

SASE
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 Windsor Valley Property Owners Association
 1101 W. Aspen Ave.
 Gilbert, AZ 85233

2012-002983
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 OFFICIAL RECORDS OF APACHE COUNTY
 LENDRA Y. FULTON, RECORDER
 06-06-2012 12:17 PM Recording Fee \$10.00

**THIRD AMENDMENT
 TO THE
 SECOND AMENDED AND RESTATED
 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
 WINDSOR VALLEY RANCH**

This instrument shall constitute the THIRD AMENDMENT TO THE SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINDSOR VALLEY RANCH.

In accordance with its rights under the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Windsor Valley Ranch (referred to herein as the "Declaration"), recorded at Fee Number 2009-007126 and thereafter amended, as recorded at Fee Number 2010-002974 (the "First Amendment") and thereafter amended, as recorded at Fee Number 2011-003057 (the "Second Amendment"), in the official records of Apache County, Arizona, and pursuant to Section 6.4 of said Declaration, the undersigned Declarant does hereby amend the Declaration as follows:

I. Section 2.5 "Management of the Association", the following paragraph shall be added:

"The association shall be responsible for "indemnifying" individual Board Members and Officers for any costs that they incur arising from their activities as a Board Member or Officer. These shall include any costs incurred that are associated with a claim or legal action."

II. Section 5.2 "Structures", the final sentence in that section shall be removed:

"Construction of all structures (including residences and guesthouses) shall be completed within twelve (12) months from commencement."

And shall be replaced by the following sentences:

"All Parcel Owners shall strive to complete construction of all structures (including residences and guest houses) within twelve (12) months from commencement. However, provided that the Parcel Owner's building permits are current and in good standing with Apache County and the partially-constructed structures are structurally

sound, not in a dilapidated condition and do not constitute a fire or safety hazard, then the twelve (12) month timeline for completion can be extended by written approval by the Board of Directors.”

- III. Section 5.3 “Primary Residences and Guest Houses”, the final sentence in that section shall be removed:**

“Construction of any residence shall be completed within one (1) year of commencement.”

And shall be replaced by the following sentences:

“All Parcel Owners shall strive to complete construction of all structures (including residences and guest houses) within twelve (12) months from commencement. However, provided that the Parcel Owner’s building permits are current and in good standing with Apache County and the partially-constructed structures are structurally sound, not in a dilapidated condition and do not constitute a fire or safety hazard, then the twelve (12) month timeline for completion can be extended by written approval by the Board of Directors.”

- IV. Section 5.8 “Antennas and Generators”, the following paragraph shall be removed:**

“The placement location of antennas, satellite dishes and power generators must not be installed in such a way as to disturb the owners of adjacent Parcels. Turbine wind generators are prohibited.”

And shall be replaced by the following paragraph:

“The placement location of antennas, satellite dishes and power generators must not be installed in such a way as to disturb the Owners of adjacent Parcels. Turbine wind generators are permitted provided they meet the following criteria: (i) there shall be no more than one (1) turbine wind generator per parcel; (ii) the entire turbine wind generator shall not exceed fifty (50) feet in overall height; (iii) the turbine wind generator must be placed within one hundred (100) feet of the primary residence and no closer than seventy-five (75) feet from Parcel boundary lines; and (iv) each turbine wind generator blade shall not exceed six (6) feet in length. In addition, solar panels may be affixed to the roof of the primary residence or mounted to a pole. If the solar panels are mounted to a pole, they must meet the above criteria for wind generators plus one additional criterion: the solar panels shall not exceed ten (10) feet in height from ground level.”

V. Section 5.24 "Fencing", the following sentence shall be removed:

"Fences along and adjacent to all other boundary lines may consist of barbed wire PROVIDING HOWEVER, wherever barbed wire fencing is used it shall be constructed using "wildlife friendly" techniques whereby the fence shall have smooth wire as the bottom strand, be 18 inches above the ground, and the overall fence height shall not exceed 60 inches."

And shall be replaced by the following sentences:

"Fences along and adjacent to all other boundary lines may consist of barbed wire. Wherever barbed wire fencing is used it shall be constructed such that the bottom strand is eighteen (18) inches above the ground and the overall fence height shall not exceed sixty (60) inches. A fence shall be deemed a lawful fence when it is constructed and maintained with good and substantial posts firmly placed in the ground at intervals of not more than thirty (30) feet, upon which posts are strung and fastened at least four barbed wires of the usual type tightly stretched and secured to the posts and spaced so the top wire is at least fifty (50) inches above the ground and the other wires at intervals below the top wire of twelve (12), twenty-two (22), and thirty-two (32) inches. Due to the uneven and rocky terrain, dimensions may vary by plus or minus three (3) inches. If the posts are set more than one rod (5 and ½ yards) apart, the wires shall be supported by stays placed not more than seven and one-half (7 and ½) feet from each other or from the posts, extending from the top wire of the fence to the bottom wire and each wire of the fence securely fastened thereto. Fences constructed of other materials that are equally capable of turning back livestock are deemed to be acceptable."

All other terms and conditions of the Declaration shall remain the same.

EXECUTED this 5th day of June, 2012

DECLARANT:

WINDSOR VALLEY PROPERTY OWNERS ASSOCIATION,
an Arizona Corporation

By: Brian S. Aley
Its: Secretary & Treasurer

STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument was acknowledged before me this 06 day of JUNE, 2012 by Brian S. Hagues, Secretary & Treasurer, Windsor Valley Property Owners Association.


Notary Public

My Commission expires: 09-25-2015

