

When Recorded Return To:
Arizona Land & Ranches, Inc.
1570 Plaza West Drive
Prescott, Arizona 86303

2009-007126

Page 1 of 21
OFFICIAL RECORDS OF APACHE COUNTY
LENORA Y. JOHNSON, RECORDER
11-04-2009 01:45 PM Recordings Fee \$30.00

**SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WINDSOR VALLEY RANCH
Apache County, Arizona**

TABLE OF CONTENTS

1. DEFINITIONS.....	5
1.1 "Additional Property"	5
1.2 "Association"	5
1.3 "Board"	5
1.4 "Common Areas"	5
1.5 "Declarant"	5
1.6 "Declaration"	5
1.7 "First Deed of Trust"	6
1.8 "Member"	6
1.9 "Owner"	6
1.10 "Parcel" or "Parcels"	6
1.11 "Property" or "Project"	6
1.12 "Rancher"	6
1.13 "Ranching"	6
1.14 "Recorded Plat" or "Record of Survey"	6
1.15 "Transition Date"	6
2. PROPERTY OWNERS ASSOCIATION.....	7
2.1 Purpose	7
2.2 Membership	7
2.3 Voting.....	7
2.4 Quorum Requirement.....	8
2.5 Management of the Association.....	8
2.6 Powers to Conduct Business	8
2.7 Estimated Costs.....	8
2.8 Regular Assessments.....	8
2.9 Special Assessments	9
2.10 Proration of Assessments	9
2.11 Assessment Liens.....	9
2.12 Maintenance/Management/Repairs of the Common Area.....	10
2.13 Notice of Noncompliance	11
2.14 Legal Costs.....	11
2.15 Variances.....	12
2.16 Transition Date.....	12
3. ANNEXATION OF ADDITIONAL PROPERTY	12
3.1 Declarant's Right to Annex Additional Property.....	12
3.2 Annexation of Additional Property.....	12
3.3 Sequence of Annexation	13
3.4 Disclaimer	13
4. DE-ANNEXATION	13
4.1 Declarant's Right to De-Annex Property.....	13
5. GENERAL RESTRICTIONS APPLICABLE TO ALL PARCELS.....	14
5.1 Use Restrictions	14
5.2 Structures	14
5.3 Primary Residences and Guest Houses.....	14
5.4 Temporary Structures.....	14
5.5 Location of Structures.....	15

5.6	Utility Lines	15
5.7	Vehicle / Trailer / Equipment Parking	15
5.8	Antennas and Generators	15
5.9	Off-Road Vehicles	15
5.10	Water and Individual Sewage Systems	15
5.11	Drainage Easements	16
5.12	Livestock, Horses, Poultry and Domestic Animals	16
5.13	Re-sale.....	16
5.14	Subdivision.....	16
5.15	No Medical Facilities.....	16
5.16	Churches or Clubs	16
5.17	Garbage	17
5.18	Junkyards, Auto Repair, Second-Hand Business, Material Storage	17
5.19	Nuisance Activities	17
5.20	Signs.....	17
5.21	Easements.....	17
5.22	Mineral Extractions.....	17
5.23	Reserved Water Rights and Grazing Rights	17
5.24	Fencing.....	18
5.25	Environmental Protection	18
6.	GENERAL PROVISIONS	18
6.1	Enforcement.....	18
6.2.	Declarant's Exemption.....	19
6.3	Invalidity / Severability.....	19
6.4	Amendments	19
6.5	Term.....	19
	LEGAL DESCRIPTION.....	21

**SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
WINDSOR VALLEY RANCH**

Apache County, Arizona

This instrument shall constitute the SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINDSOR VALLEY RANCH located in Apache County, Arizona.

RECITALS:

WHEREAS, Arizona Land, LLC ("Original Declarant") caused to be recorded the "Declaration of Covenants, Conditions and Restrictions for Windsor Valley Ranch," as recorded at Fee Number 2007-002221 along with subsequent amendments thereto (the "Original Declaration"); and

WHEREAS, the Original Declarant subsequently assigned its rights to Arizona Ranch Sales, LLC (hereinafter, the "Declarant"), under that document entitled, "Assignment of Rights, Title and Interests" recorded at Fee Number 2008-010565, and

WHEREAS, the Original Declaration was amended and restated by Declarant, in that instrument titled, "First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Windsor Valley Ranch" recorded at Fee Number 2007-007821, thereby replacing in its entirety the Original Declaration; and thereafter amended as recorded at Fee Number 2009-000978 (the "First Amendment"); at Fee Number 2009-001852 (the "Second Amendment"); at Fee Number 2009-006121 (the "Third Amendment"); and at Fee Number 2009-006700 (the "Fourth Amendment") in the Official Records of the Apache County Recorder, in Apache County, Arizona (collectively referred to herein as the "First Amended and Restated Declaration"); the undersigned Declarant (Developer) intends to and does hereby amend and restate the First Amended and Restated Declaration.

NOW THEREFORE, in accordance with Section 6.4 of the First Amended and Restated Declaration, Declarant, intends to and does hereby amend, replace and restate the First Amended and Restated Declaration for Windsor Valley Ranch and this instrument shall for all purposes amend, replace and restate said First Amended and Restated Declaration in its entirety as set forth below.

THIS SECOND AMENDED AND RESTATED DECLARATION (hereinafter "Declaration"), is made by Arizona Ranch Sales, LLC, an Arizona limited liability company, (hereinafter "Declarant"), the owner and developer of the property herein, along with its successors, assigns or designees; and is being recorded to establish a general plan for the development, sale, lease and use of Windsor Valley Ranch including all Phases, Units and portions thereof as described on Exhibit "A", as may be amended from time to time (the "Property"), in order to protect and enhance the value and desirability of the Property. Declarant

declares that all of the Property (as defined herein) shall be held, sold and conveyed subject to this Declaration. By acceptance of a deed or by acquiring any interest in any of the property subject to this Declaration, each person or entity, for him/herself or itself, his/her heirs, personal representatives, successors, transferees and assigns, binds him/herself, his/her heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules, and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the development, sale, lease and use of the Property and hereby evidences his/her interest that all the restrictions, conditions, covenants, rules and regulations contained in this Declaration shall run with the land and be binding on all subsequent and future owners, grantees, purchasers, assignees, lessees and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by Declarant, the Association, the Rancher, and all Owners. Declarant, its successors, assigns and grantees, covenant and agree that the parcels and the membership in the Association and the other rights created by this Declaration shall not be separated or separately conveyed, and each membership shall be deemed to be conveyed or encumbered with its respective parcel even though the description in the instrument of conveyance or encumbrance may refer only to the parcel.

