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**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

FOR

FLAGSTAFF MEADOWS PROPERTY OWNER'S ASSOCIATION

COCONINO COUNTY, ARIZONA

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**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR**

**FLAGSTAFF MEADOWS PROPERTY OWNER'S ASSOCIATION
COCONINO COUNTY, ARIZONA**

THIS DECLARATION, is made this 22 day of January, 2002, by GREENFIELD LAND DEVELOPMENT, L.L.C., an Arizona limited liability company, hereinafter referred to as "Declarant" with regard to the real property described on Exhibit A attached hereto and incorporated herein by this reference.

Declarant desires to provide conditions, covenants, and restrictions as hereinafter set forth to insure that the Property will continuously be maintained as an attractive setting for residential use with ample landscaped areas, to provide roadway ingress, egress and maintenance of the Common Areas available to the Owners (as such capitalized terms are hereinafter defined) to provide water and wastewater service to the Property, to encourage the erection of attractive, high-quality homes and appurtenant structures, to prevent haphazard and inharmonious improvement of the Property, and in general to provide adequately for a high quality improvement and development of the Property.

NOW, THEREFORE, the Declarant hereby declares that the real estate described above shall be transferred, held, sold, conveyed and accepted subject to this Declaration of Conditions, Covenants, and Restrictions (hereinafter referred to as the "Declaration"). The Declarant does hereby further declare that the following conditions, covenants, and restrictions and burdens, uses, privileges, charges and liens shall: (1) exist at all times hereafter among the parties; having or acquiring right, title or interest in any portions of the Property; (2) be binding upon and inure to the benefit of each Owner; and (3) run with the land subjected to this Declaration, to be held, sold and conveyed subject thereto.

ARTICLE I. DEFINITIONS

1.1. The following words when used in this Declaration shall have the following meanings:

A. "Architectural Control Committee" or "Committee" shall mean the committee of the Board established pursuant to Section 2.2.

B. "Articles" shall mean the Articles of Incorporation of the FLAGSTAFF MEADOWS PROPERTY OWNERS' ASSOCIATION, INC., as such Articles may be amended.

C. "Association" shall mean and refer to the FLAGSTAFF MEADOWS PROPERTY OWNERS' ASSOCIATION, INC., an Arizona nonprofit corporation, its successors and assigns or any or all of its rights under this Declaration. In the context of any specific action or responsibility, Association shall also mean the Board of Directors of the FLAGSTAFF MEADOWS PROPERTY OWNERS' ASSOCIATION, INC., or the Architectural Control Committee established herein.



D. "Board" shall mean the Board of Directors of FLAGSTAFF MEADOWS PROPERTY OWNERS' ASSOCIATION, INC.

E. "Building Envelope" shall mean the designated building area within each lot as set forth on the Subdivision Plat upon which the Owner may construct a residence and related improvements.

F. "Bylaws" shall mean the bylaws of the FLAGSTAFF MEADOWS PROPERTY OWNERS' ASSOCIATION, INC., as such Bylaws may be amended.

G. "Common Area" shall mean those areas within the Property as described on the Site Plan and Subdivision Plat as set forth on Exhibit B attached hereto and incorporated herein for all purposes, which Common Areas are jointly owned by the Association and maintained for the common use and enjoyment of the Members. The Common Areas shall include all improvements on the real property so described.

H. "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions ("CC&R's"), as it now exists and as it may later be amended from time to time and recorded in the office of the Recorder of Coconino County, Arizona.

I. "Enclosed Side Yard" shall mean 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 central dwelling structure) than the deepest wall of any dwelling structure located on a Lot. The Architectural Control Committee will be the sole judge as to what constitutes an Enclosed Side Yard.

J. "Lot" shall mean any part of the Property which is separately designated and numbered on the Subdivision Plat, and it shall exclude the Common Areas.

K. "Member" shall include all Owners.

L. "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.

M. "Owner" shall mean a Lot Owner who is then a member of the FLAGSTAFF MEADOWS PROPERTY OWNERS' ASSOCIATION, INC. An Owner shall automatically be a Member and may not transfer said Membership separate and apart from the Lot Ownership.

N. "Person" shall mean a natural person, corporation, partnership, or any other legal entity that is an Owner.

O. "Property" shall mean the real property subject to this Declaration, specifically that described in the Site Plan attached hereto as Exhibit B hereto, as that Property may be annexed thereto pursuant to Section 8.2 of this Declaration.

P. "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 structure located on a Lot.

Q. "Street" shall mean and refer to any existing or proposed private roadway which provides vehicular access to two or more Lots.

R. "Subdivision" or "Subdivision Plat" shall mean the residential subdivision plat of FLAGSTAFF MEADOWS SUBDIVISION, as subsequently recorded in the office of the Recorder of Coconino County, Arizona, and any amendments, replacements and substitutions thereto.

S. "Wastewater Service Assessment" shall mean the Special Assessment pursuant to Section 3.10. on each Lot to recover the Association's costs associated with the normal operating and maintenance expenses of the Association incurred to provide regular wastewater service.

T. "Water Use Assessment" shall mean the Special Assessment pursuant to Section 3.10 C. to recover the Association's costs incurred to provide water to Owner's Lot based upon the water consumption on each respective Lot.

ARTICLE II. GENERAL RESTRICTIONS

2.1 Uses Allowed.

A. The Property shall be used for a Subdivision, as herein defined, subject to the zoning laws and regulations of Coconino County, Arizona, applicable to the Property. All Lots shall be used only for Single Family purposes. No trade or business may be conducted on any residential Lot.

B. The parcels identified on the Site Plan and Subdivision Plat of the Property and referred to as "Common Areas" and will be owned in undivided interests by the Members and shall be for the common use and enjoyment of the Members. There is hereby reserved to the Declarant the right to create easements by grant, reservation or otherwise with respect to the Common Areas or portions thereof. A perpetual easement is hereby reserved for and granted to the Declarant, the Association, and all public service providers for the purpose of constructing, operating and maintaining any and all electric, gas, water, wastewater, telecommunication utilities facilities, and to the Lots for ingress and egress for garbage and refuse collection, and for emergency service vehicles. Such easements are granted over, under and upon the Streets shown on the Site Plan and Subdivision Plat or identified to be dedicated to Coconino County, Arizona, for public use. Nothing herein shall be construed to constitute a dedication of the said easements to the public.

C. Declarant's Exemption. Notwithstanding any other provision of this Declaration,

at any time during which Declarant owns a Lot subject to this Declaration, nothing herein shall be construed as prohibiting Declarant from maintaining a sales or development office on any parcel or engaging in activities which Declarant deems appropriate to its development or sales program.

2.2. Architectural Control.

A. The Association shall establish an Architectural Control Committee (sometimes hereinafter referred to as the "Committee") composed of not less than three nor more than five individuals, representing the Owners of the Lots. Each of said individuals must be an Owner (or part owner) of a different Lot in the development. A corporate owner may designate one officer to serve on the Committee for each Lot owned. The Committee shall initially consist of three persons as designated by the Declarant. A minimum of two-thirds of the members of the Committee shall be Owners of Lots. The Committee can, by a majority vote, designate a representative to act for and on behalf of the Committee. In the event of death or resignation of any member of the Committee or the creation of a vacancy on the Committee for any reason, the remaining member(s) shall have the right and power to name additional members of the Committee to fill any vacancy. The Committee or its designated representative shall have full authority to approve such design, material, location, elevation, alteration or other improvement herein provided, within thirty (30) days after proposed plans, specifications and plot plan have been submitted to it (and a written receipt shall have been given therefore). No member of such Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this paragraph. The address of the Architectural Committee to which all notices are to be given is:

Flagstaff Meadows Property Owners' Association
Architectural Control Committee
721 E. San Pedro
Gilbert, AZ 85234

This address may be changed from time to time by notice to each Lot Owner.

B. No Lot leveling, excavation, grading, planting and landscaping (front, side and rear), residence, outbuilding, fence or wall, or other improvement or installation, shall be commenced, erected, placed, or altered on any Lot, until the plans and specifications therefore, showing the nature, kind, shape, materials, floor plans, and locations shall have been submitted to and approved by the Committee and a copy thereof is finally approved and lodged permanently with the Committee. The Committee shall have the right to refuse to approve any such plans or specifications which are not suitable or desirable in its opinion for aesthetic reasons, or not in accordance with the overall theme of the Property, or any other reason, and in so passing upon such plans and specifications it shall have the right to take into consideration the suitability of the proposed building or other structure, and the material which is to be used, the site upon which it is proposed to be erected, the harmony with the surroundings, and the effect of the proposed structure on the outlook from adjacent or neighboring property. Any Owner requesting the approval of the Committee shall also submit to the Committee any additional information, plans and specifications which the Committee may request. The approval by the Committee of any construction, installation, addition, alteration, repair, change or other work pursuant to this Section shall not be

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deemed a waiver of the Association's right to withhold approval of any similar construction, installation, addition, alteration, repair, change or other work subsequently submitted for approval.

C. Upon receipt of approval from the Committee and the commencement of any construction or alteration approved by the Committee, such work shall be diligently prosecuted so that the Lot shall not remain in a partly finished condition any longer than is reasonably necessary. In any event, all improvements on any Lot shall be fully completed no later than nine (9) months from the commencement of the work on such Lot, excluding any period which completion is impossible, impractical or hazardous due to strikes, fires, floods, war, national emergencies, natural calamities or other supervening forces beyond the control of the Owners of such Lot.

D. Any change, deletion or addition to the plans and specifications approved by the Committee must be approved in writing by the Committee.

E. The Committee shall have the right to charge a fee for reviewing requests for approval of any construction, installation, alteration, addition, repair, change or other work pursuant to this Section, which fee shall be payable at the time the application for approval is submitted to the Committee.

F. All Improvements constructed on Lots shall be of new construction, and no buildings or other structures shall be removed from other locations on to any Lot.

G. The Committee shall have the exclusive right to grant approvals required by the Declaration and to waive or vary the Restrictions in particular respects whenever in the opinion of the Committee such waiver or variance will not be detrimental to the general intent and purpose of the Declaration. Notwithstanding the foregoing or any other provision of this Declaration, the Committee's right to waive or vary the Restrictions may be exercised with respect to a particular Lot or Lots rather than all of the Property so that any such waiver or variance may apply to such Lot or Lots as the Committee may determine in its discretion.

