, ordinances, and stipulations applicable to the Project and all restrictions contained in the Project Documents. Any Ancillary Unit that has been constructed without the prior approval of the Architectural Committee or in violation of any provision of the Project Documents or any local or municipal codes, ordinances, and stipulations must be removed upon notice from the Association at the sole loss, cost, and expense of the constructing Owner.

8.6 Roofs and Roof Mounted Equipment. All original and replacement roofs for all Dwelling Units located within the Property must be made of materials approved by the Architectural Committee. Solar energy panels, solar energy devises, swamp coolers, air conditioning units, or other cooling, heating, or ventilating systems may not be installed on the roof of any Dwelling Unit or Ancillary Unit or in any other area of a Lot that is Visible From Neighboring Property, except in the areas as originally installed by the Declarant or Builder, unless otherwise approved by the Architectural Committee

8.7 Animals. No animals, livestock, horses, birds, or poultry of any kind shall be raised, bred, or kept on or within any Lot or structure on a Lot; however, an Owner may keep up to two (2) dogs or two (2) cats or two (2) other common household pets or two (2) of any combination of dogs, cats, or other common household pets in the Dwelling Unit or in an enclosed Private Yard if permitted under local zoning ordinances. Additional pets are prohibited unless approved in advance by the Board. The foregoing restriction will not apply to fish contained in indoor aquariums. These permitted types and numbers of pets shall be permitted for only so long as they are not kept, bred, or maintained for any commercial purpose and for only so long as they do not result in an annoyance or nuisance to other Owners. No permitted pets shall be permitted to move about unrestrained in any Public Yard of the Owner's Lot or any other Lot, Common Area, or any public or private street within the Project. Each Owner shall be responsible for the immediate removal and disposal of the waste or excrement of all the Owner's pets from the Public Yard of the Owner's Lot or any other Lot, Common Area, or public or private streets. Owners shall be liable for all damage caused by their pets. The Board may

establish a system of fines or charges for any infraction of the foregoing, and the Board will be the sole judge for determining whether a pet is a common household pet or whether any pet is an annoyance or nuisance.

8.8 Drilling and Mining. No oil or well drilling, oil development operations, oil refining, quarrying, or mining operations of any kind, shall be permitted upon or in any Lot. No oil wells, tanks, tunnels, or mineral excavations or shafts shall be permitted upon the surface of any Lot. No derrick or other structure designed for use in boring for water, oil, or natural gas shall be erected, maintained, or permitted upon any lot.

8.9 Trash. All rubbish, trash, and garbage shall be regularly removed from the Lots and shall not be allowed to accumulate on any Lot. In the case of an Owner who allows trash to accumulate on the Owner's Lot, the Association may arrange and contract for the removal and cleanup of the trash, and the costs shall become a special assessment to that Owner. No incinerators shall be kept or maintained on any Lot. Refuse containers may be placed on a Lot so as to be Visible From Neighboring Property only on trash collection days and then only for the shortest period of time reasonably necessary for trash collection. Except as permitted in the previous sentence, refuse containers shall be stored in the enclosed garage or on another portion of the Lot that is not Visible from Neighboring Property.

8.10 Woodpiles and Storage Areas. Woodpiles and open storage areas may not be maintained upon any Lot, unless located in the Private Yard and appropriately screened from view from Neighboring Property, Common Areas, public and private streets by gates, walls, shrubs, or other approved landscaping or screening devises. Appropriate screening requirements shall consider the topography of the area and will be reasonably applied. The Architectural Committee will be the sole judge as to what constitutes an object requiring screening and what measures may be required to screen the offending object. The Architectural Committee shall be the final decision in any disputes over screening requirements. Covered or uncovered patios may not be used for storage purposes whether or not visible from Neighboring Property.

8.11 Antennas. Except as originally installed by the Declarant or Builder as approved by the Architectural Committee, no external radio, television antenna, or satellite dish may be installed or constructed on any Lot or on the roof of any Dwelling Unit or permitted Ancillary Unit in any manner that will make the external radio or television antenna or satellite dish Visible From Neighboring Property.

8.12 Windows and Window Covering. Sheets, newspapers, and similar items may not be used as temporary window coverings. No aluminum foil, reflective screens, awnings, reflective glass, mirrors, or similar reflective materials of any type shall be placed or installed inside or outside of any windows of a Dwelling Unit or Ancillary Unit without the prior written approval of the Architectural Committee. No air conditioners, swamp coolers, or similar units may be placed in any window of a Dwelling Unit or Ancillary Unit so as to be Visible From Neighboring Property, unless approved by the Architectural Committee.

8.13 Leasing. Nothing in the Declaration shall be deemed to prevent the leasing of a Lot and Dwelling Unit to a Single Family from time to time by the Owner of the Lot, subject to all of the provisions of the Project Documents. Any Owner who leases his Lot and Dwelling Unit shall promptly notify the Association and shall advise the Association of the terms of the lease and the name of each lessee.

8.14 Encroachments. No tree, shrub, or planting of any kind on any Property shall be allowed to overhang or otherwise to encroach upon any neighboring Lot, sidewalk, street, pedestrian way, or other area from ground level to a height of less than four (4) feet.

8.15 Machinery. No machinery of any kind shall be placed, operated, or maintained upon or adjacent to any Lot or Common Area other than machinery that is usual and customary in connection with the use, maintenance, or construction of a Dwelling Unit, appurtenant structures, or other improvements, and other than machinery which Declarant or the Association may require for the operation and maintenance of the Property.

8.16 Restriction on Further Subdivision and Time-Shares. No Lot shall be further subdivided or separated into smaller lots or parcels by any Owner, and no portion less than all of any such Lot shall be conveyed or transferred by any Owner without the prior written approval of the Board. No Owner shall transfer, sell, assign, or convey any time share in any Lot, and any such transaction shall be void.

8.17 Increased Risk. Nothing shall be done or kept in or on any Lot, Dwelling Unit, or Common Area which will increase the rate of insurance on the Common Area without the prior written consent of the Board. No Owner shall permit anything to be done or kept on or in the Owner's Lot, Dwelling Unit, or in the Common Area which will result in the cancellation of insurance on any Dwelling Unit or any part of the Common Area or which would be in violation of any law.

8.18 Drainage Plan. No Dwelling Unit, Ancillary Unit, pool, concrete area, or landscaping shall be constructed, installed, placed, or maintained on any Lot or Common Area in any manner that would obstruct, interfere, or change the direction or flow of water in accordance with the drainage plans for the Project, Drainage/Park Tracts, or any Lot on file with the county or municipality in which the Project is located.

8.19 Clothes Drying Facilities and Basketball Structures. Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed, or maintained on any Lot unless they are erected, placed, or maintained in a Private Yard in such a manner as to not be Visible From Neighboring Property. Basketball hoops, backboards, and structures and other elevated sport structures shall not be allowed.

8.20 Outdoor Burning and Lighting. There shall be no outdoor burning of trash, debris, wood, or other materials. The foregoing, however, shall not be deemed to prohibit the use of normal residential barbecues or other similar outside cooking grills so long as they are of the

lidded cooker variety Except as originally installed by the Declarant or as otherwise approved by the Architectural Committee, no spotlights, flood lights, or other high intensity lighting shall be placed or utilized upon any Lot so that the light is directed or reflected on any Common Area or any other Lot Additionally, the Architectural Committee may adopt reasonable time, place, manner, and amount restrictions on exterior Christmas lights and other exterior holiday lights.

8.21 Fuel Tanks. No fuel tanks of any kind shall be erected, placed, or maintained on the Property except for propane or similar fuel tanks permitted under the ordinances of the county or municipality having jurisdiction over the Property.

8.22 Hazardous Wastes. Except as may be necessary for normal household, landscaping, or automotive uses, no Owner shall permit any hazardous wastes (as defined under all applicable federal and state laws), asbestos, asbestos containing material, or any petroleum products or by-products to be kept, dumped, maintained, stored, or used in, on, under, or over any Lot. No gasoline, kerosene, cleaning solvents, or other flammable liquids may be stored in the Common Area.

8.23 Commercial and Recreational Vehicles. No commercial truck, semitrailer, wagon, freight trailer, boat trailer, automobile trailer, camper, camper shell, mobile home, motor home, boat, dune buggy, all-terrain vehicle, or similar commercial or recreational equipment or vehicle (whether or not equipped with any sleeping quarters) (collectively referred to in this Declaration as "commercial or recreational vehicles") that is owned, leased, or used by an Owner of any Lot within the Project or the Owner's Permittees shall be parked upon a Lot within the Project, unless: (i) the commercial or recreational vehicles are located in an enclosed garage located on the Owner's Lot or are located on the Owner's Lot in an additional vehicle parking area of the type described in Section 8.24 below; or (ii) the commercial or recreational vehicles are parked on any public or private street within the Project on a Nonrecurring And Temporary Basis. The provisions of this Section 8.23 do not apply to family vehicles.