1. DEFINITIONS

As used herein, the following terms have the following meanings:

- 1.1 **"Additional Property"** means any real property owned by Declarant, which is adjacent to or situated within the vicinity of the Property, together with all improvements, situated thereon, which Declarant may subsequently annex and make part of the Property and which would be subject to this Declaration.
- 1.2 **"Association"** means the Windsor Valley Property Owners Association, an Arizona nonprofit corporation, as referred to in Section 2 of this Declaration.
- 1.3 **"Board"** means the board of directors of the Windsor Valley Property Owners Association.
- 1.4 **"Common Areas"** means all easements or real property, along with any amenities, improvements or facilities located thereon, that are owned, leased or granted to the Association for the common use and enjoyment of its Members (the Owners). Common Areas may include, but are not limited to, interior roadways, recreational easements, trails, or any other areas or facilities designated by Declarant to be Common Area and granted to the Association herein or on the Recorded Plat of the Property for the benefit of its Members.
- 1.5 **"Declarant"** means Arizona Ranch Sales, LLC an Arizona Limited Liability Company, as developer and the original owner of record of the Property.
- 1.6 **"Declaration"** means this Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Windsor Valley Ranch.

- 1.7 **"First Deed of Trust"** means any deed of trust or realty mortgage, or agreement for sale made in good faith and for value and properly executed and recorded so as to create a lien on any Parcel or Parcels that is prior to the lien of any other deed of trust or realty mortgage.
- 1.8 **"Member"** means the Owner of record of any Parcel located within the Project as a member of the Windsor Valley Property Owners Association.
- 1.9 **"Owner"** shall mean and refer to the owner of record, whether one or more persons or entities, of fee or equitable or beneficial title to any Parcel, including Declarant. Owner shall include the purchaser of a Parcel under an executory contract for purchase. The foregoing definition does not include persons or entities that hold an interest in any Parcel solely as security for the performance of an obligation.
- 1.10 **"Parcel" or "Parcels"** means a portion of the Project intended for independent ownership and use and designated as a Parcel on the Recorded Plat, either individually or collectively as the case may be as such divisions maybe allowed by law.
- 1.11 **"Property" or "Project"** means the real property described on Exhibit "A"(and any amendments thereto), attached to this Declaration, together with all improvements located thereon, and all Additional Property, together with all improvements located thereon, which is annexed and subjected to this Declaration by the Declarant. The Property subject to this Declaration is initially comprised of "Lots 1 - 148 inclusive, of Windsor Valley Ranch"; Lots 149 - 210 along with 217 of Windsor Valley Ranch Phase II, Unit 1; and Lots 218 - 225 Windsor Valley Ranch Phase II, Unit 2, located in Apache County and as shown on the Recorded Plats and Recorded Survey for Windsor Valley Ranch, but as stated, may include Additional Property added by Declarant.
- 1.12 **"Rancher"** means any current person or entity owning or leasing the reserved Grazing Rights to the Property and the rights to certain reserved "pre-existing" registered ground and surface waters, along with watering/grazing related facilities located on the Property and shown on the Recorded Plat, to be used in conjunction with the Grazing Rights.
- 1.13 **"Ranching"** means the raising of cattle, horses, poultry and domestic animals by Owners in accordance with the provisions stated in herein.
- 1.14 **"Recorded Plat" or "Record of Survey"** means any Plat or Record of Survey of Windsor Valley Ranch, as recorded in the official records of Apache County, Arizona, and as thereafter may be amended or supplemented, together with all subsequent Recorded Plats or Surveys for any Additional Property.
- 1.15 **"Transition Date"** means that date specified on or before which the Declarant transfers control of the Association to its Members or at such time as one hundred percent (100%) of the Parcels have been sold or earlier, at Declarant's option.

2. PROPERTY OWNERS ASSOCIATION.

2.1 Purpose: The Property shall be subject to the Windsor Valley Property Owners Association. The purpose of the Association is: (1) To maintain, repair and improve; (a) easements, gates and fences located on or within the Common Property; and (b) common water wells and appurtenances (c) Recreational Easements and any other Common Areas benefiting the Property and designated by Declarant for maintenance by the Association. (2) To enforce the provisions set forth in this Declaration.

DECLARANT SHALL MAINTAIN THE COMMON AREAS UNTIL THE TRANSITION DATE OF THE ASSOCIATION.

2.2 Membership: Each and every Owner, in accepting a deed or contract for any Parcel, whether or not it shall be so expressed in such deed or contract, automatically becomes a Member of the Association, and agrees to be bound by the terms set forth in this Declaration and such reasonable rules and regulations as may, from time to time, be established by the Association. Membership shall be appurtenant and may not be separated from ownership of the Parcel. The rights and obligations of an Owner and membership in the Association shall not be assigned, transferred, pledged, conveyed or alienated in any way, except upon transfer of ownership of such Parcel, whether by intestate succession, testamentary disposition, foreclosure of a deed of trust or a mortgage, or such other legal processes as are now in effect or as may be hereafter established pursuant to the laws of the State of Arizona. The Association shall be operated and conducted on a strictly cooperative and non-profit basis. Each Owner, as a Member, shall have such voting rights as set forth in this Declaration and in the Association Bylaws.

2.3 Voting: The total number of votes in the Association shall be on the basis of three (3) votes per "original" Parcel owned ("original" meaning the Parcel as originally created on the Record of Survey). Developer shall have ten (10) votes for each Parcel owned. The total number of Parcels and therefore the total number of votes may also be increased or decreased from time to time by the annexation of Additional Property or the de-annexation of Property, pursuant to Sections 3 and 4 of this Declaration. Unless otherwise specifically provided herein or in the Bylaws, all Association matters requiring a vote of the Members shall be determined by a majority vote (i.e., a majority of the votes cast) so long as the quorum requirements are met. If more than one party is the Owner of a Parcel, there must be unanimous agreement among those who own an interest, otherwise the vote(s) attributable to that Parcel shall not be counted. Any action requiring a vote of the Members may take place in two ways: 1) By vote cast in person at a meeting; and/or 2) By absentee ballot as provided for in the Bylaws.