H. Any Owner, purchaser, encumbrancer or tenant having or acquiring in good faith for value an interest in a Lot may rely upon any instrument of record signed by the Committee, purporting to grant an approval or to waive or vary the Restrictions in particular respects.

I. The approval required of the Committee pursuant to this Section shall be in addition to, and not in lieu of, any approvals or permits which may be required under any federal, state or local law, statute, ordinance, rule or regulation.

J. The approval by the Committee of any construction, installation, addition, alteration, repair, change or other work pursuant to this Section shall not be deemed a warranty or representation by the Committee as to the quality of such construction, installation, addition, alteration, repair, change or other work or that such construction, installation, addition, alteration, repair, change or other work conforms to any applicable building codes or other federal, state or local law, statute, ordinance, rule or regulation.

2.3. General Restrictions.

The use of all Lots shall conform to the Restrictions of this Declaration and with the rules, regulations, codes, ordinances and laws of each governmental agency having jurisdiction over the Property. In addition, and notwithstanding the foregoing, there shall not be permitted any activity or use which will be offensive to the Property by reason of odor, fumes, dust, smoke, noise, glare, heat, sound, vibration, electromechanical disturbances, electromagnetic disturbances, radiation or danger of fire or explosion, and no use of a Lot shall be permitted which will result in the discharge of toxic matters into any sewer or septic system serving the Property. There shall be maintained on each Lot only those improvements which have been approved for the Lot by the Association in accordance with the provisions of this Declaration, and no alterations, additions or changes (including painting) shall be made or done to the improvements on the Lot, except as approved by the Association.

2.4 Additional Restrictions.

A. No dwelling structure whatsoever, other than one (1) single family private residence of not less than fourteen hundred (1,400) livable square feet (exclusive of carports, garages, breezeways, patios terraces, and porches) and a garage of not less than two (2), nor more than three (3) cars shall be erected, placed or permitted to remain on any of the Lots. The minimum width of a residence facing the dedicated street on which it is located shall be fifty (50) feet. Street numbers no less than four (4) inches in height and visible from the street shall be posted on every Lot.

B. No old building shall be moved from any other location onto any of said lots. No store, office, club, hospital, sanitarium, or other place for the care and treatment of the sick or disabled, physically or mentally, nor any theater, saloon, or other place of entertainment, nor any church, shall ever be erected or permitted on any of the Lots.

C. No building or other permanent structure (other than landscaping, walls, fences, or sidewalks) shall be erected or permitted on any of said Lots outside of the Building Envelope or in contravention to the setback lines established on the Plat of record of said lots or nearer than five (5) feet from any property line or such other distance as is reasonably established by the Architectural Control Committee hereinafter established or by any county regulation.

D. Except as may be installed by the Declarant, no boundary or enclosure fence or wall may be constructed on any Lot without the prior approval of the Architectural Control 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 Control 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 subsection, 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 Control Committee, all Fences and any materials used for Fences dividing, or defining the Lots must be of masonry block, wood with metal posts in concrete or wrought iron of the type and design as initially installed by the Declarant and must be erected in a good, workmanlike and timely manner. Further, all fences installed by Owners of Lots 17, 18, 36, 45, 46, 55, 60, 69, 70,



77, 78, 82, 83, 89, 90, 99, 100, 105, 106, 115, and 121 thru 133, shall be constructed and maintained as the theme wall installed by the Declarant.

E. No exterior signs or billboards of any nature other than a residential nameplate and an address sign which combined may not exceed two (2) square feet in area shall be erected or maintained on any lot. Exceptions to this restriction will be the Declarant's signs during the construction and sale of the property.

F. No animals, reptiles, fish or birds of any kind shall be raised, bred or kept on any lot; provided however, that a reasonable number of dogs, cats, fish or birds may be kept on a lot as household pets if such pets are not a nuisance or threat to other lot owners and are not kept, bred or maintained for commercial purposes.

G. All golf carts shall be stored within an enclosed garage. No recharge facility for golf carts shall be located outside the permanent structure.

H. 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 Property or the Owner's guests or tenants shall be parked upon a Lot within the Property, 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 below; or (ii) the commercial or recreational vehicles are parked on any public or private street within the Property on a Nonrecurring And Temporary Basis. The provisions of this Section 2.4.H do not apply to family vehicles.

I. 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 2.4.H 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 parking 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 Control 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 guests or tenants 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 Property only on a Nonrecurring And Temporary Basis, and no other on-street parking is permitted within the Property.

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J. 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 Property. No vehicles of any type may be constructed, reconstructed, or assembled anywhere on any Lot. No family vehicle or commercial or recreational vehicle shall be permitted to be or remain on any Lot in a state of disrepair or in an inoperable condition.

K. No clotheslines, equipment, service yards, wood piles other than those approved by the Declarant or Architectural Control Committee shall be kept or maintained on any lot.

L. No washing machine or other appliance, and no machinery or tools which might detract from the appearance of a residence shall be exposed to view, and the same shall be kept within an enclosed building or the inside of a residence.

M. All driveways shall be constructed of concrete.

N. No unlawful, offensive, or obnoxious conditions shall be carried on or maintained on any lot, nor shall anything be done or permitted thereon which may be or become a nuisance or annoyance to the neighborhood. There shall not be placed, stored, kept, allowed or maintained upon any lot any junk, trash, refuse, rubble or other unsightly condition or excessive weed growth.

O. All building exteriors must be completed within nine (9) months from the issue date of the building permit.

P. All buildings, and other structures erected or installed within said premises shall be of new construction. All roofing and siding materials shall be subject to approval by the Declarant or Architectural Control Committee. Prior to construction, a building permit must be obtained from the Coconino County Building Department.

Q. No antenna, satellite dishes or power generators shall be installed in a manner that will disturb the surrounding neighbors and/or the Property. The placement of any antenna, satellite dish or power generator must have the approval of the Architectural Control Committee before being placed on the structure or lot.

R. All garbage or trash containers and other such facilities must be hidden from view from the street fronting on the property, except on garbage and trash collection days. On collection days, the containers shall be returned to their storage area as soon as practicable, and will not be left on the street over night.

S. All propane or fuel storage tank(s) shall be either undergrounded or screened in accordance with controlling County regulations and as approved by the Architectural Control Committee.

T. All water and sewage disposal service to the Property shall be provided exclusively by the Association and no Lot shall contain any well, water storage facility, septic

system or any other waste disposal technology for such purpose.

U. No lot may be divided or resubdivided into smaller lots or conveyed or encumbered in less than its full original dimensions and description except those portions which may be dedicated or conveyed for public utility purposes, and no lot shall be conveyed or encumbered unless there is also included in any such conveyance or encumbrance, a pro rata undivided interest in the Common Areas which is appurtenant to said lot.

V. No changes in the elevations of the land shall be made on the premises outside a boundary which follows the perimeter of the residence ten (10) feet from the facade or as approved by the Architectural Control Committee. Walks and driveways should be situated so as to minimize disturbance to the native vegetation. Any other site grading, excavation or removal of trees shall require the express written consent of the Architectural Control Committee. Unless completed by Declarant as part of the Owner's purchase contract for the Lot, a Lot must be landscaped by the Owner of the Lot within ninety (90) days of receipt of a certificate of occupancy from Coconino County (final inspection). Prior to landscaping completion, the Owner shall keep the Lot free from all weeds and debris. Plans for all landscaping, lawns, plants, irrigation systems, sprinklers, shrubs, tress, and the like (collectively referred to as the "landscaping") that are to be installed anywhere on the Owner's Lot must be approved by the Architectural Control Committee under Section 2.2 of this Declaration. The Lot 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.

W. No incinerators shall be kept or maintained on any lot. Open fires or brush burning of any kind are expressly prohibited. Lot owners shall be individually, jointly and severally liable and fully responsible for any and all damages resulting on or adjacent to the Property for any of these violations or any other fire losses. All fireplaces shall be equipped with fire arresters.

X. 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 building without the prior written approval of the Architectural Control Committee. No air conditioners, swamp coolers, or similar units may be placed in any window unless approved by the Architectural Control Committee.

Y. Nothing in the Declaration shall be deemed to prevent the leasing of a Lot to a Single Family from time to time by the Owner of the Lot, subject to all of the provisions of the Declaration, Articles or Bylaws. Any Owner who leases his Lot shall promptly notify the Association and shall advise the Association of the terms of the lease and the name of each lessee. The lessee shall not become a voting member, which right remains with the Owner.

Z. All exterior lighting shall be installed in a manner that will minimize outdoor lighting in order to maintain dark skies and prevent light pollution and light trespass. All outdoor lighting shall conform to the provisions of Section 17 of the Coconino County Zoning Ordinance

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for Astronomical Zone II with the following additional restrictions.

- a) All outdoor lighting shall be fully shielded as defined by Section 17.3, and there shall be no exception for lamps below 1,000 lumens as described in Section 17.9.G.
- b) No outdoor lighting may be on "dusk to dawn" switches or timers except for street lights lighting public right-of-way where required.
- c) Motion detector switches are encouraged for outdoor security lights.
- d) Low wattage holiday decorations are exempt from these provisions, and are permitted as described in Section 17.9.E.
- e) These provisions shall be enforced by the subdivision's Architectural Review Committee prior to application for building permits, and a County lighting permit application shall be submitted in conjunction with all building permit applications that include outdoor lighting.

Fixtures must be shielded to control the direction of light and so not be offensive to the Owner of any other Lot. All such lighting shall be subject to approval by the Architectural Control Committee.

2.5 Waiver.

The Declarants shall have the right to waive any provision of Article II, which it deems in the best interest in the development of the Property.

ARTICLE III. THE ASSOCIATION

3.1. Creation of the Association.

The Declarants have formed the Association to assist in the management, controlled use, and enjoyment by the Members, and to enhance the value of the Property. The Bylaws of the Association shall reflect the conditions of this Article III with respect to membership and voting.

3.2. Membership.

Every person or entity, including Declarants, who are record owners of a fee interest in any portion of the Property shall be Members of the Association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.