8.24 Garages and Parking of Family Vehicles. Each Lot shall have at least one (1) garage that will be used by the Owner of the Lot for parking of family vehicles or any of the commercial or recreational vehicles of the type described in Section 8.23 above and for household storage purposes only. The garage door will be maintained by the Owner in good and functioning order and will remain closed except while the garage is in use for cleaning, entry, and exit. No garage may be used for storage or any other use which restricts or prevents the garage from being used for parking family vehicles or commercial or recreational vehicles. Additional family vehicles that can not be parked in the garage located on the Lot may be parked in the driveway or in any additional vehicle parking area so long as the family vehicles are operable and are, in fact, operated from time to time. All plans and specifications for any additional vehicle parking area located in an Enclosed Side Yard must be approved in writing by the Architectural Committee prior to any construction or installation. A "family vehicle" means any domestic and foreign cars, station wagons, sport wagons, non-commercial pick-up trucks, vans, mini-vans, jeeps, sport utility vehicles, motorcycles, and similar non-commercial and non-recreational vehicles used by the Owner of the applicable Lot or the Owner's Permittees for family and domestic purposes, and a

"family vehicle" does not include any of the commercial or recreational vehicles described above. Notwithstanding any less restrictive local or municipal codes, ordinances, or stipulations, family vehicles may be parked in any public or private street within the Project only on a Nonrecurring And Temporary Basis, and no other on-street parking is permitted within the Project.

8.25 Vehicle Repairs. Routine maintenance and repairs of family vehicles or commercial or recreational vehicles may be performed within an enclosed garage but not on the driveway located on a Lot or any public or private streets within the Project. No vehicles of any type may be constructed, reconstructed, or assembled anywhere on any Lot. Without limiting the provisions of Sections 8.23 or 8 24 above, no family vehicle or commercial or recreational vehicle shall be permitted to be or remain anywhere on any Lot (including in an enclosed garage) in a state of disrepair or in an inoperable condition.

8.26 Minimum Dwelling Unit Size. No Single-Family detached dwelling unit shall be constructed on a Lot so as to contain less than 800 net livable square feet. No Multi-Family or attached dwelling unit shall be constructed on a Lot so as to contain less than 600 net livable square feet. The term "net livable square feet" will mean the area, measured in square feet, of the interior and enclosed living area of a single family residence, excluding any garages and covered patios and balconies.

8.27 Ponderosa Pines. Any removal or replacement of the Ponderosa Pine trees will require the approval of the Architectural Committee and the City of Flagstaff.

8.28 Setbacks. No portion of any Dwelling Unit or any Ancillary Unit may be located within the following setback areas: front yard - minimum of 25 feet from the back of sidewalk, rear yard - minimum of 25 feet, side yards - minimum of 8 feet each, except that an exterior (street side) side yard shall be 15 feet. Special setback requirements may apply to lots that are 40% or more encumbered by slopes in excess of 17% slope, these special circumstances will be addressed at the time that the particular building envelope for a given lot is determined and approved by the City of Flagstaff. Notwithstanding the foregoing, any prevailing governmental regulations shall take precedent over these restrictions if the governmental regulations are more restrictive.

8.29 Height Restrictions. Any Dwelling Unit or Ancillary Unit constructed on any Lot is limited to a maximum height of 35 feet unless otherwise limited by the City of Flagstaff Land Development Code.

8.30 Mailboxes. Except when originally installed by the Declarant or Builder, no mailboxes, mail posts, or similar items for the receipt of mail or deliveries will be installed, constructed, or placed on a Lot unless the location, design, height, color, type, and shape are approved by the Architectural Committee.

8.31 Declarant's and Builder's Exemption. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant or Builder, or

its duly authorized agents, of model homes, structures, improvements, or signs necessary or convenient to the construction, development, identification, sale, or lease of Lots or other property within the Project

ARTICLE*9

ARCHITECTURAL CONTROL

9.1 Architectural Approval. No Dwelling or Ancillary Unit may be constructed or maintained on any Lot, and no exterior addition, change, or alteration may be made to any Dwelling Unit or approved Ancillary Unit located on a Lot, until all plans and specifications showing the nature, type, size, style, color, shape, height, location, materials, floor plan, approximate cost, and other material attributes are submitted to and approved in writing by the Architectural Committee as to harmony and compatibility of external design and location in relation to surrounding structures, landscaping, topography, and views from neighboring Lots. Without limiting the generality of the preceding sentence, the prior approval of the Architectural Committee also will be necessary for all landscaping installed by the Owner under Section 5.5, all roof mounted equipment of the type described in Section 8.6, all window coverings of the type described in Section 8.12 above, all additional vehicle parking areas located in any Enclosed Side Yard of the type described in Section 8.23 above, and all mailboxes of the type described in Section 8.30. Unless a different time period is specified in this Declaration, in the event the Architectural Committee fails to approve or disapprove the plans and specifications within ten (10) days after complete and legible copies of the plans and specifications have been submitted to the Association, the application shall be deemed approved. All decisions of the Architectural Committee shall be final. All approvals of the Architectural Committee are intended to be in addition to, and not in lieu of, any required municipal or county approvals or permits, and Owner is solely responsible to ensure conformity with municipal and county building codes and building permits, if applicable.

9.2 Appointment of Architectural Committee. Declarant shall initially appoint the Architectural Committee which shall consist of not less than three (3) persons, who shall hold office whenever there is a Class B member. If an Architectural Committee is not appointed, the Board shall serve as the Architectural Committee. When there is no Class B member, the Architectural Committee shall be composed of the Board or by three (3) or more representatives appointed by the Board. Representatives of the Architectural Committee need not be Members of the Association. In the event of the inability, failure to serve, or the resignation of any member of the Architectural Committee prior to the time when the Board is vested with the authority to appoint the Architectural Committee, Declarant shall have the right to appoint such member's successor.

9.3 Architectural Committee Rules. The Architectural Committee, by unanimous vote or unanimous written consent, may adopt, amend, and repeal rules and regulations regarding the architectural style, nature, kind, shape, height, materials, exterior colors,

surface texture, and location of any improvement on a Lot. These rules and regulations shall be called the Architectural Committee Rules. The Architectural Committee Rules shall not be interpreted in a manner which is inconsistent with the Declaration, the Articles, the Bylaws, or the Plat, and, upon adoption, the Architectural Committee Rules shall have the same force and effect as if they were set forth in full and were part of this Declaration.

9.4 Limited Effect of Approval. The approval by the Architectural Committee of any plans, drawings, or specifications for any work done or proposed, or for any other matter requiring prior written approval by virtue of this Declaration or any other Project Documents, shall not be deemed to constitute a waiver of any requirement or restriction imposed by the City of Flagstaff any other law or requirement or restriction imposed by this Declaration and shall not be deemed an approval of the workmanship or quality of the work or of the integrity or sufficiency of the plans, drawings, or specifications.

ARTICLE*10

RESERVATION OF EASEMENTS

10.1 Public Utility Easements. Declarant grants and creates a permanent and non-exclusive easement upon, across, over, and under those portions of the Lots and Common Area depicted and described on the Plat as a public utility easement or p.u.e. for the installation and maintenance of utilities servicing the Project, including electricity, telephone, water, gas, cable television, drainage facilities, sanitary sewer, or other utility lines. The provider utility company and municipality without the necessity of any additional recorded easement instrument may use all public utility easements depicted and described on the Plat. While it holds a Class B membership, the Declarant may permit, through a recorded instrument, any person to use the public utility easement for the installation and maintenance of utilities servicing any neighboring property. The public utility easement described in this Section 10.1 shall not affect any other recorded easements, and the term of this public utility easement shall be perpetual. All utilities and utility lines shall be placed underground, except for the existing transmission facilities. No provision of this Declaration shall be deemed to forbid the use of temporary power or telephone structures incident to the construction of buildings or structures as needed by the Declarant.

10.2 Temporary Construction Easements. During the period of Declarant's and Builder's construction activities within the Project, Declarant and Builder reserve a non-exclusive easement for the benefit of themselves, their agents, employees, and independent contractors on, over, and under any reasonably necessary portion of the Common Area and the Lots that are not owned by the Declarant to construct improvements on the Common Area or on any adjoining Lots owned by the Declarant. This temporary construction easement will terminate automatically upon Declarant's completion of all construction activities at the Project. In utilizing this temporary construction easement, Declarant shall not be liable or responsible for any damage to any landscaping or improvements located within the temporary construction easement; however,

Declarant shall use (and cause its agents, employees, and independent contractors to use) reasonable care to avoid damage to any landscaping or improvements.

10.3 Easement for Encroachments. Without limitation of the easement created under Section 7.2 above, each Lot and the Common Area shall be subject to a reciprocal and appurtenant easement benefiting and burdening, respectively, the Lot or Common Area for minor encroachments created by construction, settling, and overhangs as originally designed or constructed by Declarant or Builder. This easement is perpetual and non-exclusive. This easement for encroachments and maintenance is reserved by Declarant by virtue of the recordation of this Declaration for the benefit of the encroaching Lot and its Owner or the Association, as applicable.