Any division of a Parcel shall be considered a separate Parcel subject to a separate assessment and entitled to a separate vote in the Association. At any time that a Parcel, not owned by Declarant, is legally further divided in accordance with this Declaration, the three (3) votes available to the original Parcel shall be reallocated as follows: 1) If the original Parcel has been divided into two (2) Parcels, the largest Parcel shall be allocated two (2) votes and the remaining Parcel shall be allocated one (1) vote. 2) If the original Parcel has been divided into three (3) Parcels, each Parcel shall be allocated one (1) vote.

2.4 Quorum Requirement: Unless otherwise stated herein or in the Association's Bylaws, the number of votes received by the Association for most voting matters must represent twenty-five percent (25%) of the total number of Members entitled to vote in order to constitute a quorum, whether the votes be cast in person or by proxy at a meeting, or received as written mail-in votes.

2.5 Management of the Association: Declarant shall maintain control of the Association and act as its board of directors (the "Board") until the Transition Date when the Members elect a new Board. Thereafter, the Members shall elect the Board annually in accordance with the Bylaws. Unless otherwise stated herein or in the Bylaws, and with the exception of those matters requiring a vote of the Members, the Board and such officers as the Board may elect or appoint in accordance with the Articles and Bylaws (as they may be amended from time to time), shall conduct all affairs and exercise the powers of the Association.

2.6 Powers to Conduct Business: The Association shall have the power to borrow and encumber its assets and, in all respects, shall have the powers set forth herein and in the Bylaws, including the power to enter into contracts with third parties to perform all or part of its functions, and to hire its own employees to do so. The Association shall have the power to obtain appropriate insurance, to create reserves, to issue rules and regulations pertaining to the Common Area, to establish an architectural review committee and other committees, and to establish further architectural guidelines in addition to the provisions contained in this Declaration.

2.7 Estimated Costs: The Association, on an annual basis, shall make a determination of the estimated costs of insurance and operating costs, easements and any other designated Common Areas shown on the Recorded Plat or otherwise so designated, including any reserves necessary for future capital expenditures and maintenance. The Association shall furthermore allocate the estimated costs for such insurance, operating costs maintenance and repairs to be included under regular assessments. The Association shall prepare an annual budget and also an annual accounting of monies received and disbursed in accordance with the Bylaws.

2.8 Regular Assessments: Each Owner (Member), other than Declarant, shall pay regular annual assessments for normal maintenance, repair, management, and reserves for the Common Areas, along with insurance and operating costs for the Association. Such assessments shall be charged to Members on a uniform flat-fee basis per Parcel owned, PROVIDING HOWEVER, those Members owning multiple (two (2) with a maximum of three (3)) *contiguous* Parcels of LESS THAN 36 ACRES, shall only be charged the regular annual assessment amount for one (1) of said multiple Parcels. The remaining one (1) or two (2) contiguous Parcels (hereinafter referred to as "Exempt Parcels") shall be exempt from the regular annual assessment fee, only so long as still owned by that Member. In the event an Exempt Parcel is sold or conveyed by the Owner to a subsequent party, the full regular assessment amount normally due for that Parcel, shall revert to the current assessment amount of all other Parcels that are LESS THAN 36 ACRES (pro-rated from date of conveyance) in the Development; and all such subsequent Owner(s) of the affected Parcel(s) shall be responsible for paying regular annual assessments for that Parcel thereafter. Any Member owning *more* than three (3) contiguous, or more than one (1) *non-contiguous* Parcels OF LESS THAN 36 ACRES, shall be responsible for paying a separate regular annual assessment amount for each additional Parcel owned. Owners of multiple contiguous Parcels purchased prior to March 24, 2009 shall not be reimbursed for Assessments

already paid for individual multiple Parcels, HOWEVER this provision shall become effective as of March 24, 2009, for all *future* assessments billed to such Owners of multiple contiguous Parcels.

Regular assessments may be collected on a monthly, quarterly or annual basis, or any combination of same as determined by the Board. The Board shall establish, prepare and distribute to the Members an estimate of anticipated annual expenses (the "Budget") for the following fiscal year at least sixty (60) days prior to the end of the current fiscal year. Any proposed Budget that would result in an increase of more than fifteen percent (15%) in the regular assessments from the immediate previous year must be approved by the Members pursuant to the Bylaws. Assessment billing shall be sent to every Owner at least forty-five (45) days prior to the due date established by the Board. The initial regular assessment for Parcels LESS THAN 36 ACRES shall be \$150.00 per Parcel annually. Parcels of 36 ACRES OR LARGER, in addition to the Regular Assessment amount of \$150 charged to the smaller Parcels, shall initially be charged an additional \$271 for a total of \$421 annually to cover the cost of maintaining the private roadway easements used to access said Parcels.

2.9 Special Assessments: In addition to regular assessments, the Association may establish special assessments for the construction, repair, reconstruction, or replacement of a capital improvement of the Common Area or for any other lawful Association purpose or expense, HOWEVER any special assessment established for the purpose of such capital expenditures must be approved by a two-thirds (2/3) majority vote of Members meeting a fifty percent (50%) quorum requirement. Special assessments shall be allocated and charged on the same basis per Parcel as regular assessments.

At no time shall Declarant be responsible for paying any Regular or Special Assessments for any Parcel it currently owns or subsequently holds ownership of in the future."

2.10 Proration of Assessments: Regular assessments will be assessed as of the date of recordation of the deed wherein the Owner acquired legal title to the Parcel. All Owners acquiring interest in a Parcel during the calendar year shall be obligated for a pro rata portion thereof, however, Declarant shall not be responsible for comparable assessments on each Parcel it owns. Declarant may be responsible for providing labor, material and/or monies in sufficient amounts, not to exceed the amount of the normal Parcel assessment for each Parcel it owns, if necessary in Declarant's opinion, to properly fulfill the Association's maintenance responsibilities until the Transition Date or earlier, at Declarant's option. Where the holder of a First Deed of Trust, including Declarant, obtains title to the Parcel as a result of trustee's sale, or deed in lieu of foreclosure, of said First Deed of Trust, such acquirer of title, its successors and assigns, shall not be liable for the share of the assessments by the Association chargeable to such Parcel which became due prior to the acquisition of title to such Parcel by such acquirer. Such acquirer, other than Declarant shall be responsible, as any Owner, for assessments charged subsequent to the acquisition.