3.3. Articles of Incorporation and Bylaws.

When the Association is created, the Association shall be governed pursuant to the Articles of Incorporation and Bylaws. Such Articles of Incorporation and Bylaws shall be deemed to be incorporated herein and made a part hereof and shall be deemed to run with and bind the land.

3.4. Voting Rights; Meetings.

3.4.1. Voting Classes.

The Association shall have two classes of voting Members:

A. Class A. Class A Members shall be all Members, except the Declarant. Subject to the authority of the Board to suspend a Member's voting rights in accordance with the provisions of this Declaration, a Class A Member shall have the number of votes provided in Section 3.4.2 of this Declaration; and

B. Class B. The Class B Member shall be the Declarant. The Class B Membership shall cease on the first to occur of the following events: (i) Declarant ceases to be an Owner; or (ii) Declarant gives written notice to the Association of Declarant's election to terminate the Class B Membership.

3.4.2. Number of Votes.

Each Member who is a Class A Member shall have one (1) vote for each Lot owned by the Owner. Each Member may exercise its vote in the manner and at the times specified in this Declaration.

3.4.3. Suspension of Voting Rights.

No Member shall be entitled to exercise any voting right as a Class A Member in the Association at any time during which the Member is delinquent in the payment of any assessment.

3.4.4. Right to Vote.

No change in the ownership of a Lot shall be effective for voting purposes until the Board receives written notice of such change together with satisfactory evidence thereof. In the event that a Lot is owned by more than one person and such owners are unable to agree as to how their vote or votes shall be cast, they shall not be entitled to vote on the matter in question. If any Member casts a vote or votes representing a certain Lot, the Member shall be conclusively presumed to be acting with the authority and consent of all other owners of such Lot unless objection thereto is made to the Board, in writing, at or prior to the time the vote or votes are cast. If more than one person casts or attempts to cast a vote for a particular Member, all such votes shall be deemed void.

3.4.5 Declarant's Control.

Until such time Declarant is not an Owner, or Declarant eliminates the Class B membership pursuant to Section 3.4.1.B., all formal action of the Association shall require the Declarant's approval.

3.4.6. Voting.

A. Any proposed action by the Association which requires the approval of the Members before being undertaken shall require the affirmative vote of: (i) the Class B Member and (ii) fifty percent (50%) of the votes held by the Class A Members present and voting at a duly called and held meeting of the Membership at which a quorum (as prescribed herein or in the Bylaws) is present, unless a higher percentage vote approving the proposed action is specifically prescribed by a provision of this Declaration, the Articles or the Bylaws.

B. In any election of the directors of the Board, every Member entitled to vote at such an election shall be entitled to cast the number of votes attributable to such Member by this Declaration multiplied by the number of directors of the Board to be elected. Each Member shall have the right to cumulate the Member's votes for one (1) candidate or to divide such votes among any number of candidates.

3.4.7. Meetings of the Association.

Regular and special meetings of Members of the Association shall be held with the frequency, at the time and place, and in accordance with the provisions of the Bylaws. All regular and special meetings of the Association and the Board shall be open to the Members and the Members may attend and listen to the proceedings; provided, however, that for regular and special Board meetings, Members (other than the Board members) may not participate in any discussion or deliberation unless expressly permitted by a vote of more than 50% of a quorum of the Board; and further provided, that the Board may exclude the Members from any such meeting, or portion thereof, as permitted under the provisions of A.R.S. §33-1804, et al, as those provisions may subsequently be amended.

3.5. Duties and Powers.

The Association is charged with the duties and invested with the powers prescribed by law and as set forth in the Articles of Incorporation and the Bylaws of the Association and in this Declaration. The provisions of this Declaration shall control in the event of any conflict with the Articles of Incorporation or the Bylaws of the Association, but any provision not inconsistent with law or with this Declaration contained in either or both of such documents and relating to the conduct of the affairs of the Association or the rights and powers of its directors, officers, employees, agents and members shall be valid. Without limiting the generality of the foregoing, the Association shall have the following powers and be charged with the following duties:

A. To acquire, own operate, maintain, manage, supervise, control and regulate the use of the roadways and other Common Areas, and to maintain, repair and replace as needed or desirable the improvements and equipment on or related to the roadways and Common Areas;

B. To levy and collect the annual and special assessments in the manner set forth in this Declaration and to authorize and make expenditures of Association funds as described in this Declaration;

C. To pay all taxes and assessments or similar levies assessed against any property owned by the Association and any income or other taxes imposed upon or assessed against the Association;

D. To maintain such policies of casualty, liability or other insurance as deemed necessary or desirable to further the purposes of and protect the interest of the Association, its members, the members of the Board of Directors and the Officers of the Association;

E. To purchase, lease, rent, or hire any materials, equipment, supplies, labor, service or other property or items which in the discretion of the Association shall be necessary, proper or desirable to carry out the Association's powers and duties hereunder; and

F. To enforce the provisions of this Declaration by all appropriate means, including without limitation, the expenditure of funds to employ legal counsel to pursue collection of delinquent assessments.

G. To provide the water and wastewater service necessary for the domestic and fire protection needs of the Property, and for that purpose to: (i) acquire assets from the Declarant or others necessary to provide domestic water, wastewater and fire protection water service to the Property; (ii) contract for the water supply or rights as required by the Members; (iii) contract for the wastewater services as required by the Members; (iv) own and operate any and all production, treatment, storage, transmission, pressure collection and disposal facilities (within or without the boundaries of the Property) necessary to provide that water and wastewater service; (v) acquire, own and operate any on-site transmission (including fire hydrants and lift stations), distribution, and metering for the provision of such service to the Property; and (v) contract with qualified persons or companies to manage, operate and maintain the water and wastewater related facilities owned by the Association; provided, however, that in the event the Arizona Corporation Commission attempts to exercise its jurisdiction over the Association to declare or adjudicate the Association as a public service corporation, then and in that event, the Association may take whatever action is necessary, including but not limited to sale and disposition of all water related facilities and assets, to preclude the Commission's regulation of the Association.

H. To provide water and wastewater service to the Common Area, including any Association employee housing that may be located on the Common Area. The cost of such service will be borne by the Association.

I. To do all other things authorized by law and necessary to conduct the business of the Association.

3.6. Limitation of Liability.

No member of the Board of Directors of the Association or any committee of the Association, or any officer of the Association, shall be personally liable to any Member, or to any other person, including without limitation, the Association, for any damage, loss or prejudice of any kind suffered or claimed on account of any act, omission, error or negligence of the Association, the Board or any officer, representative or employee of the Association or any other committee,

provided that such person has, upon the basis of such information as may be possessed by him or her, acted in good faith without willful or intentional misconduct.

3.7. Power of Attorney.

Wherever the Association is granted rights, powers, privileges or duties in this Declaration, the Board of Directors shall have the authority to act for the Association in accordance with the Association's Articles of Incorporation and Bylaws. Further, unless otherwise specifically restricted by the provisions of this Declaration, wherever the Association is empowered to take any action or do any act, each Member hereby constitutes and appoints the Association as attorney-in-fact for the purposes of taking such action or doing such acts including but not limited to executing, acknowledging and delivering any instrument or document necessary, appropriate or helpful for such purposes. Each and every person now or hereafter becoming a Member acknowledges that this power of attorney is irrevocable and coupled with an interest and by the acceptance of a deed for a Lot or by succeeding in any other manner to the ownership of a Lot, each Member shall be deemed and construed to have ratified and expressly granted the above power of attorney.

3.8. Creation of Lien and Personal Obligation of Assessments.

Each Lot Owner, by acceptance of a deed or contract for purchase therefore, covenants and agrees to pay to the Association and each subsequent Owner of any Lot, (whether or not expressly stated in any deed conveying such Lot), is deemed to covenant and agrees to pay to the Association, the Annual Assessments and the Special Assessments provided for herein. The Annual and Special Assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall constitute a charge on the land and shall be a continuing lien upon each Lot against which such assessments are made. Each assessment, together with any such interest and costs, shall also be the personal obligation of the Owner of the Lot at the time the assessment becomes due. The personal obligation for delinquent or then due assessments shall not pass to an Owner's successor unless expressly assumed in writing by such successor.

3.9. Annual Assessments.

The amount of the Annual Assessments to be levied in each calendar year against each Member shall be based upon the current and anticipated costs of exercising the Association's powers and performing the Association's duties and the future needs of the Association. The initial Annual Assessment shall be \$480.00, payable on a quarterly or monthly basis as determined by the Board. The Board of Directors shall have full authority to propose in good faith a budget and determine the Annual Assessments, subject to being adopted and approved by the Association members as provided below. At least forty-five (45) days prior to the commencement of each calendar year, the Board of Directors of the Association shall prepare and mail to each Member a budget describing the estimated costs and expenses to be incurred by the Association during the coming calendar year in performing its functions hereunder (including a reasonable allowance for overhead, replacement reserves and delinquent accounts) and the amount of the Annual Assessments based on such budget. The budget must be approved and adopted by Members holding a majority of the votes present in person or by proxy at a duly called meeting of the Association. After a budget has been so approved and adopted by the Association, the Board of Directors of the Association shall determine the amount of the Annual Assessment to be assessed to the Member for

the coming year. Until a budget has been approved for any calendar year and the amount of the Annual Assessments established for such year, the Board of Directors of the Association shall continue to levy and collect Annual Assessments at the level of the previous calendar year plus an increase of not more than twenty percent (20%) as may be determined by the Board of Directors.

3.10. Special Assessments.

A. In addition to the Annual Assessments, the Board of Directors of the Association may levy, in any calendar year, a Special Assessment payable over not more than ten (10) years for the purpose of paying in whole or part the cost of any action or undertaking incurred or to be incurred by or on behalf of the Association pursuant to the terms of this Declaration and not paid for by the Annual Assessments, including without limitation, to defray any budget deficits.

B. Billing for the Water Use Assessment and the Wastewater Service Assessments are specifically authorized by these Declarations and shall be administered by the Association's Board of Directors consistent with the Bylaws, as amended from time to time.

C. The Association may contract for, or cause the construction of, certain water production, treatment, storage, pressure, transmission, distribution and metering facilities and certain wastewater treatment, transmission and collection facilities necessary to serve the Owners' Lot, plus any facilities that, in the sole opinion of the Association, are necessary to most effectively install, operate and maintain the water and wastewater facilities within the Property. Those facilities within the Property and up to each Lot Line, including the water meter, shall become the property of the Association.