10.4 Easements for Ingress and Egress. A perpetual and non-exclusive easement for pedestrian ingress and egress is created and reserved by Declarant for the benefit of the Declarant, all Owners, and the Owner's Permittees over, through, and across sidewalks, paths, walks, and lanes as from time to time may be constructed in the Common Area or in public rights-of-way. Additionally, a perpetual and non-exclusive easement for vehicular ingress and egress is created and reserved by Declarant for the benefit of the Declarant, all Owners, and the Owner's Permittees over and across any Common Area, sidewalks, or easements located between the driveway of a Lot and any public or private street.

10.5 Water Easement. Without limiting any other provision of this Declaration or the Plat, there is granted to the City of Flagstaff a permanent, non-exclusive, and blanket easement across the Property for the purpose of installing, repairing, reading, and replacing water meter boxes.

10.6 Drainage Easement. Declarant grants to and for the benefit of the City of Flagstaff and the Association a perpetual and non-exclusive easement in, over, through, across, and under the surface of the Drainage/Park Tracts for the purpose of accepting storm water from the Project and installing, maintaining, and repairing drainage pipes, lines, drains, and other drainage facilities (together with the right to ingress and egress to perform the installation, maintenance, or repair). This is not meant to imply that the City of Flagstaff has any responsibility for maintenance of the drainage facilities. Responsibility for maintenance of all drainage facilities shall be the Homeowners Association's. No buildings or similar structures may be erected on the Drainage Tract. All landscaping and recreational improvements, if any, installed in the Drainage/Park Tracts will be maintained by the Association.

10.7 Vehicular Non-Access. To the extent depicted and described by the Plat, if at all, along Pioneer Trail, Declarant grants to the City of Flagstaff a non-exclusive vehicular non-access easement across the one (1) foot portion of the Property described on the Plat. No vehicles may come across or over these easement areas to access any adjoining streets or real property. This easement shall be perpetual unless and until abandoned by resolution of the City of Flagstaff.

10.8 Resource Protection Easement. All existing trees, slopes and floodplains located outside the disturbable "Building Envelope" shall be deemed "protected resources", in perpetuity, and as such are encumbered by a general "Resource Protection Easement". These Resource Protected areas may not be altered without the express permission of the Architectural Committee and the City of Flagstaff. Unauthorized tree removal or intentional damage to trees or clearing of sites is a misdemeanor and subject to remedies and penalties and penalties specified in the Land Development Code.

ARTICLE*11

GENERAL PROVISIONS

11.1 Enforcement. The Association, in the first instance, or any Owner, should the Association fail to act within a reasonable time, shall have the right to enforce, by any proceeding at law or in equity, all covenants and restrictions now or hereafter imposed by the provisions of this Declaration, or any amendment to this Declaration or by the Articles of Incorporation, Bylaws, or other Project Documents. Failure of the Association or any Owner to enforce any covenant and reservation in this Declaration or in the other Project Documents shall not be deemed a waiver of the right to do so thereafter. No act or omission by Declarant or Builder shall act as a waiver or defense to the enforcement of this Declaration by the Association or any Owner Deeds of conveyance of the Property, or any part of the Property, may incorporate the covenants and restrictions by reference to this Declaration; however, each and every covenant and restriction shall be valid and binding upon the respective grantees whether or not any reference is made in the deed or conveying instrument. Violators of any one or more of the covenants and restrictions may be restrained by any court of competent jurisdiction and damages awarded against such violators. The remedies established in this Declaration may be exercised jointly, severally, cumulatively, successively, and in any order. A suit to recover a money judgment for unpaid Assessments, interest, rent, costs, attorney fees, or an other amount due, to obtain specific performance, or to obtain injunctive relief may be maintained without the foreclosing, waiving, releasing, or satisfying the liens created under this Declaration.

11.2 General Provisions on Condemnation. If an entire Lot is acquired by eminent domain, or if part of a Lot is acquired by eminent domain leaving the Owner with a remnant which may not practically be used for the purposes permitted by this Declaration, the award shall compensate the Owner for his/her Lot and its interest in the Common Area, whether or not any Common Area interest is acquired by the condemning party. Upon acquisition by condemnation of an entire Lot, unless the condemnation decree provides otherwise, the affected Lot's entire Common Area interest, vote, and membership in the Association, and all common expense liabilities, will be automatically reallocated to the remaining Lots in the Project in proportion to the respective interests, votes, and liabilities of those Lots prior to the taking, and the Association shall promptly prepare, execute, and record an amendment to the Declaration reflecting these reallocations. For purposes of this Section, an Owner, by acceptance of a Lot or any interest in a Lot, shall be deemed to have appointed the Association as their attorney-in-fact

for the purposes of amending, executing, and recording the Declaration. Any remnant of a Lot remaining after the taking under this Section 11.2 shall be deemed a part of the Common Areas.

11.3 Partial Condemnation of Lot. Except as provided in Section 11.2, if a part of a Lot is acquired by eminent domain, the award shall compensate the Owner for the reduction in value and its interest in the Common Areas. Upon a taking, the Lot's interest in the Common Areas, votes, and membership in the Association, and all common expense liabilities, shall remain the same as that which existed before the taking, and the condemning party shall have no interest in the Common Areas, votes, or membership in the Association, or liability for the common expenses.

11.4 Condemnation of Common Area. If a portion of the Common Areas is acquired by eminent domain, the award shall be paid to the Association. The Association shall cause the award to be utilized for the purpose of repairing and restoring the Common Area, including, if the Board deems it necessary or desirable, the replacement of any improvements. Any portion of the award not used for any restoration or repair of the Common Area shall be divided among the Owners and first Mortgagees in proportion to their respective interests in the Common Areas prior to the taking, as their respective interests may appear.

11.5 Severability. Invalidation of any one or any portion of these covenants and restrictions by judgment or court order shall not affect the validity of any other provisions of the Project Documents, which shall remain in full force and effect.

11.6 Term. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years for so long as the Lots continue to be used for Single Family Residential Uses or unless terminated at the end of the initial or extended term by an affirmative vote of the Owners of ninety percent (90%) of the Lots entitled to vote.

11.7 Amendment. This Declaration and/or the Plat (amendment of the recorded Plat will require City of Flagstaff approval) may be amended as provided in this Declaration; however, no amendment may change the ratio of assessments without prior written approval of the holders of all First Mortgages on not less than two-thirds (2/3) of the Lots. During the first twenty (20) year term of this Declaration and except as otherwise provided in Section 11.11, amendments shall be made only by a recorded instrument executed on behalf of the Association by an officer of the Association designated for that purpose or, in the absence of designation, by the President of the Association, and any amendment shall be deemed adopted if approved by the vote of not less than two-thirds (2/3) of the Members cast in person or proxy at a regular or special meeting. After the initial twenty (20) year period, amendments shall be made by a recorded instrument approved and adopted by the vote of not less than two-thirds (2/3) of the Members cast in person or by proxy at a regular or special meeting, and the amendment shall be executed on behalf of the Association by an officer of the Association designated for the purpose or, in the absence of designation, by the President of the Association. Subject to any limitation described in

Section 11.11 below, Declarant unilaterally may amend this Declaration or Plat or the other Project Documents prior to the recordation of the first deed for any Lot within the Project to an Owner other than Declarant or the recordation of a contract to sell a Lot to an Owner other than Declarant.

11.8 Government Financing. If the financing of any Institutional Guarantor is applicable to the Property, any amendment to the Declaration made by the Declarant pursuant to the last sentence of Section 11.7 and any annexation amendment made by the Declarant pursuant to Section 12.2 shall either: (i) contain the approval of the Institutional Guarantor; or (ii) an affidavit that the Institutional Guarantor's approval has been requested in writing and that it has not either approved or disapproved the amendment or annexation within thirty (30) days of Declarant's request.

11.9 Construction. This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan and scheme for the development of a residential subdivision consisting of Single Family Dwelling Units and Common Area with maintenance as provided in this Declaration and the other Project Documents. The provisions of this Declaration shall be construed in a manner, which will effectuate the inclusion of additional lots pursuant to Article 12. Section and Article headings have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction. All terms and words used in this Declaration (including any defined terms) regardless of the number and gender in which they are used shall be deemed and construed to include any other number and any other gender as the context or sense of this Declaration may require, with the same effect as if such number and words had been fully and properly written in the required number and gender. Whenever the words and symbol "and/or" are used in this Declaration, it is intended, if consistent with the context, that this Declaration be interpreted and the sentence, phrase, or other part be construed in both its conjunctive and disjunctive sense, and as having been written twice, once with the word "and" inserted, and once with the word "or" inserted, in the place of words and symbol "and/or." Any reference to this Declaration shall automatically be deemed to include all amendments to this Declaration.

11.10 Notices. Any notice permitted or required to be delivered may be delivered either personally, by mail or by express delivery service. If delivery is made by mail, it shall be deemed to have been delivered and received two (2) business days after a copy of the notice has been deposited in the United States mail, postage prepaid, addressed to each person at the address given by such person to the Association for the purpose of service of such notice. If delivery is made by express delivery service, it shall be deemed to have been delivered and received on the next business day after a copy of the notice has been deposited with an "overnight" or "same-day" delivery service, properly addressed. This address may be changed from time to time by notice in writing received by the Association. If an Owner fails to provide the Association with an address for purposes of receiving notices, the address of any Dwelling Unit owned by the Owner may be used in giving the notice.