2.11 Assessment Liens: Assessment payments shall be considered delinquent if not postmarked within fifteen (15) days from the established due date. For each Parcel, the applicable regular and any special assessments, late payment penalties and charges, if any, together with interest, (all as set by the Association, but not to exceed the amount permitted by law), costs and reasonable attorney's fees, shall constitute a lien on the Parcel. Each Owner shall

be personally responsible for his or her share of assessments imposed by the Association. This personal obligation or delinquent assessments shall not pass to the Owner's successor; PROVIDED HOWEVER, the obligation to pay the same shall be a continuing lien on the applicable Parcel, excepting for the provisions of Section 2.10 above, relating to deed of trust beneficiaries and to realty mortgagees. Such lien shall be prior to all other liens excepting only ad valorem liens in favor of governmental assessing units or special assessment districts. The Assessment lien may be foreclosed by the Association in a like manner as a foreclosure of a real property deed of trust or realty mortgage only under the following circumstances: a) If the amount owed is \$1,200 or more, not including collection fees, attorney's fees or late fees; or b) The amount has been delinquent for a minimum of one (1) year. The Association shall have the power to bid on the delinquent Parcel at a foreclosure sale, and acquire, hold, lease, encumber and convey the same. A suit to recover a money judgment for unpaid assessments and charges shall be maintainable by the Association without foreclosing or waiving the lien securing the same.

2.12 Maintenance/Management/Repairs of the Common Area: The Association shall take necessary and appropriate action for the maintenance, repair, replacement, and management of the Common Areas (and any common facilities constructed by Developer located thereon) and shall have the right to enter upon any Parcel, if reasonably necessary, in order to take such action. Certain roadways within the Project are "private" (rather than "public") roadway easements as identified on the Recorded Surveys, and are dedicated to the Association for ingress, egress, utilities, maintenance and repairs for the benefit of its Members. The cost of maintenance and repairs to said "private" roadway easements shall be included in the total Regular Assessment amount (\$421) assessed the Owners of those Parcels of 36 ACRES OR LARGER that are accessed by said "private" roadways.

The Common Area designated as the 'Recreational Easement' (referred to herein as the "Easement") initially shown on the Record of Survey for Windsor Valley Ranch Phase II, Unit 2 (together with subsequent Plats or Surveys to be recorded by Developer) has been dedicated to the Association for the recreational use, enjoyment and benefit of its Members. The intended use for the Easement is for recreational activities such as hiking, picnicking, horseback riding and for travel by non-motorized vehicles. Use of motorized vehicles (such as ATVs) on the Easement area is permitted HOWEVER such use shall be limited to existing roadways or trails. Any common facilities located or constructed by Developer thereon shall be maintained by the Association. No further common facilities may be placed or constructed on the Easement by the Association or any other person or entity without the Developer's express written approval. Prior to the Transition Date, Developer reserves the right to establish additional rules or restrictions for the use of the Easement. After the Transition Date, the Association (by majority vote of the Members) may establish additional rules and restrictions for the use of the Easement.

The Owners of the Parcels that the Easement is located on (the "Affected Lots") may place fencing on and along that portion of the Easement boundary line that is located on their individual Parcels to restrict access of the Easement's recreational users to the rest of their Parcels so long as the fencing along the side Parcel boundary lines is placed outside of the fifteen foot (15') Utility / Equestrian easements described on the Record of Survey to allow such recreational users access to the Easement. Such fencing may consist of barbed wire so long as constructed in accordance with Section 5.24 "Fencing" herein.

After the Transition Date the Association shall add the Owners of the Affected Lots, as additional insured parties, to its general liability insurance policy for the Common Areas in order to restrict and limit said Owners from liability for the use of the Easement.

Neither the Developer, the Owners of the Affected Lots, nor the Association, its directors, officers, agents or Members shall be liable to any person or entity entering upon or using the Recreational Easement, for any claims or damages resulting directly or indirectly from any use of the Easement. Each Owner (Member), lessee, resident, and the Rancher hereby releases the Affected Owners, the Developer and the Association from any and all claims, actions, suits, demands, causes of action, losses, damages, or liabilities (including, without limitation, strict liability) related to or arising in connection with any injury or damage resulting from activities or occurrences on the Easement; and all such persons or entities using the Easement assumes the risks of damage and possible injury to persons or property. Each Owner of an Affected Lot agrees to indemnify and hold harmless the Developer, the Association, its directors, officers and Members for any claims or damages resulting directly or indirectly from use of the Easement."

2.13 Notice of Noncompliance: In the event the Board or a majority of the Members meeting a fifteen percent (15%) quorum determines that any Owner has not complied with the provisions of this Declaration, the Board shall give notice to said Owner by certified mail (the "first notice"). The Owner shall be given ten (10) days after the postmarked date of said notice to respond by certified mail. Within ten (10) business days after receipt of the Owner's response or if the Owner fails to respond, within twenty (20) days from the date of the first notice, the Board shall provide the Owner with a full written explanation of the violation and state the provision in the Declaration that has allegedly been violated (the "second" notice) which shall include: the date of the violation or the date the violation was observed; the first and last name of the person or persons who observed the violation; and the process the Owner must follow to contest the notice. The Owner shall correct same or, if not readily correctable within fifteen (15) days after the date of the second notice, submit corrective plans proposing Owner's remedy to the condition. The Board shall approve or disapprove any plans submitted by the Owner within ten (10) days of receipt of said corrective plans and set forth a reasonable time for the correction. In the event such condition is not corrected in accordance with the approved plans and within the allotted time, or in the event the Owner has not submitted corrective plans and fails to make the correction within (30) days from the date of the Board's second notice, the Association is hereby granted the right of entry onto the affected Parcel to remedy such condition or violation. If so corrected by the Association, the Association may recover its costs by filing a civil suit, obtaining a judgment and filing a lien on the Owner's Parcel. The lien may not be foreclosed on as in the case of assessment liens, however, it shall be valid and if unpaid, taken from the sales proceeds when the Parcel is sold. The Association is hereby granted the right of entry onto the affected Parcel for the purpose of correcting the condition or violation complained of. Remedies to Owners contesting a violation notice may include filing a civil lawsuit or filing a petition for a hearing in front of an Administrative Law Judge with the Office of Administrative Hearings.