D. The Association may, as a condition precedent to a developer receiving water or wastewater service to any lot within any area annexed pursuant to Section 8.2 require the developer to enter into a Plant Expansion Agreement in which developer would pay all capital or contract costs incurred by the Association associated with the water or wastewater plant and appurtenant facilities necessary to serve the lots which the developer is developing. These funds will be refundable to the developer from hook-up fees established by the Board of Directors if and when collected by the Association from the Owners within the annexed area.

E. In anticipation of the need for the additional water and wastewater facilities described in Section 3.10.C, or for such facilities to serve an annexation area pursuant to Section 8.2, the Association shall collect as a one-time Special Assessment, A Facilities Reserve Fee from each member upon Member's request for water and wastewater service. That Facilities Reserve Fee shall be maintained in a separate interest bearing account to be used for the specified purposes. The Facilities Reserve Fee shall be set by the Board on an annual basis with the initial Facilities Reserve Fee being \$1,000 for water and \$1,800 for wastewater. The Facilities Reserve Fee for annexation areas shall be set at the time of such annexation. The one-time nature of this Facilities Reserve Fee shall not preclude the Board from assessing a Special Assessment pursuant to Section 3.10.A as required.

F. The Association shall, upon request of the Owner, install or cause to be installed, one and only one, 5/8 x 3/4 inch water meter at each Lot, pursuant to Section 3.10.C. On or

about the first of each month (or such other frequency as the Association may establish), the Association, or its contract management person or company, shall read all water meters of Owners receiving water service. The Association will thereafter bill each Owner receiving water service as set forth below a Water Use Assessment. This Water Use Assessment is due upon presentation and delinquent five (5) days after mailing. In the event the Water Use Assessment is not paid in a timely fashion, in addition to the "Nonpayment and Enforcement" provisions of Section 3.14, the Association retains the right to disconnect water service to the Owner's Lot. If the Association is forced to terminate service, it shall further assess the Owner the cost the Association incurs for the disconnect/reconnect procedure. Additionally, in the event the Water Use Assessment is not paid as contemplated herein, the Owner's voting rights under Section 3.4 shall be suspended until full payment is received by the Association.

G. The Association shall, upon request of the Owner, install or cause to be installed, one and only one, collection line to each Lot, pursuant to Section 3.10.C. On or about the first of each month (or such other frequency as the Association may establish), the Association, or its contract management person or company, shall bill each Owner receiving wastewater service as set forth below a Wastewater Service Assessment. This Wastewater Service Assessment is due upon presentation and delinquent five (5) days after mailing. In the event the Wastewater Service Assessment is not paid in a timely fashion, in addition to the "Nonpayment and Enforcement" provisions of Section 3.14, the Association retains the right to disconnect wastewater service to the Owner's Lot. If the Association is forced to terminate service, it shall further assess the Owner the cost the Association incurs for the disconnect/reconnect procedure.

H. The Water Use Assessment each Lot on which a building permit for a residence has been issued shall be \$15.00 per month, plus \$1.00 for each 1,000 gallons of water consumed. The Wastewater Use Assessment to such Lot shall be \$25.00 per month. These Use Assessments shall be evaluated each year by the Board of Directors to determine if all costs incurred by the Association associated with water and wastewater service have been recovered. The Board of Directors shall adjust these Use Assessments annually based on a budget of the projected years revenues and expenses, adjusted by any short fall or excess from the prior years operations. The Board of Directors may include reasonable operating reserves in that budget. These adjusted rates shall then be the basis for the water and wastewater Use Assessments.

I. In the event it is determined by the Board of Directors that it is in the best interest of the Declarant and the Owners that the Association not provide water or wastewater service to the Owners, but that said service can better be provided by another entity, then and in that event the Board shall discontinue all Water Use Assessment and the Wastewater Service Assessments authorized under this Section, provided, however, that any obligations created hereunder are expressly assigned to and assumed by the entity that will provide the subject water and wastewater service. If not so assumed, such assessments will continue to fulfill any remaining obligation of the Association related to water and wastewater service.

3.11. Proration and Assessment.

Both annual and special assessments (except for special assessments expressly imposed herein upon a particular Lot as provided in Section 3.10), shall be prorated among the Members and assessed against the Members on a per Membership basis.

3.12. Time for Payment.

The annual assessments for a calendar year shall be paid by each Member in equal monthly installments or in such other installments payable on such dates as the Association may elect. Special assessments shall be paid by each Member in such manner and on such dates as the Board of Directors of the Association shall establish.

3.13. Certificate of Payment.

The Association shall upon request of a Member furnish a certificate in writing signed by an Officer of the Association setting forth the date to which annual and any special assessments on such Owner's Lot or Membership has been paid and the amount of any delinquency. A reasonable charge may be made for the issuance of the certificate. Any Owner, Member, purchaser, tenant, or holder of an encumbrance may rely upon a duly issued certificate as conclusive evidence of payment of any assessment therein stated to have been paid or the amount of any delinquency as stated therein.

3.14. Nonpayment and Enforcement.

A. An assessment installment shall be delinquent if not paid within fifteen (15) days after its due date. Each delinquent installment shall incur a late payment penalty equal to the greater of Fifteen and 00/100 Dollars (\$15.00) or ten percent (10%) of the amount of the unpaid assessment. Additionally, the delinquent installment and the late payment penalty shall be subject to interest at an annual rate of eighteen (18%) percent until paid. If any assessment installment is not paid within five (5) days after becoming delinquent, the Association may, at its option: (i) commence legal proceedings against the Member personally obligated to pay the same; or (ii) upon compliance with the notice provisions required by law or as set forth in Section 3.14.B, whichever is more stringent, foreclose the assessment lien created and imposed in Section 3.8. Accrued interest, late charges and all costs and expenses of enforcing the assessment lien, including without limitation, attorneys' fees, shall be added to the amount of such assessment and included in any judgment obtained thereon. Each Member vests in the Board of Directors of the Association the exclusive right and power to maintain on behalf of the Association all actions to foreclose the Association's assessment lien against such Member or Members for the collection of delinquent assessments.

B. No action shall be commenced to foreclose an assessment lien sooner than fifteen (15) days after the date a notice of delinquency is deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, addressed to the delinquent Owner at the address shown on the Association's ownership roll for such Owner and a copy thereof is recorded in the office of the Coconino County Recorder, Arizona. The notice shall recite a legal description of

the affected Lot, the recorded Owner or reputed Owner thereof as shown on the ownership roll maintained by the Association and the amount of the delinquency.

C. In addition to all other legal and equitable rights or remedies, the Association may, at its option, bring an action at law against the Owner who is personally obligated to pay the delinquent assessment and/or to judicially foreclose the lien against the Lot in the manner provided by law for the foreclosure of real property mortgages, and there shall be added to the amount of such assessment the interest due thereon and all costs and expenses, including attorneys' fees, incurred by the Association in collecting the delinquent assessment. In lieu of judicially foreclosing the lien, the Association, at its option, may foreclose such lien by proceeding under a power of sale as in the manner provided by law for a deed of trust, such power of sale being hereby granted to the Association as to each and every Lot for the purpose of collecting assessments. Each Owner vests in the Association the exclusive right and power to bring all actions to collect delinquent assessments and foreclose assessment liens. The Association shall have the power to bid on a Lot at foreclosure sale, and to acquire and hold, mortgage and convey the same.

D. Upon the timely curing of all defaults for which a notice of delinquency was filed by the Association, the Association shall record an appropriate release of such notice upon payment by the defaulting Owner to the Association of all such charges, interest, costs and expenses, (including reasonable attorneys fees) as may have accrued or been incurred in connection with the delinquency.

E. The rights and remedies of the Association set forth herein shall be in addition to and not in limitation of all other rights and remedies which the Association may have at law or in equity.

3.15. Subordination.

The lien upon any Lot for annual and special assessments shall be prior to all other liens and encumbrances on a Lot except: (i) liens and encumbrances recorded before the recordation of the Declaration; (ii) any consensual mortgage or deed of trust on a Lot recorded before the date on which the assessment sought to be enforced became delinquent; and (iii) liens for real estate taxes and other governmental assessments or charges against the Lot.

3.16. Commencement of Assessments.

The regular assessments shall commence as to all Members as of close of the sale by Declarant of the first Lot. Regular assessments shall thereafter be set by the Association through its Board of Directors on an annual basis. After the initial annual assessment, the Association shall each year adopt a budget and fix the amount of the regular assessment against each Member, ideally, at least thirty (30) days in advance of each regular assessment period. Written notice of the assessment shall be sent to every Member subject thereto. The due dates shall be established by the Association on a monthly, semi-annual, or annual basis. Assessments shall be enforceable even though not timely noticed or established.

3.17. Exempt Property.

Notwithstanding any other provision of this Declaration, all Lots and other property owned by the Declarants and the Association shall be exempt from Assessments under this Declaration for so long as such Lots or property are owned by the Declarants or the Association.

ARTICLE IV. REGULATION OF IMPROVEMENTS

4.1 Maintenance of Common Area.

A. General. The Association shall have the obligation to maintain, repair and replacement on the Common Area and all landscaping, recreational facilities and other improvements located in or on the Common Area. The costs of such shall be part of the annual assessments (Section 3.9) subject, however, to Section 4.2.

B. Member's Damages to Common Area. In the event that the need for any maintenance or repairs of the Common Area is caused through willful or negligent act or omission of an Member, his family, guests, visitors, or tenants, the costs of such maintenance or repairs incurred by the Association shall become an assessment against the Member.