11.11 General Declarant Rights. Declarant specifically reserves the right to construct such improvements to the Lots or Common Area as are consistent with this Declaration or the Plat and to change the unit mix (product type, not density) of the Lots described in the Declaration or the Plat (amendment of the recorded Plat will require City of Flagstaff approval), without the vote of any Members. Declarant also reserves the right, during any period of Declarant Control, to amend the Declaration or Plat without the vote of any Members to comply with applicable law or correct any error or inconsistency in the Declaration provided the amendment does not materially and adversely affect the rights of any Owner. Declarant reserves the right, during any period of Declarant Control, to amend the Declaration to conform with any rules or guidelines of any Institutional Guarantor. Declarant reserves the right, during any period of Declarant Control, without the vote of any Members (but with the consent of the Institutional Guarantor, if applicable), to withdraw the Property or portions of the Property from this Declaration and subdivide Lots, convert Lots into Common Areas, and convert Common Area into Lots.

11.12 Management Agreements. Any management agreement entered into by the Association or Declarant may be made with an affiliate of Declarant and shall be terminable by the Association with or without cause and without penalty upon thirty (30) days written notice, and the term of any management agreement entered into by the Association or Declarant may not exceed one year, renewable by affirmative agreement of the parties for successive periods of one year or less.

11.13 No Partition. There shall be no partition of any Lot, nor shall Declarant or any Owner or other person acquiring any interest in any Lot, or any part thereof, seek any partition.

11.14 Declarant's Right to Use Similar Name. The Association irrevocably consents to the use by any other profit or nonprofit corporation which may be formed or incorporated by Declarant or Builder of a corporate name which is the same or deceptively similar to the name of the Association, provided one or more words are added to the name of such other corporation to make the name of the Association distinguishable from the name of such other corporation. Within five (5) days after being requested to do so by the Declarant, the Association shall sign such letters, documents or other writings as may be required by the Arizona Corporation Commission (or any other governmental entity) in order for any other corporation formed or incorporated by the Declarant to use a corporate name which is the same or deceptively similar to the name of the Association.

11.15 Joint and Several Liability. In the case of joint ownership of a Lot, the liabilities and obligations of each of the joint Owners set forth in or imposed by the Declaration and the other Project Documents shall be joint and several.

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

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

11.18 Waiver. The waiver of or failure to enforce any breach or violation of the Project Documents shall not be deemed a waiver or abandonment of any provision of the Project Documents or a waiver of the right to enforce any subsequent breach or violation of the Project Documents. The foregoing shall apply regardless of whether any person affected by the Project Documents (or having the right to enforce the Project Documents) has or had knowledge of the breach or violation.

11.19 Attorney Fees. In the event an action is instituted to enforce any of the provisions contained in the Project Documents, the party prevailing in such action shall be entitled to recover from the other party all reasonable attorneys' fees and court costs. In the event the Association is the prevailing party in such action, the amount of such attorneys' fees and court costs may be deemed all or part of a special assessment against the Lot and Owner involved in the action.

11.20 Security. Each Owner understands and agrees that neither the Association (nor its officers, directors, employees, and agents) nor the Declarant (nor its officers, directors, employees, and agents) nor the Builder (nor its officers, directors, employees, and agents) is responsible for the acts or omissions of any third parties or of any other Owner or the Owner's Permittees resulting in damages or injury to person or property. Any security measures or devices (including security guards, gates, or patrol) which may be used at the Project will commence and be maintained by the Association solely through a majority vote of the Board, and each Owner understands that any security measures or devices which are in effect at the time he or she accepts a deed for a Lot (or otherwise becomes an "Owner") may be abandoned, terminated, or modified by a majority vote of the Board. The commencement of security devices or controls shall not be deemed to be an assumption of any duty on the part of the Association or the Declarant with respect to the Project and its Owners.

ARTICLE*12

DEVELOPMENT PLAN AND ANNEXATION

12.1 Proposed Development. Each Owner of a Lot, by acceptance of a deed for that Lot (or otherwise becoming an "Owner"), acknowledges that it has not relied upon any representation, warranty, or expression, written or oral, made by Declarant or any of its agents, regarding: (i) whether the contemplated development will be completed or carried out;

(ii) whether any land now or in the future owned by Declarant will be subject to this Declaration or developed for a particular use; or (iii) whether any land now or in the future owned by Declarant was once or is used for a particular use or whether any prior or present use will continue in effect. Declarant need not construct Dwelling Units on any Lot subject to the Declaration in any particular order or progression, but Declarant may build Dwelling Units on any Lot subject to this Declaration in any order or progression that Declarant desires to meet its needs or desires or the needs or desires of a potential purchaser.

12.2 Annexation Without Approval. During the period of Declarant Control, additional phases of Lots and Common Area may be annexed into the Project and made subject to this Declaration by Declarant, without the consent of any Member or First Mortgagee but with the approval of any Institutional Guarantor, by recording an amendment ("Annexation Amendment") signed by the Declarant that describes the new lots and new common area tracts to be included, refers to this Declaration, and states that all new lots and new common area tracts are being added or annexed into the Declaration. Upon the annexation of any additional Common Area that Common Area shall be conveyed to the Association concurrently with the conveyance of the first lot in the annexed phases to a Class A Member. The Association shall maintain all annexed Common Area, and all Owners shall be assessed for the maintenance and subsequent development of any annexed Common Area as though all Lots and all Common Area then covered by the Declaration had been initially included within the Project.

12.3 Annexation With Approval of Members. Upon the written consent or affirmative vote of at least two thirds (2/3) of the Class A Members of the Association present in person or by proxy at a meeting duly called for such purpose (and further upon the written consent of the Declarant so long as Declarant is a Member of the Association, the Association may annex real property to the provisions of this Declaration by recording in the Official Records of Coconino County, Arizona, a "Supplemental Declaration" describing the real property being annexed. Any Supplemental Declaration shall be signed by the President and Secretary of the Association and the owner or owners of the properties being annexed, and any annexation under this Section 12.3 shall by effective upon its recordation.

12.4 Effect of Annexation. When a phase has been included (annexed) under this Declaration, the Owners of the Lots in the additional phase shall have the same rights, duties, and obligations (including the obligation to pay assessments) under this Declaration as the Owners of Lots in the first phase (i.e., the Lots initially covered by this Declaration) and vice versa.

12.5 No Assurance on Annexed Property. Declarant or Builder makes no assurances that all or any property including the Annexable Property will be annexed into the Project, and Declarant makes no assurances as to the exact type, location, or price of buildings and other improvements to be constructed on any annexed property. Declarant makes no assurances as to the exact number of Lots, which may be added by any annexed property. Declarant makes no assurances as to the type, location, or price of improvements which may be constructed on any annexed property; however, the improvements shall be generally consistent in

construction quality with the improvements constructed on the real property described in Exhibit "B" attached to this Declaration.

DATED as of 4/10/98, 1998.

"PROJECT OWNER/DECLARANT"

Ponderosa Trails L.L.C.
An Arizona Limited Liability Company
Coussoulis Development Company

By _____
Nicholas J. Coussoulis, Member

STATE OF ~~ARIZONA~~ California)
) ss.
County of ~~Coconino~~ San Bernardino)

The foregoing instrument was acknowledged before me this 10th day of April, 1998 by Nicholas J. Coussoulis, the member of Ponderosa Trails L.L.C., An Arizona Limited Liability Company, who executed the foregoing on behalf of the company, being authorized so to do for the purposes therein contained.

Sally Lynn Madrid
Notary Public

My Commission Expires:

_____

SALLY LYNN MADRID
Commission # 1064890
Notary Public — California
San Bernardino County
My Comm. Expires Sep 16, 1999

2093-346

Exhibit "A"

A parcel of land located in Sections 32 and 33, T 21 N, R 7 E, G. & S.R.M., Flagstaff, Coconino County, Arizona, being portions of land described in Docket 1403, Page 591; Docket 1567, Page 792; Docket 1458, Page 498-509; Docket 1458, Page 874; Docket 1663, Page 232; Docket 1561, Page 995, Docket 1659, Page 319 Coconino County Records more particularly described as:

Beginning at the NE corner of said section 32, the **True Point of Beginning**; thence N 89° 42' 52" E (Basis of Bearing – Section corner to E-W-W 1/256th corner section 33 N 89° 44' ~~W~~ E BLM Plat) along the North line of said section 33 a distance of 381.89 feet to the beginning of a curve on the westerly Right-of Way line of Lake Mary Road;

Thence Southeasterly along the Westerly R.O.W. of Lake Mary Road along a curve concave to the East, said curve having a radius of 3,845.86 feet, length of 143.23 feet, Delta of 02° 08' 02", chord bearing S 13° 15' 16" E, and chord distance of 143.23 feet to a point;

Thence S 89° 37' 00" W, a distance of 414.01 feet to a point;

Thence N 00° 18' 00" W, a distance of 65.29 feet to a point;

Thence S 89° 55' 48" W, a distance of 109.08 feet to the beginning of a curve;

Thence Southwesterly along a curve concave to the South, said curve having a radius of 262.50 feet, length of 247.72 feet, Delta of 54° 04' 08", chord bearing S 62° 53' 44" W, and chord distance of 238.63 feet to a point;

Thence S 35° 51' 40" W, a distance of 502.53 feet to a point;

Thence S 00° 17' 48" E, a distance of 286.58 feet to a point;

Thence N 89° 56' 31" E, a distance of 588.07 feet to a point;

Thence S 00° 18' 44" E, a distance of 1,770.54 feet to a point;

Thence S 89° 52' 33" E, a distance of 31.33 feet to the E ¼ corner of said Section 32;

Thence S 00° 12' 01" E, along the East section line of said Section 32 a distance of 1894.19 feet to a point;

Thence S 89° 26' 09" W, a distance of 1,007.45 feet to a point;

Exhibit "A" (cont.)