2.14 Legal Costs: The Declarant, and/or the Board may cause a lawsuit to be commenced and maintained in the name of the Association against an Owner to enforce the payment of any delinquent assessment or to enforce any other pertinent provision of this Declaration. Any judgment rendered in any such action shall include the amount of the delinquency, interest at a rate not to exceed ten percent (10%) per annum from the date of delinquency, the amount of

damages proven, court fees, and reasonable attorney's fees which are incurred by the Association as fixed by the court, as allowed by law.

2.15 Variances: So long as Declarant maintains control of the Association, Declarant, in its sole and absolute discretion, may grant a variance to any restriction or provision contained herein, and approve or disapprove any proposed improvement or alteration for any reason, including, but not limited to, aesthetics or potential negative impact on its ability to sell any remaining Property. After the Transition Date and in accordance with the Bylaws, the Board or Members may grant reasonable variances, where strict adherence to these restrictions would cause undo hardship or in cases where the Members of the Association would, in the Association's opinion, benefit from said variance. Variances may only be granted by a unanimous vote of the Directors or by two-thirds (2/3) majority vote of the Members meeting a ten percent (10%) quorum. Any variance granted is to be recorded in the Apache County Recorder's Office and should state if the provisions of the variance are to "run with the land" or terminate when the affected Parcel is sold.

2.16 Transition Date: The Declarant, as the Association's initial Board, shall call a meeting of the Members for the purpose of turning over the operation and control of the Association and shall notify the Members not less than thirty (30) days prior to said meeting. Prior to the meeting, the Members shall initially elect, by a majority of the votes cast by Members meeting a twenty-five percent (25%) quorum, three (3) Members to the Board. The election results shall be announced at the meeting. So long as Declarant owns any Parcel in the Project at the time of the Transition Date, Declarant may exercise its voting rights by casting the number of votes it still retains at the time. Immediately following the transition meeting, the newly elected Board may hold their first meeting for the purpose of electing officers and conducting any other business of the directors. Following the Board meeting, the Association may hold its first annual meeting of the Members.

3. ANNEXATION OF ADDITIONAL PROPERTY

3.1 Declarant's Right to Annex Additional Property: At any time the Declarant shall have the right to annex and subject to this Declaration all or any portion of the Additional Property without the consent of any other Owner or person. Declarant, its successors and designees reserve all present and future rights to utilize all Common roadways and easements within the Project to comparably develop lands within or adjacent to the Project and to grant use of said easements to additional subsequent individuals or entities. Any such expansion to be included within this Declaration shall be subject to the terms and conditions of this Declaration, but may include reasonable variances.

3.2 Annexation of Additional Property: Declarant may annex and subject Additional Property to this Declaration by recording an amendment to Exhibit "A" of this Declaration describing the property being annexed. Common Area, as shown on the Recorded Plat of the Additional Property, shall be subject to the provisions set forth in this Declaration with the maintenance, repair and replacement of the Common Area being the responsibility of the Association as set forth herein. The voting rights of the Owners of Parcels annexed pursuant to this section shall be effective as of the date of the annexation. The Owner's obligation to pay assessments shall commence as provided in Section 2.10 of this Declaration.

3.3 Sequence of Annexation: The Additional Property may be annexed as a whole, at one time or in one or more portions or phases at different times, or it may never be annexed, and there are no limitations upon the order of annexation or the boundaries thereof. The Additional Property annexed by the Declarant pursuant to Section 4 need not be contiguous with other property in the Project, and the exercise of the right of annexation as to any portion of the Additional Property shall not bar the further exercise of the right of annexation as to any other portion of the Additional Property.

3.4 Disclaimer: DECLARANT MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER THAT: (1) The Project will be completed in accordance with the plans for the Project as they exist on the date this Declaration is recorded; (2) Any Property subject to this Declaration will be committed to or developed for a particular use or for any use; (3) The use of any Property subject to this Declaration will not be changed in the future; or (4) All or any portion of the Additional Property will annexed, or the exact number of Parcels to be added in the event of annexation.

4. DE-ANNEXATION

4.1 Declarant's Right to De-Annex Property: Notwithstanding any other provision of this Declaration, Declarant shall have the right from time to time, at its sole option and without the consent of any Owner, the Board or any other person, to delete from the Property and remove from the effect of this Declaration one or more portions or Parcels of the Property, so long as (1) The portion of the Property to be removed and deleted is owned by Declarant, or the Owner of such portion of the Property executes and records an instrument approving such deletion and removal; and (2) Such deletion and removal would not deprive Owners of other parts of the Property of easements or rights-of way necessary to the continued use of their respective parts of the Property (unless Declarant at the same time provides for reasonably adequate replacement easements or rights-of way). Declarant may exercise its rights of de-annexation in each case by executing and causing to be recorded an instrument which identifies the portion of the Property to be so deleted and removed and which is executed by each Owner of such portion of the Property to be so deleted and removed (if other than Declarant). The deletion and removal of such portion of the Property shall be effective upon the date such instrument is recorded; whereupon, the portion of the Property so deleted and removed shall thereafter for all purposes be deemed not a part of the Property subject to this Declaration. No such deletion and removal of a portion of the Property shall act to release such portion from the lien for assessments or other charges hereunder which have accrued prior to the effective date of such deletion and removal, but all such assessments or other charges shall be appropriately prorated to the effective date of such deletion and removal. Each portion of the Property deleted and removed pursuant hereto shall thereafter be deemed to be a part of the Additional Property unless otherwise expressly provided to the contrary in the instrument recorded to effect such deletion and removal.

5. GENERAL RESTRICTIONS APPLICABLE TO ALL PARCELS

5.1 Use Restrictions: All Parcels shall be used for residential and recreational purposes only provided, however, livestock, horses, poultry and domestic animals may be kept pursuant to the provisions in Section 5.12. Notwithstanding anything contained in this Paragraph this restriction shall not prohibit home offices in a residential property where business is conducted through telephone, computer, or other electronic means and where the business is not apparent from the exterior of the residence; does not create noise or congestion from traffic or parking; and preserves the residential nature of the Property. All uses shall be in compliance with Apache County zoning regulations and permitted uses, in addition to the provisions stated herein.