4.2 Maintenance of Lots.

In the event the Owner of a Lot fails to maintain his Lot(s) including the exterior of the improvements thereon and the yard and landscaping in a neat and clean condition, and generally in a manner satisfactory to the Architectural Control Committee, the Association, through its officers, agents, employees and/or independent contractors shall have the right, and each Owner by agreeing to acquire a Lot expressly grants and assigns to the Declarant or the Association, so long as Class B Voting Membership shall exist, and thereafter exclusively to the Association, the right (subject to prior notice as herein below set forth), to enter upon such Owner's Lot and repair, maintain, rehabilitate and restore the other structures located thereon to the condition deemed satisfactory to the Association. The cost thereof shall be charged against and collected from the Owner of the Lot, the amount thereof to be paid by the Owner within thirty (30) days from the date of the invoice sent to the Owner, and said amount further shall be secured by, and subject to all provisions regarding the assessment lien as provided in Article III of this Declaration. Prior to exercising the aforesaid right of restoration, the Association shall give written notice to the Owner of said Lot specifying the necessary repair, maintenance, rehabilitation or restoration to be undertaken, and granting the Owner thirty (30) days to accomplish the same. If, at the end of said periods the work required to be performed has not been completed (or has been completed in a manner unsatisfactory to the Association), then the Association shall have the right, as above set forth, to make such repairs, maintenance, rehabilitation or restoration. Nothing herein contained shall be construed as granting to the Association any right to enter inside of any building or buildings located on a Lot without the express consent of the Owner thereof.

4.3 Regulation of Water Service.

A. Conservation. Each Lot Owner shall practice good conservation of water in use of all water on Owner's Lot. Specific conservation practices may be established by the Board and adopted in the Bylaws as rules and regulations of the Association. These rules and regulations shall specify the type and quantity of trees, plants and ground cover permissible on each lot.

B. Termination of Service for Violation of Water or Wastewater Rules and Regulations. The Association is authorized to discontinue water and/or wastewater service to any person connected to its water system who violates the Association's water or wastewater rules, regulations, policies or procedures.

4.4 Regulation of Wastewater Service.

A. Service Subject to Regulation. The Association will provide wastewater service using treatment and collection facilities that are regulated by numerous county, state and federal Statutes and Regulations. Those Regulations include limitations on the type of wastewater that may be discharged into the system by any person directly or indirectly connected to the plant.

B. Wastes Limitation. The Association shall in its By-laws, or Policies and Procedures as duly adopted, establish permissible limits of concentration for various specific substances, materials, waters, or waste that can be accepted in the sewer system, and specify those substances, materials, waters, or waste that are prohibited from entering the sewer system. Each permissible limit so established shall be placed on file in the business office of the Association. No person shall discharge, or cause to be discharged, any new sources of inflow into the sanitary sewer including, but not limited to, storm water, surface water, groundwater, roof runoffs, subsurface drainage, cooling water, or unpolluted industrial process waters.

C. Inspection and Right of Entry. Inspections of every facility that is involved directly or indirectly with the discharge of wastewater to the Plant may be made by the Association as it deems necessary. These facilities shall include but not be limited to sewers; sewage pumping plants; all processes; devices and connection sewers; and all similar facilities. Inspections may be made to determine that such facilities are maintained and operated properly and are adequate to meet the provisions of these rules. Inspections may include the collection of samples. Authorized personnel of the Association shall be provided immediate access to all of the above facilities or to other facilities directly or indirectly connected to the Plant at all reasonable times including those occasioned by emergency conditions. Any permanent or temporary obstruction to easy access to the user's facility to be inspected shall promptly be removed by the facility user or Owner at the written or verbal request of the Association and shall not be replaced. No person shall interfere with, delay, resist or refuse entrance to an authorized Association representative attempting to inspect any facility involved directly or indirectly with a discharge of wastewater to the Plant. Adequate identification shall be provided by the Association for all inspectors and other authorized personnel and these persons shall identify themselves when entering any property for inspection purposes or inspecting the work of any contractor.

D. Termination of Service for Violation of Water or Wastewater Rules and Regulations. The Association is authorized to discontinue wastewater and/or water service to any person connected to its sewer system who violates the Association's wastewater or water rules, regulations, policies or procedures.

ARTICLE V. EASEMENTS

5.1. Easements.

Easements for installation and maintenance of roadways, utilities, drainage facilities and landscaping are reserved as recorded on the documentation conveying each Lot. Within these easements no structure or other building shall be placed or permitted to remain which may damage or interfere with the use of the easement.

ARTICLE VI. GENERAL PROVISIONS

6.1. Severability.

If any clause, phrase, sentence, condition or other portion of this Declaration shall be or become invalid, null and void or for any reason or shall be held by any court of competent jurisdiction to be so, the remaining portions shall remain in full force and effect.

6.2. Enforcement.

The covenants, conditions, and restrictions herein set forth shall operate as covenants running with the land into whosoever hands the property, or any part thereof, shall come, and shall be enforceable at the suit of any and every Member, Owner, lessee or sublessee of property, the Declarant(s) or the Association. The persons entitled thereto shall have the right to sue for and obtain injunctive relief and/or damages, including attorney fees. The failure to enforce any of the covenants, conditions or restrictions at any time shall in no event be deemed to be a waiver of the right of enforcement thereafter at any time. The violation of these covenants, conditions and restrictions shall not defeat nor render invalid the lien of any mortgage or deed of trust made in good faith and for value.

6.3. Notice to the Association.

Notice to the Association, or requests for approval of plans, specifications and location of buildings or signs shall be in writing and delivered or mailed to the Association at its principal place of business shown by the records of the Arizona Corporation Commission, or at any other location designated by the Association.

6.4. Notice to Owner.

Notice to any Owner of a violation of any of these restrictions or any other notice herein required shall be in writing and shall be delivered or mailed to the Owner at the address shown on the tax rolls of Coconino County, Arizona, or the address of owner as shown on the deed as recorded in the Public Records of Coconino County, Arizona.

6.5. Rights of Mortgagees.

None of the covenants, conditions, and restrictions herein contained shall be deemed in any way to reduce the security or affect the validity of any mortgage or deed of trust now or hereafter executed upon the land subject to this Declaration, and if any portion of said property is sold under foreclosure of any mortgage or under the provisions of any deed of trust, or is transferred to the holder of any such mortgage or deed of trust by deed in lieu of foreclosure, then any purchaser at such sale, or such transferee, and his successors and assigns, shall hold any and all property so purchased or transferred subject to all of the provisions of this Declaration.

ARTICLE VII. DURATION, AMENDMENT AND TERMINATION

7.1. Duration.

The covenants, conditions and restrictions shall continue and remain in full force and effect at all times with respect to all the Property and each part thereof now and thereafter made subject thereto (subject, however, to the rights to amend, terminate, waive or vary as provided in this Declaration) for a term of ten (10) years from the date this Declaration is recorded with the Coconino County Recorder, and thereafter they shall be deemed to have been automatically renewed and extended for successive periods of ten (10) years each, for so long thereafter as may be now or hereafter permitted by law; unless revoked or amended as herein provided.

7.2 Amendment and Termination.

Prior to the expiration of the Class B Voting Rights, no amendment or termination of this Declaration shall be adopted without the approval of the Declarant. Thereafter, the Restrictions or any provision contained in this Declaration may be amended or terminated at any time and from time to time as to all of the Property or as to any portion thereof with the written consent of seventy-five percent (75%) of the Members with each Owner receiving one (1) vote for each Lot owned. No such amendment or termination shall be effective until a proper instrument in writing has been executed, acknowledged and recorded in the Coconino County Recorder's Office signed and acknowledged by the requisite percentage of Members, and the Board of Directors if required, reciting the facts on which the amendment or termination is based and stating the substance of any amendment.

ARTICLE VIII. DEVELOPMENT, ANNEXATION AND SUBSEQUENT CONVEYANCE

8.1 Development.

The Property may be developed in one or more phases as defined by the Declarants.

8.2 Annexation.

Declarant hereby expressly reserves the right to annex under this Declaration other property designated by the Declarant, without the consent of any Owner, mortgagee or any other party with an interest in land covered by this Declaration. The annexation of any or all of the Annexable

Property shall be accomplished by the Declarant recording with the County Recorder of Coconino County, Arizona, an Amendment to this Declaration which subjects the annexed property to the Declaration, which established the land use of the annexed property and which includes the legal description of the property being annexed. An Amendment annexing property as permitted hereunder may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different intended character, if any, of the annexed property and as are not inconsistent with the plan of this Declaration. In no event, however, shall any such documents revoke, modify or add to the covenants, conditions or restrictions established by this Declaration and applicable to property previously covered by this Declaration. Such changes may only be made by Amendment pursuant to Section 7.2.

8.3. Subsequent Conveyance.

The Owner of a Lot may, at Owner's discretion and subject only to the laws of Arizona sell all or part of a Lot to a third party. The subsequently conveyed Lot shall be subject to all provisions of this Declaration.

ARTICLE IX. MISCELLANEOUS

9.1. Mandatory Membership.

No Owner of any interest in any Lot shall have any right or power to disclaim, terminate or withdraw from his membership in the Association or any of his obligations as such member, and no purported disclaimer, termination or withdrawal thereof or therefrom on the part of any such Owner or Member shall be of any force or effect for any purpose.

9.2. No Dividends.

The Association, being a non-profit corporation, shall not distribute to its members any sums in the nature of dividends.

9.3. Books and Records.

The books and records of the Association to be kept by the Board of Directors thereof shall be available for inspection by any Member or any representative of a Member duly authorized in writing, or any holder of a first mortgage lien on a Lot at such reasonable time or times during normal business hours as may be requested by the Member or by the holder of said first mortgage lien.

9.4. Governing Law.

This Declaration and all of the Restrictions shall be governed by and construed in accordance with the laws of the State of Arizona.

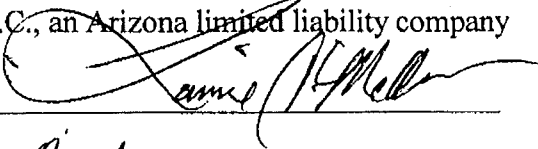
9.5 Declarant's Disclaimer of Representations.

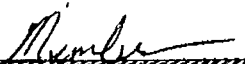
Notwithstanding anything to the contrary in this Declaration, Declarant makes no warranties or representations whatsoever that the development of the Property can or will be carried out, or that the Property or any other real property now owned or hereafter acquired by it is or will be committed to or developed for a particular (or any) use, or that if such real property is once used for a particular use, such use will continue in effect. While Declarant has no reason to believe that any of the provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any provisions of this Declaration. Any Owner acquiring a Lot in reliance on one or more of the provisions in this Declaration shall assume all risks of the validity and enforceability thereof and by acquiring the Lot agrees to hold Declarant harmless therefrom.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the day and year first above written.