Thence N 37° 36' 51" W, a distance of 524.04 feet to the beginning of a curve;

Thence Northwesterly along a curve concave to the Southwest, said curve having a radius of 520.00 feet, length of 493.09 feet, Delta of 54° 19' 49", chord bearing N 64° 46' 45" W, and chord distance of 474.82 feet to a point;

Thence S 88° 03' 20" W, a distance of 2,114.47 feet to the beginning of a curve on the easterly Right-of Way of Interstate 17;

Thence Northeasterly along a curve concave to the Southeast, said curve having a radius of 11,259.16 feet, length of 4,464.80 feet, Delta of 22° 43' 14", chord bearing N 34° 08' 39" E, and chord distance of 4,435.63 feet to the beginning of a curve;

Thence Northeasterly along a curve concave to the Southeast, said curve having a radius of 5,529.58 feet, length of 500.00 feet, Delta of 05° 10' 51", chord bearing N 48° 05' 42" E, and chord distance of 499.83 feet to a point on the North line of said Section 32;

Thence N 89° 55' 48" E, along the North line of said Section 32 a distance of 58.54 feet to a point;

Thence S 00° 19' 01" E, a distance of 506.44 feet to a point;

Thence N 61° 18' 54" E, a distance of 351.82 feet to a point;

Thence S 00° 17' 48" E, a distance of 125.32 feet to a point;

Thence N 35° 51' 40" E, a distance of 399.90 feet to the beginning of a curve;

Thence Northeasterly along a curve concave to the Southeast, said curve having a radius of 337.50 feet, length of 318.49 feet, Delta of 54° 04' 08", chord bearing N 62° 53' 44" E, and chord distance of 306.80 feet to a point on the North line of said Section 32;

Thence N 89° 55' 48" E, along the North line of said Section 32 a distance of 108.79 feet to the **Point of Beginning**;

The above-described parcel of land contains 243.58 acres more or less.

EXHIBIT "B"

Lots 1 through 62, inclusive, Tracts A through M, inclusive, and Tract Z, PONDEROSA TRAILS unit one, according to Case 7, maps 65, 65A, 65B & 65C records of Coconino County, Arizona.

Candace Owens - RECORDER
OFFICIAL RECORDS OF COCONINO COUNTY
CITY OF FLAGSTAFF SR 7.00
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Page: 1 of 5
SR

AND WHEN RECORDED, MAIL TO:

Ponderosa Trails Homeowners
Association, Inc.
10670 Civic Center Drive
Rancho Cucamonga, CA 91730
Attn: Chief Legal Officer

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

Unofficial Copy

ANNEXATION AMENDMENT FOR PONDEROSA TRAILS – UNIT II DECLARATION OF HOMEOWNERS BENEFITS AND COVENANTS, CONDITIONS AND RESTRICTIONS

This Annexation Amendment ("Amendment") is made by Aspen Meadows, L.L.C., an Arizona limited liability company ("Declarant") as of this 28th day of July, 1999.

RECITALS

A. On April 10, 1998, Ponderosa Trails L.L.C., an Arizona limited liability company (the "Original Declarant"), executed a Declaration of Covenants, Conditions and Restrictions for Ponderosa Trails (the "Declaration"). The Declaration was recorded on April 21, 1998, as Instrument No. 98-12352, Records of Coconino County, Arizona, and is binding upon all owners of lots within the project known as Ponderosa Trails (the "Project"); and

B. Pursuant to Article 12.2 of the Declaration, Declarant now desires to add certain real property within the Project ("Annexable Property"). Said Annexable Property is more fully described as follows: R. Tuchin 8/30/99

Lots 63 through 121, inclusive; Lots 144 through 165, inclusive; and Tracts N,O,P,U,V,W, and X, Ponderosa Trails Unit II Phase 1, according to Case 7, Maps 79, 784 & 985 records of Coconino County, Arizona.

DECLARANT THEREFORE DECLARES AS FOLLOWS:

1. Annexation of Annexable Property. The Annexable Property is hereby annexed as Ponderosa Trails, Unit II to and made a part of the real property already subject to the Declaration. The Annexable Property shall be held, conveyed and used subject to all of the terms and conditions of the Declaration.

2. Definitions. All defined terms utilized in this Amendment shall be defined as set forth in Article I of the Declaration. The terms "Property" and "Project" shall include the Annexable Property. The term "Common Area" or "Common Areas" shall include all Common Areas within the Annexable Property.

3. Membership in Association. Each Owner of one or more Lots in the Annexable Property shall automatically become a member of Ponderosa Trails Homeowner's Association, Inc., an Arizona non-profit corporation, as provided for in Article 3, Section 3.1 of the Declaration.

4. Assessment Obligations. The rights and obligations of all owners located in the Annexable Property with respect to payment of assessments are as set forth in Article 4, Section 4.1 of the Declaration. Regular, Special and other assessments with respect to the Annexable Property shall commence on the first day of the month following the close of escrow for the first sale of a Lot within the Annexable Property.

5. Access, Ingress and Egress. All Owners of Lots within the Annexable Property shall enjoy a right of access, ingress and egress over and upon all streets within all Phases of the Project, as depicted upon the recorded subdivision map of the Project.

6. Maintenance Obligations. From and after the first day of the month following the close of escrow for the first sale of a Lot within the Annexable Property, the Association shall be obligated to maintain all Common Areas within the Annexable Property, in accordance with the terms and conditions of the Declaration.

7. Conformity with Development Plan. This Amendment is undertaken in conformity with the Proposed Development referred to in Article 12, Section 12.1 of the Declaration.

8. Common Area Easement. Pursuant to Article 2, Section 2.1 of the Declaration, the Owners of all Lots within the Annexable Property shall have and enjoy an easement over all of the Common Area within the Project.

9. Miscellaneous. The provisions of this Amendment shall run with the Annexable Property, the Project and the Common Area, shall be binding upon all persons having or acquiring any interest in the Annexable Property, the Project, and the Common Area or any part thereof, shall inure to the benefit of and burden every portion of the Annexable Property, the Project and the Common Area, and any interest therein, and shall inure to the benefit of, be binding upon and may be enforced by any Owner, Declarant, the Association, and their successors in interest, heirs, and assigns.

This Supplemental Declaration shall be effective as of the date of its recordation.

"DECLARANT"

ASPEN MEADOWS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY

By: Flagstaff Whispering Pines, L.L.C, an Arizona limited liability
Its: MANAGING MEMBER

By: PREVITY REALTY FUND, L.P., a California limited partnership
By: Forecast Commercial Real Estate Services, Inc., A California corporation
Its: General partner

By: _____
Its: Sr. VP

State of California }
} ss
County of San Bernardino }

On July 28, 99, before me, Brenda Vargas (insert name here) Notary Public, personally appeared Larry R. Day

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me all that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature Brenda A. Vargas (affix seal)

BRENDA A. VARGAS
Commission # 1211903
Notary Public - California
San Bernardino County
My Comm. Expires Feb 27, 2003

UNOFFICIAL COPY

STATEMENT OF RESOLUTION OF THE MEMBERS OF
ASPEN MEADOWS, LLC.,
An Arizona limited liability company

FLAGSTAFF WHISPERING PINES, LLC, an Arizona limited liability company (the "Entity"), as a Managing Member of ASPEN MEADOWS, LLC., an Arizona limited liability company (the "Company"), does hereby acknowledge and aver that the following Resolutions are a true and accurate account of actions taken by the Company's Members (the "Members"), on July 16, 1999, in keeping with the authority granted to it under Article 5.1. of the Operating Agreement of Aspen Meadows, LLC., dated April 28, 1998 (the "Operating Agreement").

WHEREAS, on the date set forth above, no less ¾ of all the Members (pursuant to Article 5.1.1 of the Operating Agreement) did deem it in the best interest of the Company to grant signatory authorization to certain entities/individuals; and

WHEREAS, under the authority granted to the Members, the Members, individually or collectively are authorized, pursuant to Article 5.1.1.26 of the Operating Agreement, to delegate signing authority to other individuals in the Company, and

WHEREAS, the Members have deemed it in the Company's best interests to grant the following signing authority to the officers of Previti Realty Fund, L.P. (the Managing Member of the Entity).