5.2 Structures: Not more than one (1) single family detached residential structure and one (1) guest house, along with customary outbuildings such as, a garage, barn, stable, tack-room, horse facilities and equipment room shall be permitted on each Parcel. Under no circumstances shall any Parcel contain more than two (2) living quarters consisting of the primary residence and guest quarters. Guest quarters are defined as a separate guest house OR living quarters contained within a barn. No structure shall exceed two (2) stories or thirty feet (30') in height unless written approval has been given by Apache County including but not limited to barns and windmills. All structures must be constructed from new material or its equivalent with the finished exteriors being of natural colors, in harmony with each other, and in harmony with the natural surroundings. Structures may be subject to Apache County codes, regulations, building permits, and Flood Control District requirements (if applicable), the compliance of which shall be the Owner's responsibility. No reflective roofing shall be allowed. Corrals and pens shall be built and maintained in an attractive and workmanlike manner and maintained in such sanitary manner so as not to be considered a nuisance. Construction of all structures (including residences and guesthouses) shall be completed within twelve (12) months from commencement.

5.3 Primary Residences and Guest Houses: Construction of a primary residence and guest house or barn with living quarters shall be newly and permanently constructed for year-round living and must meet Apache County's minimum standards for single-family dwelling construction. Mobile, modular, manufactured or pre-constructed home may be used as long as they are placed in a permanent fashion (e.g., concrete stem walls with footers), and are models built within one year of placement. Single-wide mobile homes are prohibited. No structure, including but not limited to dwellings, shall exceed two (2) stories in height. All primary residences shall contain a minimum of 1,100 square feet of living area, exclusive of garage, carport, open porches, and patios. The square footage for guesthouses shall be in accordance with current Apache County zoning regulations. No dwelling or other improvement shall be occupied until fully completed. Construction of any residence shall be completed within one (1) year of commencement.

5.4 Temporary Structures: Motor homes, travel trailers and recreational vehicles may not be parked or used on a Parcel for more than ninety (90) accumulative days per year unless an Owner has obtained building permits for a primary residence and has commenced construction. All such structures (other than temporary horse shelters) must be fully self-contained or connected to a permanent, sewage disposal system as referred to in Section 5.10. Temporary horse shelters must be covered, but may be un-enclosed (i.e. mare motels) and, once a primary residence has been constructed on the Parcel, may be used for shade but are not to be considered

a replacement for a permanent facility as described in Section 5.12. No temporary structure may be used as a residence or guesthouse.

5.5 Location of Structures: All structures are to be erected or placed no closer to Parcel boundary lines than fifty feet (50'). Fences are not considered "structures" under this guideline. The set-back lines and all other restrictions contained herein are in addition to plat requirements, zoning and other land use regulations established by governmental authorities and the more restrictive shall apply.

5.6 Utility Lines: All utility lines running to any residence, outbuilding, machinery, pump, etc., must be placed underground beginning at the point where it enters the Parcel.

5.7 Vehicle / Trailer / Equipment Parking: No campers, camping trailers, boats, boat trailers, vehicles under repair or inoperable, travel trailers, motor homes, recreational vehicles, ATV's, sporting or camping equipment, unlicensed or unregistered vehicle may be parked on any roadway, driveway or easement. If parked on a Parcel, such vehicles or equipment must be kept in a garage or other such structure described in Section 5.2 OR screened from view by walls, fences, screens, or foliage and not closer than 50 feet from Parcel boundary lines.

5.8 Antennas and Generators: 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.

5.9 Off-Road Vehicles: All vehicles, engines, or motors must be operated with a muffler and/or spark arrestor. Off-road vehicles such as motorbikes, motorcycles, ATV's, snow mobiles or other motorized vehicles may be operated on owner's individual Parcel and on the Recreational Easement, HOWEVER, motor-cross tracks, racing areas, competitive off-road racing or any structured motor-cross activities are strictly prohibited. Any off-road vehicles operated on roadways or existing trails must be operated in a safe manner, in accordance with Apache County, and in such a way so as not to create a hazard or a nuisance or endanger livestock.

5.10 Water and Individual Sewage Systems: Each Parcel Owner may drill one (1) domestic, well per Parcel owned, at Owner's cost, and withdraw groundwater for noncommercial purposes so long as the well pump does not exceed a capacity of fifteen (15) gallons per minute. "Domestic" water use as defined herein, may include the following; outdoor watering for landscape vegetation, a garden, livestock and other allowed animals. Any domestic well must be installed in compliance with the laws, rules, and regulations of the Arizona Department of Water Resources and any other applicable federal, state or local regulatory agency or authority. If requested by the Board or Declarant, Owner will provide reasonable evidence of the well pump's capacity and amount of land being irrigated during any calendar year. All residences shall contain an individual sewage system that has been constructed to Apache County Health Department standards, including setback requirements. All required permits must be obtained prior to installation. All sewage systems shall be maintained so as not to disturb surrounding Owners with offensive odors or sights and located so as to minimize grading and disturbance to existing vegetation.

5.11 Drainage Easements: The Property is hereby subject to drainage easements for drainage of storm water runoff. No person shall be entitled to alter the existing drainage patterns on any portion of the Property or materially relocate existing drainage locations in any way.

5.12 Livestock, Horses, Poultry and Domestic Animals: The intended use of the Property is for residential and recreational purposes, however Ranching, as defined herein, is permitted so long as it does not impede adjacent Owners enjoyment of their property by creating a nuisance, excessive noise, odor, health or sanitary concerns. The number of livestock animals is limited to 1 animal per 1 acre. Livestock animals are defined as horses (and associated genre), cows, goats, and sheep. No pigs are allowed. Boarding facilities (except as otherwise stated herein), riding stables, dairies, kennels, and poultry farms are considered commercial use of the Property and are prohibited. All livestock, poultry and other animals shall be confined within a fenced area with fencing constructed of new material or the equivalent and of adequate height and strength to safely contain said animals. If barbed wire fencing is used it shall conform to the provisions set forth in Section 5.24 herein. Other than temporary horse shelters, as permitted under Section 5.4, upon the completion of a primary residence, Owners keeping horses must provide a permanent, covered and enclosed structure appropriate to the number of horses being kept. At a minimum, a horse structures shall be constructed with a number of stalls sufficient to house 50% of the total number of horses kept. Such structures may include a stick-built barn, a covered mare-motel which has been enclosed with wood, and prefab metal barns HOWEVER, all such structures shall be of a color that is in harmony with the natural surroundings and construction is to be done in a professional manner. It is recommended that the facade of the structures be analogous with the facade of the primary residence. Livestock and poultry areas shall be kept clean and odor free, with all manure removed on a regular basis. Dogs shall be kept within fenced areas or restrained on leashes.