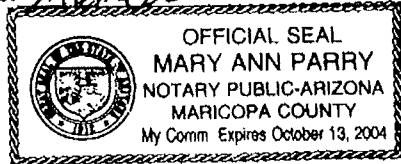
DECLARANTS

GREENFIELD LAND DEVELOPMENT,
L.L.C., an Arizona limited liability company

By: 

Its: 

STATE OF ARIZONA)
) ss.
County of MARICOPA)



The foregoing instrument was acknowledged before me this 17 day of JANUARY 2002, by Lenzie C. McClain managing Member of GREENFIELD LAND DEVELOPMENT, L.L.C., an Arizona limited liability company.


Notary Public

My Commission Expires:
Oct. 13, 2004

LEGAL DESCRIPTION

A PORTION OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 21 NORTH, RANGE 5 EAST, OF THE GILA AND SALT RIVER BASE & MERIDIAN, COCONINO COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 1;

THENCE SOUTH 00°33'42" EAST ALONG THE EAST LINE OF SAID SECTION A DISTANCE OF 2503.91 FEET;

THENCE NORTH 46°08'35" WEST A DISTANCE OF 1149.04 FEET;
THENCE SOUTH 13°20'56" WEST A DISTANCE OF 646.21 FEET;
THENCE NORTH 60°03'20" WEST A DISTANCE OF 428.29 FEET;
THENCE NORTH 27°47'14" EAST A DISTANCE OF 339.37 FEET;
THENCE SOUTH 60°13'33" EAST A DISTANCE OF 277.14 FEET;
THENCE NORTH 00°12'57" EAST A DISTANCE OF 367.81 FEET;
THENCE NORTH 46°08'35" WEST A DISTANCE OF 1967.51 FEET TO THE BEGINNING OF A 621.87 FOOT RADIUS TANGENT CURVE CONCAVE TO THE SOUTHWEST, A RADIAL TO SAID BEGINNING BEARS SOUTH 43°51'25" WEST;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°16'00", AN ARC DISTANCE OF 350.21 FEET;

THENCE NON-TANGENT TO SAID CURVE NORTH 00°13'44" WEST A DISTANCE OF 67.12 FEET;

THENCE NORTH 89°58'34" EAST A DISTANCE OF 62.91 FEET TO THE BEGINNING OF A 701.87 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, A RADIAL TO SAID BEGINNING BEARS SOUTH 15°30'04" WEST;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28°21'21", AN ARC DISTANCE OF 347.36 FEET;

THENCE TANGENT TO SAID CURVE SOUTH 46°08'35" EAST A DISTANCE OF 1921.95 FEET;

THENCE NORTH 43°51'25" EAST A DISTANCE OF 133.87 FEET;
THENCE NORTH 03°11'18" EAST A DISTANCE OF 192.67 FEET;
THENCE NORTH 46°08'35" WEST A DISTANCE OF 498.20 FEET;
THENCE NORTH 43°51'25" EAST A DISTANCE OF 55.43 FEET;
THENCE NORTH 06°10'22" EAST A DISTANCE OF 43.49 FEET;
THENCE NORTH 00°00'00" EAST A DISTANCE OF 22.50 FEET;
THENCE NORTH 04°45'56" WEST A DISTANCE OF 59.38 FEET;
THENCE NORTH 06°54'50" WEST A DISTANCE OF 58.23 FEET;
THENCE NORTH 01°38'14" WEST A DISTANCE OF 78.84 FEET;
THENCE NORTH 04°24'02" EAST A DISTANCE OF 75.75 FEET;
THENCE NORTH 05°21'29" EAST A DISTANCE OF 55.18 FEET;
THENCE NORTH 06°54'50" EAST A DISTANCE OF 35.04 FEET;
THENCE NORTH 02°07'19" WEST A DISTANCE OF 12.81 FEET;
THENCE NORTH 06°20'34" WEST A DISTANCE OF 50.65 FEET;
THENCE NORTH 04°34'33" WEST A DISTANCE OF 41.61 FEET;
THENCE NORTH 05°02'40" WEST A DISTANCE OF 62.81 FEET;
THENCE NORTH 00°01'16" EAST A DISTANCE OF 59.21 FEET;
THENCE SOUTH 89°59'34" EAST A DISTANCE OF 73.46 FEET;
THENCE NORTH 00°00'26" EAST A DISTANCE OF 175.29 FEET;
THENCE NORTH 89°58'34" EAST ALONG THE NORTH LINE OF SECTION 1 A DISTANCE OF 1054.69 FEET TO THE POINT OF BEGINNING.