NOW THEREFORE, BE IT RESOLVED THAT, in keeping with the authority granted to it, the Company has duly authorized and empowered any officer of Previti Realty Fund, L.P. (an "Executive") acting singly and on behalf of Previti Realty Fund, L.P., to act as the authorized agent for the Company and by their signature alone, execute and bind the Company, in relation to any reservations of sale or sale agreements between the Company and unaffiliated third parties (the "Documents") interested in the purchase of any individual or group of lots, located in that certain development project known as Ponderosa Trails (the "Project"), as well as any and all applications, filings, questionnaires, reports and other documents of any kind required by any local, state or federal government or agency, including (without limitation) the Arizona Department of Real Estate.

BE IT FURTHER RESOLVED, that as consideration for any Executive who undertakes to operate within the scope of this Statement of Members, and in relation to overseeing the sale of lots to unaffiliated third parties in the Project, the Company hereby agrees to indemnify, defend and hold the Executive harmless from and against any and all lawsuits and judgments arising directly from his or her acts that are in keeping with the authority granted in this Statement of Members, throughout the period in which the Executive serves as the Company's authorized agent for these limited acts. Notwithstanding the foregoing, expressly excluded from this indemnity provision are any and all actions, lawsuits, awards, judgments, claims, damages or other monetary and non-monetary obligations, of whatever kind, arising directly from any misfeasance, negligence and/or willful misconduct on the part of the Executive.

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wp/mins/ASPEN3

BE IT FURTHER RESOLVED, that such authority and empowerment given to Previti Realty Fund, L.P. and its Executives shall remain in full force and effect until otherwise altered, amended, revoked and/or canceled by the Members, or such individual Executive shall resign, retire or be terminated by Previti Realty Fund, L.P.

A true copy of this Statement of Members shall be entered into the Minute Book of the Company. Signed this 16th day of July, 1999.

Unofficial Copy

wp/mins/ASPEN3

CERTIFICATION OF SECRETARY

I, Larry R. Day, the duly elected Secretary of ASPEN MEADOWS, LLC., an Arizona limited liability company, do hereby acknowledge and aver that the aforestated Resolutions are the true and accurate resolutions of the Company's Members as discussed and decided at a Special Meeting of the Members on July 16, 1999.

Larry R. Day, Secretary

Unofficial Copy

wp/mins/ASPEN3

Candace Owens - RECORDER
OFFICIAL RECORDS OF COCONINO COUNTY
CITY OF FLAGSTAFF SR 7.00

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Page: 1 of 2
SR

AND WHEN RECORDED, MAIL TO:

Ponderosa Trails Homeowners
Association, Inc.
10670 Civic Center Drive
Rancho Cucamonga, CA 91730
Attn: Chief Legal Officer

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

ANNEXATION AMENDMENT FOR
PONDEROSA TRAILS – TRACT Y of UNIT II
DECLARATION OF HOMEOWNERS BENEFITS AND
COVENANTS, CONDITIONS AND RESTRICTIONS

This Annexation Amendment ("Amendment") is made by Aspen Meadows, L.L.C., an Arizona limited liability company ("Declarant") as of this 3rd day of March, 2000.

RECITALS

A. On April 10, 1998, Ponderosa Trails L.L.C., an Arizona limited liability company (the "Original Declarant"), executed a Declaration of Covenants, Conditions and Restrictions for Ponderosa Trails (the "Declaration"). The Declaration was recorded on April 21, 1998, as Instrument No. 98-12352*, Records of Coconino County, Arizona, and is binding upon all owners of lots within the project known as Ponderosa Trails (the "Project"); and * Dkt. 2013, P. 308

B. Pursuant to Article 12.2 of the Declaration, Declarant now desires to add certain real property within the Project ("Annexable Property"). Said Annexable Property is more fully described as follows:

Lots 167 through 176, inclusive; and Tract V, Ponderosa Trails, Tract Y of Unit II, according to Case 8, Maps 14 records of Coconino County, Arizona.

DECLARANT THEREFORE DECLARES AS FOLLOWS:

1. Annexation of Annexable Property. The Annexable Property is hereby annexed as Ponderosa Trails, Unit II to and made a part of the real property already subject to the Declaration. The Annexable Property shall be held, conveyed and used subject to all of the terms and conditions of the Declaration.

2. Definitions. All defined terms utilized in this Amendment shall be defined as set forth in Article I of the Declaration. The terms "Property" and "Project" shall include the Annexable Property. The term "Common Area" or "Common Areas" shall include all Common Areas within the Annexable Property.

3. Membership in Association. Each Owner of one or more Lots in the Annexable Property shall automatically become a member of Ponderosa Trails Homeowner's Association, Inc., an Arizona non-profit corporation, as provided for in Article 3, Section 3.1 of the Declaration.

4. Assessment Obligations. The rights and obligations of all owners located in the Annexable Property with respect to payment of assessments are as set forth in Article 4, Section 4.1 of the Declaration. Regular, Special and other assessments with respect to the Annexable Property shall commence on the first day of the month following the close of escrow for the first sale of a Lot within the Annexable Property.

5. Access, Ingress and Egress. All Owners of Lots within the Annexable Property shall enjoy a right of access, ingress and egress over and upon all streets within all Phases of the Project, as depicted upon the recorded subdivision map of the Project.

6. Maintenance Obligations. From and after the first day of the month following the close of escrow for the first sale of a Lot within the Annexable Property, the Association shall be obligated to maintain all Common Areas within the Annexable Property, in accordance with the terms and conditions of the Declaration.

Unofficial Copy

7. Conformity with Development Plan. This Amendment is undertaken in conformity with the Proposed Development referred to in Article 12, Section 12.1 of the Declaration.

8. Common Area Easement. Pursuant to Article 2, Section 2.1 of the Declaration, the Owners of all Lots within the Annexable Property shall have and enjoy an easement over all of the Common Area within the Project.

9. Miscellaneous. The provisions of this Amendment shall run with the Annexable Property, the Project and the Common Area, shall be binding upon all persons having or acquiring any interest in the Annexable Property, the Project, and the Common Area or any part thereof, shall inure to the benefit of and burden every portion of the Annexable Property, the Project and the Common Area, and any interest therein, and shall inure to the benefit of, be binding upon and may be enforced by any Owner, Declarant, the Association, and their successors in interest, heirs, and assigns.

This Supplemental Declaration shall be effective as of the date of its recordation.

"DECLARANT"

ASPEN MEADOWS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY

By: Flagstaff Whispering Pines, L.L.C, an Arizona limited liability
Its: MANAGING MEMBER

By: PREVITY REALTY FUND, L.P., a California limited partnership
By: Forecast Commercial Real Estate Services, Inc., A California corporation
Its: General partner

By: _____
Its: Sr. Vice President

State of California }
} ss.
County of San Bernardino }

On Mar. 9, 2000, before me, Brenda A. Vargas (insert name here) Notary Public, personally appeared Larry R. Day

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me all that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

WITNESS my hand and official seal

Signature Brenda A. Vargas (affix seal)

BRENDA A. VARGAS
Commission # 1211903
Notary Public - California
San Bernardino County
My Comm. Expires Feb 27, 2003

Wp/land/Annexation Ponderosa Trail Unit II Tract Y

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OFFICIAL RECORDS OF COCONINO COUNTY
CITY OF FLAGSTAFF SR 7.00
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Page: 1 of 2
SR

AND WHEN RECORDED, MAIL TO:

Ponderosa Trails Homeowners
Association, Inc.
10670 Civic Center Drive
Rancho Cucamonga, CA 91730
Attn: Chief Legal Officer

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

ANNEXATION AMENDMENT FOR PONDEROSA TRAILS – UNIT III DECLARATION OF HOMEOWNERS BENEFITS AND COVENANTS, CONDITIONS AND RESTRICTIONS

This Annexation Amendment ("Amendment") is made by Aspen Meadows, L.L.C., an Arizona limited liability company ("Declarant") as of this 8th day of May, 2000.

RECITALS

A. On April 10, 1998, Ponderosa Trails L.L.C., an Arizona limited liability company (the "Original Declarant"), executed a Declaration of Covenants, Conditions and Restrictions for Ponderosa Trails (the "Declaration"). The Declaration was recorded on April 21, 1998, as Instrument No. 98-12352, Records of Coconino County, Arizona, and is binding upon all owners of lots within the project known as Ponderosa Trails (the "Project"); and

B. Pursuant to Article 12.2 of the Declaration, Declarant now desires to add certain real property within the Project ("Annexable Property"). Said Annexable Property is more fully described as follows:

> **Lots 122 through 143, inclusive; Lot 166; Lots 177 through 371, inclusive; and Tracts Q, R, S and T, Ponderosa Trails, Unit III, according to Case 5, Maps 17A, 17B, 17C records of Coconino County, Arizona.**

DECLARANT THEREFORE DECLARES AS FOLLOWS:

1. Annexation of Annexable Property. The Annexable Property is hereby annexed as Ponderosa Trails, Unit III to and made a part of the real property already subject to the Declaration. The Annexable Property shall be held, conveyed and used subject to all of the terms and conditions of the Declaration.