5.13 Re-sale: No original Parcel(s) may be resold by an Owner until after eighteen (18) months from the date of initial conveyance or until after the Transition Date, which ever is sooner.

5.14 Subdivision: Original Parcels (as created by Declarant) containing 36 ACRES OR MORE may be further divided two additional times creating a maximum of three (3) Parcels with a minimum size of twelve (12) acres for each Parcel created. Newly created Parcels must also contain a building and septic site outside of the Recreational Easement to allow for compliance with all required County and State setbacks related to water, septic, and building requirements. Each newly created Parcel must also contain a minimum of 150' feet of road frontage along the original roadway easements created by Declarant on the Record of Survey(s) for the purpose of ingress / egress, emergency vehicle access and utility line construction and maintenance to the new Parcel. A ten foot (10') wide easement shall be created along and adjacent to all other Parcel boundary lines. All easements created shall be appurtenant and of a perpetual term. Additionally, all easements shall state the party responsible for maintenance and must be recorded by Owner in the Office of the Apache County Recorder prior to conveyance of either Parcel to a subsequent party.

5.15 No Medical Facilities: Hospitals, clinics, and other facilities for the treatment or care of the physically or mentally ill or disabled are prohibited.

5.16 Churches or Clubs: or other institutions organized for religious worship or discussion are prohibited as are buildings used primarily as clubhouses or meeting facilities.

5.17 Garbage: No Parcel may be used for temporary or permanent storage of rubbish or trash (collectively, garbage). No garbage may be kept on any Parcel except in covered containers and screened from view from adjacent Parcels.

5.18 Junkyards, Auto Repair, Second-Hand Business, Material Storage: No junkyards, auto repair, second-hand businesses or other uses that create a negative visual impact, excessive noise or congestion from traffic or parking shall be conducted on any Parcel. Storage of trucks, cars, buses, and machinery, equipment or building materials on any Parcel shall be screened from view in conformance with the provisions set forth in Section 5.7 unless enclosed in a proper structure so as not to be visible from an adjoining Parcel or any roadway.

5.19 Nuisance Activities: The unusual, unnecessary, prolonged, or indiscriminate creation of noise, dust, fumes, odors or any other offensive activity is prohibited, including but not limited to road racing, loud music, and excessive gunfire.

5.20 Signs: No signs will be permitted (including but not limited to For Sale or For Rent signs) on Parcels until after the Transition Date: EXCEPT for address signs that identify the address and/or the Owner of the Parcel, which signs will not exceed 4 square feet. All signs are to be in strict conformance with the laws and ordinances set forth by Apache County. Permits may be required. Declarant reserves the right to remove any and all signs that are in violation of the provisions in this Declaration. None of the sign restrictions in this Declaration apply to the Declarant or its assigns or successors for the purpose of selling Parcels, including advertising, locational, directional, or street signs. Nothing in this provision shall prohibit an Owner from attempting to sell their Parcel subject to Section 5.13

5.21 Easements: No further granting of easements shall occur without the express written approval of the Association or Declarant. Owners will provide access to easements whenever requested by utility companies. No structures other than fencing shall be placed within Parcel boundary easements. Declarant reserves the perpetual right to grant the use of all existing easements shown on the Recorded Plat(s) to additional subsequent individuals or entities at its sole discretion.

5.22 Mineral Extractions: In no event shall any Owner or lessee use or cause to be used any portion of the Property, including his or her own Parcel, for the purposes of drilling, exploring, mining, or otherwise developing any deposits of oil, minerals, or other natural resources lying above, on, or under said Property, with the exception of such drilling and exploration by the Declarant or the Owner as may be necessary to produce an adequate water supply for the development of the Parcel involved pursuant to the provisions stated in Section 5.10. Nothing in this Section shall prohibit Declarant from excavating Property still owned by Declarant for purposes of building or improving roadways within the Project.

5.23 Reserved Water Rights and Grazing Rights: The grazing rights, along with the rights to certain pre-existing livestock related registered water sources have been retained by Declarant for the exclusive use of itself, the Rancher, and its successors or assigns. Owner may fence its Parcel in order to restrict cattle and other livestock from crossing or grazing on Owner's Parcel or any portion thereof, at which time said reserved grazing rights shall be terminated from the fenced portion of the Parcel. Providing, however, those Parcels containing retained pre-existing

water sources and easements thereto, may not be fenced in such a way as to restrict access of livestock, Rancher, or the Declarant, its successors and assigns, to the water or related facilities within the easement area. Any fencing shall be in accordance with the minimum standards set forth in Section 5.24 below.

5.24 Fencing: Fences may be placed on and along common Parcel boundary lines with the exception of those placed adjacent to common roadways, and boundary lines abutting a separate phase in the Project. Those fences placed adjacent to common roadways and those abutting a separate phase in the Project must be placed a minimum of twenty feet (20') from the boundary line. No temporary panels shall be used for fencing. Subject to the provisions herein, Owner, at his/her expense, shall have the right to move any "pre-existing" ranch fencing which goes through Owner's Parcel PROVIDING HOWEVER, so long as the grazing rights are retained, said fence is reconnected so that there is no gap in the overall fencing unless written approval has been obtained from the Rancher. Any fences moved and/or installed by Owner, shall be at Owner's sole expense. Fencing along and adjacent to the common roadways must consist of wood, stone, non-flexible vinyl, pipe rail, a combination of these or of other material acceptable to the Declarant or the Association. 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. Additionally, barbed wire fencing shall be constructed with the following minimal requirements: 1) Posts not more than 15' apart; 2) Not less than three stays between posts; 3) Four continuous strands of wire; and 4) Is adequate, in accordance with normal ranch standards, to contain horses and other livestock.