EXHIBIT A

3124807
Page: 28 of 30
SR



SITE PLAN

4 NORTH & 0.06' (EED)

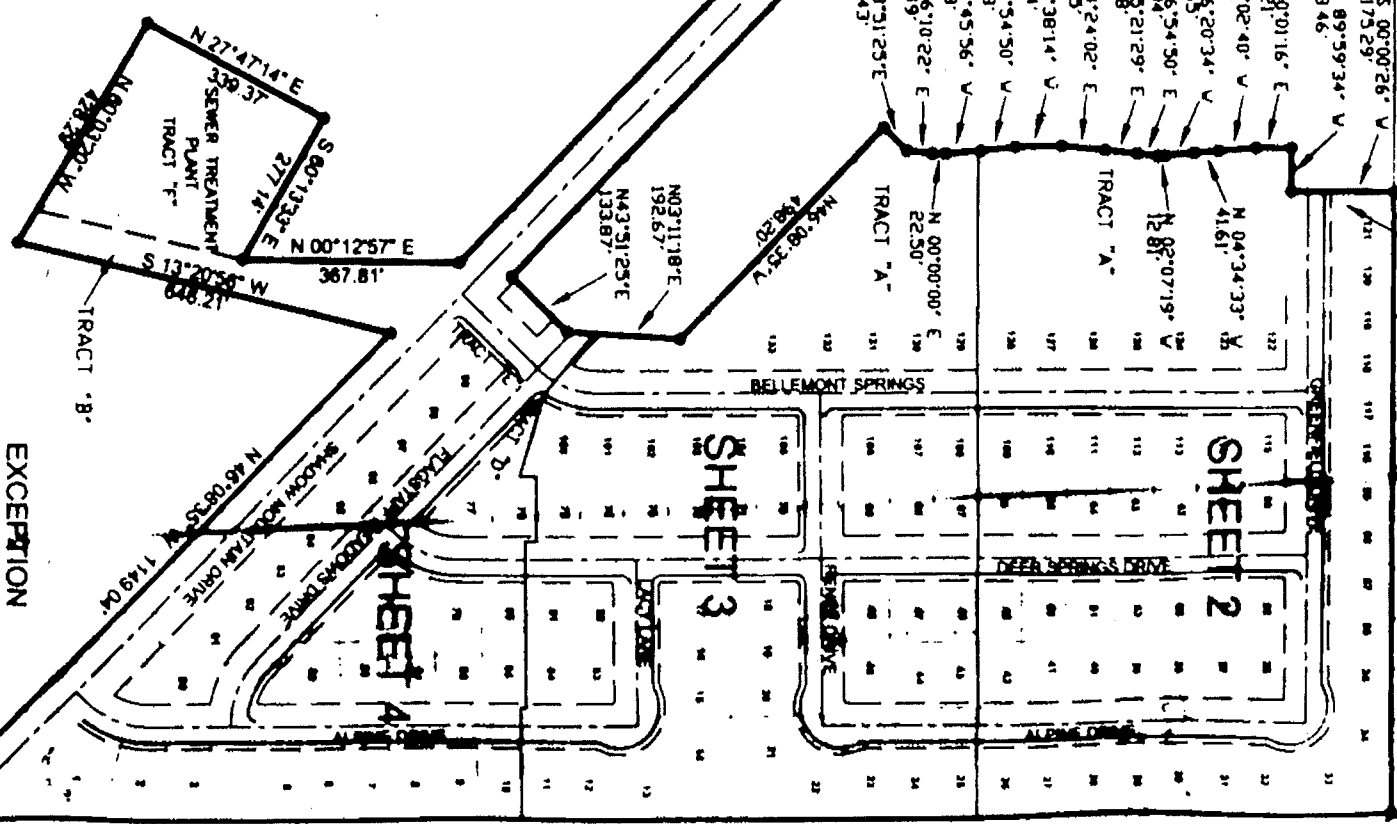
MOUTH LINE SECTION 1

NOTE
 FIBER OPTICS LINE IS LOCATED ALONG
 SHADON MOUNTAIN DRIVE. EXACT
 LOCATION UNKNOWN

EXCEPTION

INTERSTATE 40

EXCEPTION



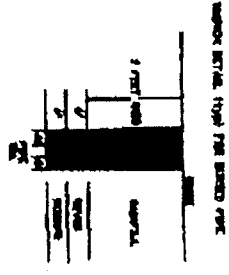
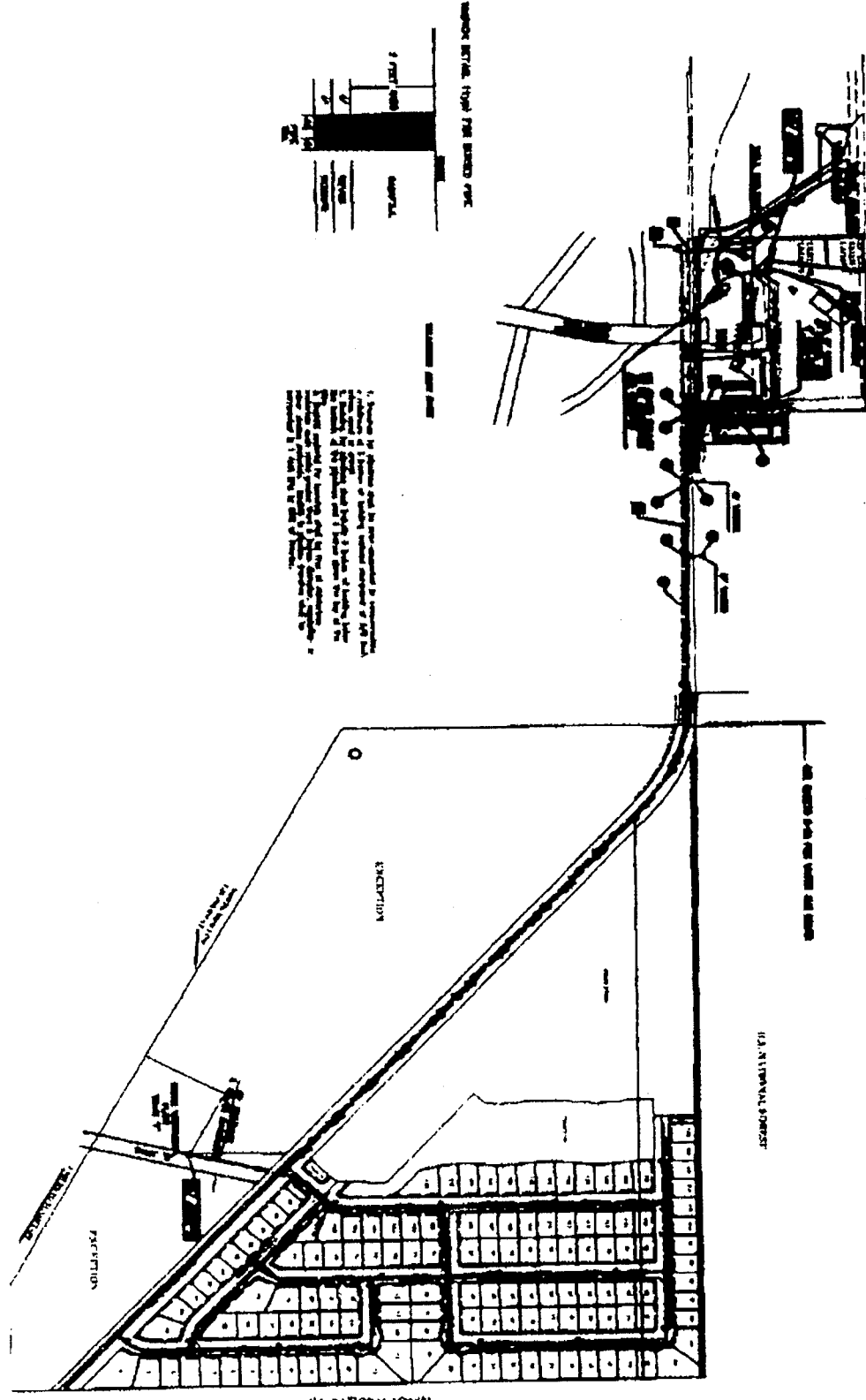
To show location only!

EXHIBIT B

SITE PLAN

To show location only!

FLAGSTAFF MEADOWS
 MASTER WATER & SEWER PLAN
 A PORTION OF SECTION 1, T.21N., R.5E.
 AND SECTION 36, T.22N., R.5E.



1. The plan is drawn to show the proposed location of the water and sewer lines. It is not intended to show the exact location of the lines. The location of the lines is subject to change. The location of the lines is subject to change. The location of the lines is subject to change.

Legend and other technical information:

- Water Main
- Sewer Main
- Water Service Line
- Sewer Service Line
- Water Valve
- Sewer Valve
- Water Meter
- Sewer Meter
- Water Tank
- Sewer Tank
- Water Tower
- Sewer Tower
- Water Pipe
- Sewer Pipe
- Water Fitting
- Sewer Fitting
- Water Connection
- Sewer Connection
- Water Structure
- Sewer Structure
- Water Structure
- Sewer Structure

WHEN RECORDED MAIL TO:



**RATIFICATION, APPROVAL AND CONSENT TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

FOR

FLAGSTAFF MEADOWS UNIT 2

KNOW ALL MEN BY THESE PRESENTS:

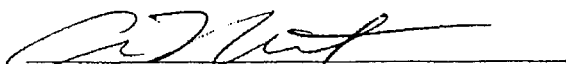
The undersigned, as owner of that certain property described as follows:

Lots 134, 160 through 167, inclusive, 176, 177, 178, 179, 187 and 188, FLAGSTAFF MEADOWS UNIT 2, according to Case 9, Maps 38-38B, records of Coconino County, Arizona;

hereby ratifies, consents to, confirms and approves that certain Declaration of Covenants, Conditions and Restrictions recorded January 22, 2002 in Instrument No. 3124807, and Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded May 4, 2004 in Instrument No. 3261157, records of Coconino County, Arizona, as if the undersigned had joined in the execution of said instruments.

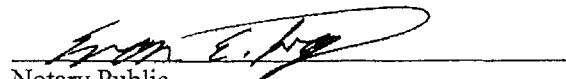
Dated: 6/21/04


American Equity LLC, an Arizona limited liability company, by:


Andrew Martin, managing member

State of Arizona
County of Coconino

This instrument was acknowledged before me this 21 day of June, 2004, by Andrew Martin, managing member of American Equity LLC, an Arizona limited liability company.


Notary Public
My commission expires:

 Notary Public State of Arizona
Pinal County
Evan E Ray
Expires July 12, 2004

4

WHEN RECORDED MAIL TO:



3262987
Page: 1 of 1
RL

TNT - PICK UP

**RATIFICATION, APPROVAL AND CONSENT TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

FOR

FLAGSTAFF MEADOWS UNIT 2

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, as Optionee of that certain property described as follows:

Lots 134, 160 through 167, inclusive, 176, 177, 178, 179, 187 and 188, FLAGSTAFF MEADOWS UNIT 2, according to Case 9, Maps 38-38B, records of Coconino County, Arizona;

hereby ratifies, consents to, confirms and approves that certain Declaration of Covenants, Conditions and Restrictions recorded January 22, 2002 in Instrument No. 3124807, and Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded May 4, 2004 in Instrument No. 3261157, records of Coconino County, Arizona, as if the undersigned had joined in the execution of said instruments.

Dated: 5/14/04

TGC Development, Inc., an Arizona corporation, by:

Timothy G. Campbell
Timothy G. Campbell, president

State of Arizona
County of Coconino

This instrument was acknowledged before me this 14 day of May, 2004, by Timothy G. Campbell, president of TGC Development, Inc., an Arizona corporation.

J. J. Johnson
Notary Public

My commission expires:

When recorded return to:
Laura Berglan
The Shanker Law Firm, PLC
P.O. Box 370
Flagstaff, AZ 86002

**AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
FLAGSTAFF MEADOWS PROPERTY OWNER'S ASSOCIATION**

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, AND RESTRICTIONS FOR FLAGSTAFF MEADOWS PROPERTY OWNER'S ASSOCIATION (the "Declaration") is made this 14 day of February, 2009, by Flagstaff Meadows Property Owner's Association.

1. Reference to Page 4, Paragraph 2 of the Introduction, of the Declaration of Covenants, Conditions, and Restrictions for the Flagstaff Meadows Property Owner's Association, that was recorded as Instrument 3124807, with the Coconino County Recorder, shall be amended as follows: "Declarant desires to provide conditions, covenants, and restrictions as hereinafter set forth to insure that the Property will continuously be maintained as an attractive setting for residential use with ample landscaped areas, to provide roadway ingress, egress and maintenance of the Common Areas available to the Owners (as such capitalized terms are hereinafter defined), to encourage the erection of attractive, high-quality homes and appurtenant structures, to prevent haphazard and inharmonious improvement of the Property, and in general to provide adequately for a high quality improvement and development of the Property."

2. Reference to Page 4, Article I, Section 1.1.C, of the Declaration of Covenants, Conditions, and Restrictions for the Flagstaff Meadows Property Owner's Association, that was recorded as Instrument 3124807, with the Coconino County Recorder, shall be amended as follows: "'Association' shall mean and refer to the FLAGSTAFF MEADOWS PROPERTY OWNERS' ASSOCIATION, INC., an Arizona nonprofit corporation, its successors and assignees for any or all of its rights under this Declaration. In the context of any specific action or responsibility, Association shall also mean the Board of Directors of the FLAGSTAFF MEADOWS PROPERTY OWNERS' ASSOCIATION, INC., or the Architectural Control Committee established herein."

3. Reference to Page 6, Article I, Sections 1.1.S. and 1.1.T., of the Declaration of Covenants, Conditions, and Restrictions for the Flagstaff Meadows Property Owner's Association, that was recorded as Instrument 3124807, with the Coconino County Recorder, shall be deleted.

4. Reference to Page 7, Article II, Section 2.2.A., of the Declaration of Covenants, Conditions, and Restrictions for the Flagstaff Meadows Property Owner's Association, that was recorded as Instrument 3124807, with the Coconino County Recorder, shall be amended as follows: "The Association shall establish an Architectural Control Committee (sometimes hereinafter referred to as the "Committee") composed of not less than three nor more than five individuals, representing the Owners of the Lots. Each of said individuals must be an Owner (or part owner) of a different Lot in the

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The Shanker Law Firm, PLC
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Flagstaff, AZ 86002

development. A corporate owner may designate one officer to serve on the Committee for each Lot owned. The Committee shall initially consist of three persons as designated by the Declarant. A minimum of two-thirds of the members of the Committee shall be Owners of Lots. The Committee can, by a majority vote, designate a representative to act for and on behalf of the Committee. In the event of the death or resignation of any member of the Committee or the creation of a vacancy on the Committee for any reason, the remaining member(s) shall have the right and power to name additional members of the Committee to fill any vacancy. The Committee or its designated representative shall have full authority to approve such design, material, location, elevation, alteration or other improvement herein provided, within thirty (30) days after proposed plans, specifications and plot plan have been submitted to it (and a written receipt shall have been given therefore). No member of such Committee nor its designated representative shall be entitled to compensation for services performed pursuant to this paragraph. The address of the Architectural Control Committee to which all notices are to be given is:

Flagstaff Meadows Property Owners' Association
Architectural Control Committee
PO Box 16330
Bellemont, AZ 86015

And copy of the notice shall be sent to:

Flagstaff Meadows Property Owners' Association
Architectural Control Committee
c/o Mark Caro Property Management
323 S River Run Road, #1
Flagstaff, AZ 86001

This address may be changed from time to time by notice to each Lot Owner."