2. Definitions. All defined terms utilized in this Amendment shall be defined as set forth in Article I of the Declaration. The terms "Property" and "Project" shall include the Annexable Property. The term "Common Area" or "Common Areas" shall include all Common Areas within the Annexable Property.

3. Membership in Association. Each Owner of one or more Lots in the Annexable Property shall automatically become a member of Ponderosa Trails Homeowner's Association, Inc., an Arizona non-profit corporation, as provided for in Article 3, Section 3.1 of the Declaration.

4. Assessment Obligations. The rights and obligations of all owners located in the Annexable Property with respect to payment of assessments are as set forth in Article 4, Section 4.1 of the Declaration. Regular, Special and other assessments with respect to the Annexable Property shall commence on the first day of the month following the close of escrow for the first sale of a Lot within the Annexable Property.

5. Access, Ingress and Egress. All Owners of Lots within the Annexable Property shall enjoy a right of access, ingress and egress over and upon all streets within all Phases of the Project, as depicted upon the recorded subdivision map of the Project.

Unofficial Copy

6. Maintenance Obligations. From and after the first day of the month following the close of escrow for the first sale of a Lot within the Annexable Property, the Association shall be obligated to maintain all Common Areas within the Annexable Property, in accordance with the terms and conditions of the Declaration.

7. Conformity with Development Plan. This Amendment is undertaken in conformity with the Proposed Development referred to in Article 12, Section 12.1 of the Declaration.

8. Common Area Easement. Pursuant to Article 2, Section 2.1 of the Declaration, the Owners of all Lots within the Annexable Property shall have and enjoy an easement over all of the Common Area within the Project.

9. Miscellaneous. The provisions of this Amendment shall run with the Annexable Property, the Project and the Common Area, shall be binding upon all persons having or acquiring any interest in the Annexable Property, the Project, and the Common Area or any part thereof, shall inure to the benefit of and burden every portion of the Annexable Property, the Project and the Common Area, and any interest therein, and shall inure to the benefit of, be binding upon and may be enforced by any Owner, Declarant, the Association, and their successors in interest, heirs, and assigns.

This Supplemental Declaration shall be effective as of the date of its recordation.

"DECLARANT"

ASPEN MEADOWS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY

By: Flagstaff Whispering Pines, L.L.C, an Arizona limited liability
Its: MANAGING MEMBER

By: PREVITY REALTY FUND, L.P., a California limited partnership
By: Forecast Commercial Real Estate Services, Inc., A California corporation
Its: General partner

By: _____
Its: Exec. Vice Pres.

State of California }
} ss.
County of San Bernardino }

On May 8, 2000, before me, Rosemary Spellman (insert name here) Notary Public, personally appeared Larry R. Day

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me all that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

WITNESS my hand and official seal

Signature _____ (affix seal)

ROSEMARY SPELLMAN
Commission # 1161254
Notary Public - California
San Bernardino County
My Comm. Expires Nov 9, 2001

Wp/land/Annexation Ponderosa Trail Unit III

Unofficial Copy

Candace Owens - RECORDER
OFFICIAL RECORDS OF COCONINO COUNTY
CITY OF FLAGSTAFF SR 11.00

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Page: 1 of 2
SR

AND WHEN RECORDED, MAIL TO:

Ponderosa Trails Homeowners
Association, Inc.
3536 Concours Street, Suite 300
Ontario, CA 91764
Attn: Chief Legal Officer

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

ANNEXATION AMENDMENT FOR PONDEROSA TRAILS – UNIT IV DECLARATION OF HOMEOWNERS BENEFITS AND COVENANTS, CONDITIONS AND RESTRICTIONS

This Annexation Amendment ("Amendment") is made by Aspen Meadows, L.L.C., an Arizona limited liability company ("Declarant") as of this 17th day of April, 2002.

RECITALS

A. On April 10, 1998, Ponderosa Trails L.L.C., an Arizona limited liability company (the "Original Declarant"), executed a Declaration of Covenants, Conditions and Restrictions for Ponderosa Trails (the "Declaration"). The Declaration was recorded on April 21, 1998, as Instrument No. 98-12352, Records of Coconino County, Arizona, and is binding upon all owners of lots within the project known as Ponderosa Trails (the "Project"); and

B. Pursuant to Article 12.2 of the Declaration, Declarant now desires to add certain real property within the Project ("Annexable Property"). Said Annexable Property is more fully described as follows:

> **Lots 400 through 641, inclusive; and Tracts II, PP, HH, DD, EE, MM, CC, BB, AA, FF, KK, GG, RR, Ponderosa Trails, Unit IV, according to Case 8, Maps 73, 73A, 73B, 73C, 73D & 73E records of Coconino County, Arizona.**

DECLARANT THEREFORE DECLARES AS FOLLOWS:

1. Annexation of Annexable Property. The Annexable Property is hereby annexed as Ponderosa Trails, Unit IV to and made a part of the real property already subject to the Declaration. The Annexable Property shall be held, conveyed and used subject to all of the terms and conditions of the Declaration.

2. Definitions. All defined terms utilized in this Amendment shall be defined as set forth in Article I of the Declaration. The terms "Property" and "Project" shall include the Annexable Property. The term "Common Area" or "Common Areas" shall include all Common Areas within the Annexable Property.

3. Membership in Association. Each Owner of one or more Lots in the Annexable Property shall automatically become a member of Ponderosa Trails Homeowner's Association, Inc., an Arizona non-profit corporation, as provided for in Article 3, Section 3.1 of the Declaration.

4. Assessment Obligations. The rights and obligations of all owners located in the Annexable Property with respect to payment of assessments are as set forth in Article 4, Section 4.1 of the Declaration. Regular, Special and other assessments with respect to the Annexable Property shall commence on the first day of the month following the close of escrow for the first sale of a Lot within the Annexable Property.

5. Access, Ingress and Egress. All Owners of Lots within the Annexable Property shall enjoy a right of access, ingress and egress over and upon all streets within all Phases of the Project, as depicted upon the recorded subdivision map of the Project.

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6. Maintenance Obligations. From and after the first day of the month following the close of escrow for the first sale of a Lot within the Annexable Property, the Association shall be obligated to maintain all Common Areas within the Annexable Property, in accordance with the terms and conditions of the Declaration.

7. Conformity with Development Plan. This Amendment is undertaken in conformity with the Proposed Development referred to in Article 12, Section 12.1 of the Declaration.

8. Common Area Easement. Pursuant to Article 2, Section 2.1 of the Declaration, the Owners of all Lots within the Annexable Property shall have and enjoy an easement over all of the Common Area within the Project.

9. Miscellaneous. The provisions of this Amendment shall run with the Annexable Property, the Project and the Common Area, shall be binding upon all persons having or acquiring any interest in the Annexable Property, the Project, and the Common Area or any part thereof, shall inure to the benefit of and burden every portion of the Annexable Property, the Project and the Common Area, and any interest therein, and shall inure to the benefit of, be binding upon and may be enforced by any Owner, Declarant, the Association, and their successors in interest, heirs, and assigns.

This Supplemental Declaration shall be effective as of the date of its recordation.

"DECLARANT"

ASPEN MEADOWS, LLC, an
Arizona limited liability company

By: Flagstaff Whispering Pines, LLC, an Arizona Limited Liability Company, its Managing Member

By: Previti Realty Fund, L.P., a California limited partnership, its Managing Member

By: Forecast® Commercial Real Estate Services, Inc., a California corporation, its General Partner

By: Larry

Its: Exec. Vice President

State of California }
} ss.
County of San Bernardino }

On 4-17-02, before me, Brenda A. Vargas (insert name here) Notary Public, personally appeared Larry R. Day

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me all that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

WITNESS my hand and official seal

Signature Brenda A. Vargas (affix seal)

BRENDA A. VARGAS
Commission # 1211903
Notary Public - California
San Bernardino County
My Comm. Expires Feb 27, 2003

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Candace Owens - RECORDER
OFFICIAL RECORDS OF COCONINO COUNTY
CITY OF FLAGSTAFF SR 11.00
3163763
10/09/2002 12:28P

AND WHEN RECORDED, MAIL TO:

Ponderosa Trails Homeowners
Association, Inc.
3536 Concours Street, Suite 300
Ontario, CA 91764
Attn: Chief Legal Officer

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Page: 1 of 2
SR

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

ANNEXATION AMENDMENT FOR PONDEROSA TRAILS – UNIT IV D DECLARATION OF HOMEOWNERS BENEFITS AND COVENANTS, CONDITIONS AND RESTRICTIONS

This Annexation Amendment ("Amendment") is made by Aspen Meadows, L.L.C., an Arizona limited liability company ("Declarant") as of this 4th day of October, 2002.