5.25 Environmental Protection: The beauty of the Property is in the mixture of trees and open space. Trees having a minimum trunk diameter of six inches and measuring two feet above ground level and may only be cut if the following conditions are met: 1) Are dead or dying; and 2) Removal is required to clear land for building sites, access roads, fire prevention, enable installation of utilities, view corridors, or recreational open space. In any event not more than twenty-five percent (25%) of any one Parcel may be cut or cleared without written permission from the Declarant or the Association.

6. GENERAL PROVISIONS

6.1 Enforcement: The covenants, conditions, and restrictions contained in this Declaration shall run with the land and shall be binding upon all persons owning, leasing, subleasing or occupying any Parcel after the date on which this instrument shall have been recorded in the Office of the Recorder of Apache County, Arizona unless otherwise stated herein or in a variance granted by Declarant or the Association. This Declaration may be enforced by the following; Declarant, Rancher, the Board, Members acting through the Board, the holder of a First Deed of Trust on any Parcel, any Owner or lessee of a Parcel, or by any one or more of said persons acting jointly; PROVIDED, HOWEVER, that any breach by reason thereof shall not defeat or adversely affect the lien of a First Deed of Trust upon any Parcel, but each and all said covenants, conditions, and restrictions shall be binding upon and effective against any Owner, lessee or occupant of said Parcel whose title thereto is acquired by foreclosure, or otherwise; and FURTHER PROVIDED that the breach of any said covenants, conditions, and restrictions may

be enjoined, abated or remedied by appropriate proceedings, notwithstanding the lien or existence of any such First Deed of Trust. All instruments of conveyance or assignment of any interest in all or any party of the Property may refer to this Declaration and shall be subject thereto as though this Declaration were therein set forth in full.

6.2. Declarant's Exemption: Nothing herein shall be construed as prohibiting Declarant from maintaining a sales or development office on any Parcel owned by it or engaging in activities which Declarant deems appropriate to its development, sales program, water reservations or ranching activities.

6.3 Invalidity / Severability: In the event any of the covenants, conditions, and restrictions contained herein is ruled invalid by a court of competent jurisdiction, such covenant, condition or restriction shall be deemed severed from this Declaration and shall in no way affect the validity of any other provision of this Declaration, all of which shall remain in full force and effect. In cases where there is a disparity between any provision of this Declaration and current Apache County regulations, the more restrictive shall prevail.

6.4 Amendments: This Declaration may be amended by the Association after the Transition Date by instrument approved by a two-thirds (2/3) majority vote of Members meeting a fifty percent (50%) quorum. Such amendment shall be recorded in the Office of the Apache County Recorder and become effective immediately thereafter. NO SECTION OR PARAGRAPH MAY BE AMENDED BY THE ASSOCIATION IN SUCH A WAY AS TO CHANGE OR NEGATE THE RIGHTS RESERVED BY DECLARANT (FOR ITSELF OR THE RANCHER) STATED HEREIN, IN THE INDIVIDUAL DEEDS TO THE PROPERTY, OR ON THE RECORDED PLAT. Prior to the Transition Date, Declarant may amend, restate or repeal any or all provisions of this Declaration without approval of the Owners. After the Transition Date, Declarant may amend this Declaration without approval of the Association or the Owners to correct any inconsistencies, make non-substantive revisions, clarify or more clearly define a provision or to comply with any law or regulation. Developer advises that any Amendments made to this Declaration by Developer prior to the Transition Date may materially change the character of the development or the burdens or benefits to the owner"

6.5 Term: This Declaration shall remain in full force and effect for a term of twenty (20) years from and after the date of recording of this Declaration. This Declaration shall be automatically renewed and extended for successive periods of ten (10) years each, unless terminated by seventy-five percent (75%) of the votes cast by Members entitled to vote or amended pursuant to Section 6.4 above. Such termination or amendment shall be recorded in the Office of the Apache County Recorder.

EXECUTED this 2nd day of November 20 09

EXHIBIT "A"
LEGAL DESCRIPTION
(Windsor Valley Ranch)

WINDSOR VALLEY RANCH PHASE 1, LOTS 1 – 148 INCLUSIVE, LOCATED IN PORTIONS OF SECTIONS 25, 26, 27 & 28 OF TOWNSHIP 12 NORTH, RANGE 25 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, APACHE COUNTY, ARIZONA; AS ORIGINALLY SHOWN ON THE FINAL PLAT RECORDED IN BOOK 9TM, PAGE 31, AT FEE NO. 2007-002218; TOGETHER WITH AN AFFIDAVIT OF CORRECTION RECORDED AT FEE NO. 2007-002220 AND RE- RECORDED AT FEE NO. 2007-002574; AS LATER AMENDED IN THE AMENDED PLAT ENTITLED, "WINDSOR VALLEY RANCH SUBDIVISION PHASE 1 – AMENDED", RECORDED IN BOOK 9, PAGE 38, AT FEE NO. 2008 - 4882 IN THE OFFICIAL RECORDS OF THE APACHE COUNTY RECORDER'S OFFICE, APACHE COUNTY, ARIZONA.

WINDSOR VALLEY RANCH, PHASE 2, UNIT 1, LOTS 149 – 210 INCLUSIVE, AND LOT 217, LOCATED IN A PORTION OF SECTIONS 25, 26 AND 27 OF TOWNSHIP 12 NORTH, RANGE 25 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, APACHE COUNTY, ARIZONA, AS SHOWN ON THE "WINDSOR VALLEY RANCH PHASE II – UNIT 1 AMENDED FINAL SUBDIVISION PLAT", RECORDED IN BOOK 9 OF MAPS, PAGE 46 (1-3), AT FEE NUMBER 2009-005994, IN THE OFFICIAL RECORDS OF THE APACHE COUNTY RECORDER'S OFFICE, APACHE COUNTY, ARIZONA.

WINDSOR VALLEY RANCH, PHASE II, UNIT 2, LOTS 218 – 225 INCLUSIVE, LOCATED IN SECTIONS 27 AND 28 OF TOWNSHIP 12 NORTH, RANGE 25 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, APACHE COUNTY, ARIZONA; AS SHOWN ON THE RECORD OF SURVEY FOR "WINDSOR VALLEY RANCH PHASE II – UNIT 2" RECORDED IN BOOK 19LS, PAGES 147 AND 148 , AT FEE NUMBER 2009-006699 IN THE OFFICIAL RECORDS OF THE APACHE COUNTY RECORDER'S OFFICE, APACHE COUNTY, ARIZONA.