5. Reference to Page 9, Article II, Section 2.4.B., of the Declaration of Covenants, Conditions, and Restrictions for the Flagstaff Meadows Property Owner's Association, that was recorded as Instrument 3124807, with the Coconino County Recorder, shall be amended as follows: "No old building shall be moved from any other location onto any of said lots. No store, office, club, hospital, sanitarium, theater, saloon or other place of entertainment, nor any church, shall ever be erected or permitted on any of the Lots."

6. Reference to Page 9, Article II, Sections 2.4.D., of the Declaration of Covenants, Conditions, and Restrictions for the Flagstaff Meadows Property Owner's Association, that was recorded as Instrument 3124807, with the Coconino County Recorder, shall be amended as follows: "Except as may be installed by the Declarant, no boundary or enclosure fence or wall may be constructed on any Lot without the prior approval of the Architectural Control Committee, and no boundary or enclosure fence or

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Laura Berglan
The Shanker Law Firm, PLC
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Flagstaff, AZ 86002*

wall may be modified from its original height and condition without the prior approval of the Architectural Control 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 subsection, 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 restrictions are more restrictive. Unless otherwise approved by the Architectural Control Committee, all Fences and any materials used for Fences dividing, or defining the Lots must be of masonry block, wood with metal posts in concrete or wrought iron of the type and design as initially installed by the Declarant and must be erected in a good, workmanlike and timely manner. Further, all fences installed by Owners of Lots 17, 18, 36, 45, 46, 55, 60, 69, 70, 77, 78, 82, 83, 89, 90, 99, 100, 105, 106, 115, and 121 through 133, shall be constructed and maintained as the theme wall installed by the Declarant."

7. Reference to Page 10, Article II, Section 2.4.G., of the Declaration of Covenants, Conditions, and Restrictions for the Flagstaff Meadows Property Owner's Association, that was recorded as Instrument 3124807, with the Coconino County Recorder, shall be deleted.

8. Reference to Page 10, Article II, Section 2.4.I., of the Declaration of Covenants, Conditions, and Restrictions for the Flagstaff Meadows Property Owner's Association, that was recorded as Instrument 3124807, with the Coconino County Recorder, shall be amended as follows: "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 2.4.H 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. Plans and specifications for any additional vehicle parking area must be approved in writing by the Architectural Control Committee prior to any construction or installation and must be constructed of pavers. 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 guests or tenants for family and domestic purposes, and a "family vehicle" does not include any of the commercial or recreational vehicles described. Notwithstanding any less restrictive local or municipal codes, ordinances, or stipulations, family vehicles may be parked in any public or private street within the Property only on a Nonrecurring And Temporary Basis, and no other on-street parking is permitted within the Property."

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Flagstaff, AZ 86002

9. Reference to Page 11, Article II, Section 2.4.M., of the Declaration of Covenants, Conditions, and Restrictions for the Flagstaff Meadows Property Owner's Association, that was recorded as Instrument 3124807, with the Coconino County Recorder, shall be amended as follows: "All driveways, including additional parking areas, shall be constructed of pavers approved by the Architectural Control Committee."

10. Reference to Page 11, Article II, Section 2.4.T., of the Declaration of Covenants, Conditions, and Restrictions for the Flagstaff Meadows Property Owner's Association, that was recorded as Instrument 3124807, with the Coconino County Recorder, shall be deleted.

11. Reference to Page 16, Article III, Sections 3.5.G and 3.5.H, of the Declaration of Covenants, Conditions, and Restrictions for the Flagstaff Meadows Property Owner's Association, that was recorded as Instrument 3124807, with the Coconino County Recorder, shall be deleted.

12. Reference to Page 18, Article III, Sections 3.10.B, 3.10.C, 3.10.D, 3.10.E, 3.10.F, 3.10.G, 3.10.H and 3.10.I, of the Declaration of Covenants, Conditions, and Restrictions for the Flagstaff Meadows Property Owner's Association, that was recorded as Instrument 3124807, with the Coconino County Recorder, shall be deleted.

13. Reference to Page 20, Article III, Section 3.12, of the Declaration of Covenants, Conditions, and Restrictions for the Flagstaff Meadows Property Owner's Association, that was recorded as Instrument 3124807, with the Coconino County Recorder, shall be amended as follows: "The annual assessments for a calendar year shall be paid by each Member in equal monthly installments every three months or in such other installments payable on such dates as the Association may elect. Special assessments shall be paid by each Member in such manner and on such dates as the Board of Directors of the Association shall establish."

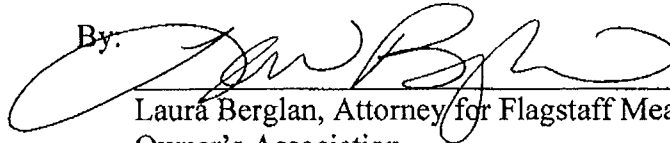
14. Reference to Page 21, Article III, Sections 3.16, of the Declaration of Covenants, Conditions, and Restrictions for the Flagstaff Meadows Property Owner's Association, that was recorded as Instrument 3124807, with the Coconino County Recorder, shall be amended as follows: "The regular assessments shall commence as to all Members as of close of the sale by Declarant of the first Lot. Regular assessments shall thereafter be set by the Association through its Board of Directors on an annual basis. After the initial annual assessment, the Association shall each year adopt a budget and fix the amount of the regular assessment against each Member, ideally, at least thirty (30) days in advance of each regular assessment period. Written notice of the assessment shall be sent to every Member subject thereto. The due dates shall be established by the Association on a monthly, semi-annual, or annual basis, or any other reasonable interval set by the Board. Assessments shall be enforceable even though not timely noticed or established."

When recorded return to:
Laura Berglan
The Shanker Law Firm, PLC
P.O. Box 370
Flagstaff, AZ 86002

15. Reference to Page 23, Article IV, Sections 4.3 and 4.4, of the Declaration of Covenants, Conditions, and Restrictions for the Flagstaff Meadows Property Owner's Association, that was recorded as Instrument 3124807, with the Coconino County Recorder, shall be deleted.

Dated this 17th day of February, 2009.

FLAGSTAFF MEADOWS PROPERTY OWNER'S ASSOCIATION, INC., an Arizona corporation.

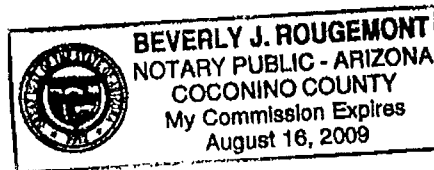
By: 
Laura Berglan, Attorney for Flagstaff Meadows Property Owner's Association

The foregoing instrument was acknowledged before me this 17th day of February, 2009, by Laura Berglan, Attorney for Flagstaff Meadows Property Owner's Association, Inc., on behalf of the corporation.


NOTARY PUBLIC

My Commission Expires:

Aug 16 2009



WHEN RECORDED MAIL TO:



TNT-PICK UP

DOCUMENT TITLE

RATIFICATION, APPROVAL AND CONSENT TO AMENDED
AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS INSTRUMENT IS BEING RE-RECORDED TO ADD THE
NOTARY SEAL.

WHEN RECORDED MAIL TO:



TNT - PICK UP

**RATIFICATION, APPROVAL AND CONSENT TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

FOR

FLAGSTAFF MEADOWS UNIT 2

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, as Optionee of that certain property described as follows:

Lots 134, 160 through 167, inclusive, 176, 177, 178, 179, 187 and 188, FLAGSTAFF MEADOWS UNIT 2, according to Case 9, Maps 38-38B, records of Coconino County, Arizona;

hereby ratifies, consents to, confirms and approves that certain Declaration of Covenants, Conditions and Restrictions recorded January 22, 2002 in Instrument No. 3124807, and Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded May 4, 2004 in Instrument No. 3261157, records of Coconino County, Arizona, as if the undersigned had joined in the execution of said instruments.

Dated: 5/19/04

TGC Development, Inc., an Arizona corporation, by:

Timothy G. Campbell
Timothy G. Campbell, president

State of Arizona
County of Coconino

This instrument was acknowledged before me this 14 day of May, 2004, by Timothy G. Campbell, president of TGC Development, Inc., an Arizona corporation.

Susan J. Johnson
Notary Public
My commission expires:



WHEN RECORDED RETURN TO:



3261157
Page: 1 of 3
SR

Richard L. Sallquist
Sallquist & Drummond, P.C.
2525 E. Arizona Biltmore Circle, Suite 117
Phoenix, Arizona 85016

**AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

FOR

FLAGSTAFF MEADOWS PROPERTY OWNER'S ASSOCIATION

COCONINO COUNTY, ARIZONA

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR

FLAGSTAFF MEADOWS PROPERTY OWNER'S ASSOCIATION
COCONINO COUNTY, ARIZONA

THIS AMENDMENT, is made this 4th day of May, 2004, by GREENFIELD LAND DEVELOPMENT, L.L.C., an Arizona limited liability company, hereinafter referred to as the "Declarant" to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FLAGSTAFF MEADOWS PROPERTY OWNER'S ASSOCIATION, COCONINO COUNTY, ARIZONA, dated January 22, 2002, (the "Declaration") as recorded in Document 312 4807, dated January 22, 2002 in the Coconino County Recorder's Office.

Declarant desires to provide the rights, privileges, and obligations of the Association, as defined in the Declaration, to the Owners and Members within the next phase of the Subdivision.

NOW, THEREFORE, the Declarant hereby amends and restates the Declaration as follows:

1. Pursuant to Article VIII, Section 8.2 of the Declaration, Declarant hereby amends and restates the Declaration to annex the following additional area into the Property:

FLAGSTAFF MEADOWS UNIT 2, Lots 134 through 221, as set forth on the Plat of the subdivision and recorded in Document 323 6550, dated November 19, 2002 in the Coconino County Recorder's Office. *in Case 9, Maps 38-38B*

2. All other terms and conditions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Amendment as of the day and year first above written.

DECLARANTS

GREENFIELD LAND DEVELOPMENT,
L.L.C., an Arizona limited liability company

By: *Laura C. Melan*

Its: Member



STATE OF ARIZONA)
) ss.
County of Cocconino)

The foregoing instrument was acknowledged before me this 04 day of May, 2004,
by Lonnie McCleve, member of GREENFIELD LAND DEVELOPMENT,
L.L.C., an Arizona limited liability company.

Desiree Mata
Notary Public