RECITALS

A. On April 10, 1998, Ponderosa Trails L.L.C., an Arizona limited liability company (the "Original Declarant"), executed a Declaration of Covenants, Conditions and Restrictions for Ponderosa Trails (the "Declaration"). The Declaration was recorded on April 21, 1998, as Instrument No. 98-12352, Records of Coconino County, Arizona, and is binding upon all owners of lots within the project known as Ponderosa Trails (the "Project"); and

B. Pursuant to Article 12.2 of the Declaration, Declarant now desires to add certain real property within the Project ("Annexable Property"). Said Annexable Property is more fully described as follows:

Lots 426 through 465, inclusive, 505 through 533, inclusive, 547 through 567, inclusive, 634 through 641, inclusive, and tracts FF and BB, Ponderosa Trails, Unit 4D, a subdivision of a portion of land as recorded in Docket 2106, page 790, records of Coconino County Recorders Office, Arizona; situated in the East 1/2 of Section 32, Township 21 North, Range 7 East, Gila and Salt River Base and Meridian. Coconino County, Arizona.

DECLARANT THEREFORE DECLARES AS FOLLOWS:

1. Annexation of Annexable Property. The Annexable Property is hereby annexed as Ponderosa Trails, Unit IV D to and made a part of the real property already subject to the Declaration. The Annexable Property shall be held, conveyed and used subject to all of the terms and conditions of the Declaration.

2. Definitions. All defined terms utilized in this Amendment shall be defined as set forth in Article I of the Declaration. The terms "Property" and "Project" shall include the Annexable Property. The term "Common Area" or "Common Areas" shall include all Common Areas within the Annexable Property.

3. Membership in Association. Each Owner of one or more Lots in the Annexable Property shall automatically become a member of Ponderosa Trails Homeowner's Association, Inc., an Arizona non-profit corporation, as provided for in Article 3, Section 3.1 of the Declaration.

4. Assessment Obligations. The rights and obligations of all owners located in the Annexable Property with respect to payment of assessments are as set forth in Article 4, Section 4.1 of the Declaration. Regular, Special and other assessments with respect to the Annexable Property shall commence on the first day of the month following the close of escrow for the first sale of a Lot within the Annexable Property.

5. Access, Ingress and Egress. All Owners of Lots within the Annexable Property shall enjoy a right of access, ingress and egress over and upon all streets within all Phases of the Project, as depicted upon the recorded subdivision map of the Project.

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6. Maintenance Obligations. From and after the first day of the month following the close of escrow for the first sale of a Lot within the Annexable Property, the Association shall be obligated to maintain all Common Areas within the Annexable Property, in accordance with the terms and conditions of the Declaration.

7. Conformity with Development Plan. This Amendment is undertaken in conformity with the Proposed Development referred to in Article 12, Section 12.1 of the Declaration.

8. Common Area Easement. Pursuant to Article 2, Section 2.1 of the Declaration, the Owners of all Lots within the Annexable Property shall have and enjoy an easement over all of the Common Area within the Project.

9. Miscellaneous. The provisions of this Amendment shall run with the Annexable Property, the Project and the Common Area, shall be binding upon all persons having or acquiring any interest in the Annexable Property, the Project, and the Common Area or any part thereof, shall inure to the benefit of and burden every portion of the Annexable Property, the Project and the Common Area, and any interest therein, and shall inure to the benefit of, be binding upon and may be enforced by any Owner, Declarant, the Association, and their successors in interest, heirs, and assigns.

This Supplemental Declaration shall be effective as of the date of its recordation.

"DECLARANT"

ASPEN MEADOWS, LLC, an
Arizona limited liability company

By: Flagstaff Whispering Pines, LLC, an Arizona Limited Liability Company, its Managing Member

By: Previti Realty Fund, L.P., a California limited partnership, its Managing Member

By: Forecast® Commercial Real Estate Services, Inc., a California corporation, its General Partner

By: _____

Its: Exec. Vice President

State of California)
) ss.
County of San Bernardino)

On 10-4-02, before me, Brenda A. Vargas (insert name here) Notary Public, personally appeared Larry R. Day personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me all that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature Brenda A. Vargas (affix seal)

BRENDA A. VARGAS
Commission # 1211903
Notary Public - California
San Bernardino County
My Comm. Expires Feb 27, 2003

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Page: 2 of 2
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Official Copy

Candace Owens - RECORDER
OFFICIAL RECORDS OF COCONINO COUNTY
TRANSNATION TITLE INS CO SR 14.00

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Page: 1 of 2
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AND WHEN RECORDED, MAIL TO:

Ponderosa Trails Homeowners
Association, Inc.
3536 Concours Street, Suite 300
Ontario, CA 91764
Attn: Chief Legal Officer

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

ANNEXATION AMENDMENT FOR PONDEROSA TRAILS – UNIT V DECLARATION OF HOMEOWNERS BENEFITS AND COVENANTS, CONDITIONS AND RESTRICTIONS

This Annexation Amendment ("Amendment") is made by Aspen Meadows, L.L.C., an Arizona limited liability company ("Declarant") as of this _____ day of April, 2002.

RECITALS

A. On April 10, 1998, Ponderosa Trails L.L.C., an Arizona limited liability company (the "Original Declarant"), executed a Declaration of Covenants, Conditions and Restrictions for Ponderosa Trails (the "Declaration"). The Declaration was recorded on April 21, 1998, as Instrument No. 98-12352, Records of Coconino County, Arizona, and is binding upon all owners of lots within the project known as Ponderosa Trails (the "Project"); and

B. Pursuant to Article 12.2 of the Declaration, Declarant now desires to add certain real property within the Project ("Annexable Property"). Said Annexable Property is more fully described as follows:

Lots 372 through 399, inclusive; and Tracts AA Ponderosa Trails, Unit V, according to Case _____, Maps _____ records of Coconino County, Arizona.

DECLARANT THEREFORE DECLARES AS FOLLOWS:

1. Annexation of Annexable Property. The Annexable Property is hereby annexed as Ponderosa Trails, Unit V to and made a part of the real property already subject to the Declaration. The Annexable Property shall be held, conveyed and used subject to all of the terms and conditions of the Declaration.

2. Definitions. All defined terms utilized in this Amendment shall be defined as set forth in Article I of the Declaration. The terms "Property" and "Project" shall include the Annexable Property. The term "Common Area" or "Common Areas" shall include all Common Areas within the Annexable Property.

3. Membership in Association. Each Owner of one or more Lots in the Annexable Property shall automatically become a member of Ponderosa Trails Homeowner's Association, Inc., an Arizona non-profit corporation, as provided for in Article 3, Section 3.1 of the Declaration.

4. Assessment Obligations. The rights and obligations of all owners located in the Annexable Property with respect to payment of assessments are as set forth in Article 4, Section 4.1 of the Declaration. Regular, Special and other assessments with respect to the Annexable Property shall commence on the first day of the month following the close of escrow for the first sale of a Lot within the Annexable Property.

5. Access, Ingress and Egress. All Owners of Lots within the Annexable Property shall enjoy a right of access, ingress and egress over and upon all streets within all Phases of the Project, as depicted upon the recorded subdivision map of the Project.

6. Maintenance Obligations. From and after the first day of the month following the close of escrow for the first sale of a Lot within the Annexable Property, the Association shall be obligated to maintain all Common Areas within the Annexable Property, in accordance with the terms and conditions of the Declaration.

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7. Conformity with Development Plan. This Amendment is undertaken in conformity with the Proposed Development referred to in Article 12, Section 12.1 of the Declaration.

8. Common Area Easement. Pursuant to Article 2, Section 2.1 of the Declaration, the Owners of all Lots within the Annexable Property shall have and enjoy an easement over all of the Common Area within the Project.

9. Miscellaneous. The provisions of this Amendment shall run with the Annexable Property, the Project and the Common Area, shall be binding upon all persons having or acquiring any interest in the Annexable Property, the Project, and the Common Area or any part thereof, shall inure to the benefit of and burden every portion of the Annexable Property, the Project and the Common Area, and any interest therein, and shall inure to the benefit of, be binding upon and may be enforced by any Owner, Declarant, the Association, and their successors in interest, heirs, and assigns.

This Supplemental Declaration shall be effective as of the date of its recordation.

"DECLARANT"

ASPEN MEADOWS, LLC, an
Arizona limited liability company

By: Flagstaff Whispering Pines, LLC, an Arizona Limited Liability Company, its Managing Member

By: Previti Realty Fund, L.P., a California limited partnership, its Managing Member

By: Forecast® Commercial Real Estate Services, Inc., a California corporation, its General Partner

By: _____

Its: Exec. Vice President

State of California }
} ss.
County of San Bernardino }

On 4-17-02, before me, Brenda A. Vargas (insert name here) Notary Public, personally appeared Larry R. Day

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me all that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

WITNESS my hand and official seal

Signature Brenda A. Vargas (affix seal)

BRENDA A. VARGAS
Commission # 1211903
Notary Public - California
San Bernardino County
My Comm. Expires Feb 27, 2003

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Page: 2 of 2
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