



When Recorded Mail to

Blue Ridge Estates II, L.L.C.
7902 N. Black Canyon Highway
Phoenix, Arizona 85051

DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR TAMARRON PINES

This Declaration of Covenants, Conditions and Restrictions for Tamarron Pines ("Declaration") made as of this 5 day of NOV., 1999, by First American Title Insurance Company, a California corporation, as Trustee under Trust No. 8335, Trust No. 8387, Trust No. 8339 and Trust No. 8447 (collectively, the "Trusts"), as legal owner, and Blue Ridge Estates II, L.L.C., an Arizona corporation ("Blue Ridge II"), as Second Beneficiary under Trust No. 8399 and the Sole Beneficiary under Trust No. 8447, to run with the real property herein described for the purposes as herein set forth:

WITNESSETH:

A. WHEREAS, Blue Ridge II is the Second Beneficiary under Trust No. 8399 and the Sole Beneficiary under Trust No. 8447 and is in possession of approximately 121.883 acres of land in Coconino County, Arizona, more specifically described in Exhibit A attached hereto and made a part hereof (the "Property"), Trust No. 8399 is a Junior Trust to Trust No. 8335 and Trust No. 8387.

B. WHEREAS, Blue Ridge II intends to develop, in stages, the Property into a new and uniquely planned recreation property to be known as "Tamarron Pines" and impose upon the Property mutually beneficial restrictions and obligations with respect to the proper use, conduct upon and maintenance thereof for the benefit of all persons who now or hereafter use, own, occupy or have an interest in any portion of the Property;

C. WHEREAS, Blue Ridge II has the authority under the Trusts to prepare and file a Declaration of Covenants, Conditions and Restrictions covering the Property;

NOW, THEREFORE, Blue Ridge II, as Declarant ("Declarant") hereby declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and be binding on all parties having any right, title or interest in

the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner of all or any part thereof.

ARTICLE I

DEFINITIONS

Except as otherwise expressly provided in this Declaration, the following terms shall, for purposes of this Declaration, have the meanings set forth below:

Section 1.1 "Annexable Property" shall mean the real property described on Exhibit B attached hereto and made a part hereof.

Section 1.2 "Annual Assessments" shall mean the charge levied and assessed each year against each Lot within the Assessable Property, as defined hereinbelow, in accordance with Article IX hereof.

Section 1.3 "Architectural Committee" shall mean the committee created pursuant to Article X hereof.

Section 1.4 "Architectural Committee Rules" shall mean the rules adopted by the Architectural Committee.

Section 1.5 "Articles" shall mean the Articles of Incorporation of the Association which shall be filed in the office of the Corporation Commission of the State of Arizona as said Articles may be amended from time to time.

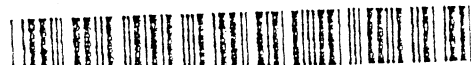
Section 1.6 "Assessable Property" shall mean the entire Property, as defined hereinbelow, except such part or parts thereof as may from time to time constitute Exempt Property, as defined hereinbelow.

Section 1.7 "Assessments" shall mean the Annual Assessments together with all Special Assessments, as defined hereinbelow.

Section 1.8 "Association" shall mean and refer to Tamarron Homeowners Association, an Arizona non-profit corporation, its successors and assigns.

Section 1.9 "Association Expenses" shall mean the actual and estimated expenses of performing all obligations and exercising all rights and powers of the Association hereunder and otherwise of operating the Association, including any reasonable reserves, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Articles or By-Laws.

Section 1.10 "Association Property" shall mean such part or parts of the Property as may be owned by the Association, together with any adjacent real property not owned by the Association upon which the Association is granted an easement, license or right to use, and any Improvements (as defined hereinbelow) thereon, and any personal property as may be owned by the Association.



Section 1.11 "Board" shall mean the Board of Directors of the Association.

Section 1.12 "By-Laws" shall mean the By-Laws of the Association, as such By-Laws may be amended from time to time.

Section 1.13 "Declarant" shall mean Blue Ridge Estates II, L.L.C., and any successor and assignee of the rights and duties granted or reserved to the Declarant herein. The term "Declarant" shall in no event refer to a "Public Purchaser".

Section 1.14 "Declaration" shall mean the covenants, conditions and restrictions herein set forth in this document, as same may from time to time be amended.

Section 1.15 "Deed" shall mean a deed or other instrument conveying the fee simple title in a "Lot", as defined hereinbelow.

Section 1.16 "Exempt Property" shall mean the following parts of the Property:

(i) All land and permanent Improvements owned by the United States, the State of Arizona, Coconino County, or any political subdivision thereof, for as long as any such entity or political subdivision is the Owner thereof.

(ii) All Association land for as long as the Association is the Owner thereof.

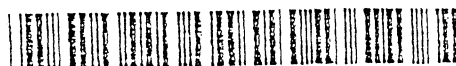
Section 1.17 "Improvements" shall mean the buildings, garages, carports, roads, driveways, parking areas, walkways, fences, walls, utilities and service lines, decks, hedges, plantings, planted trees and shrubs, and all other structures or landscaping improvements of every type and kind.

Section 1.18 "Lot" shall mean any parcel of real property designated as a Lot on any recorded Subdivision Map that is located within the Property. A Lot shall be deemed "Developed" when adjacent streets and off-site utilities have been completely installed. A Lot shall be deemed "Improved" when a Single-Family Residence has been completely constructed thereon. All other Lots shall be deemed "Unimproved Lots".

Section 1.19 "Maximum Annual Assessment" shall mean the maximum Annual Assessment determined in accordance with Section 9.7 hereof.

Section 1.20 "Member" shall mean any person, corporation, partnership, joint venture or other legal entity which is a member of the Association.

Section 1.21 "Owner(s)" shall mean and refer to the record holder, whether one or more persons or entities, of legal, equitable or beneficial title to the fee simple interest of any Lot. "Owner" shall include the purchaser of a Lot under an executory contract for the sale of real property. The foregoing does not include persons or entities who hold an interest in any Lot merely



as security for the performance of an obligation or a lessee, tenant or any other person other than an Owner who occupies or is in possession of a Lot.

Section 1.22 "Property" shall mean as follows:

(i) The real property, more specifically described on Exhibit A attached hereto and made a part hereof and any adjacent real property upon which easements, licenses or rights are granted to the Association;

(ii) any and all streets, roadways, highways, and walkways constructed, built, installed or erected upon the real property described in subparagraph (i) hereof;

(iii) Any permanent Improvements built, installed or erected upon the real property described in subparagraph (i) hereof.

(iv) Any Annexable Property that becomes annexed to the Property pursuant to Article XI hereof.

Section 1.23 "Public Purchaser" shall mean any person or legal entity other than the Declarant who becomes an Owner of any Lot within the Property.

Section 1.24 "Record", "Recording", "Recorded" and "Recordation" shall mean placing or having placed an instrument of public record in the official records of Coconino County, Arizona, or of such other governmental authority, office or official with which or whom the applicable laws of the State of Arizona prescribe that documents affecting title to real property in the area including the Property are to be placed of public record.

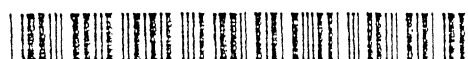
Section 1.25 "Residence" shall mean any building situated upon a lot and intended for use and occupancy as a residence by a Single Family.

Section 1.26 "Resident" shall mean any person who is an Owner, lessee, tenant or any other person other than an Owner who occupies or is in possession of a Lot.

Section 1.27 "Rules and Regulations" shall mean the rules and regulations regarding the Property and its use, occupancy, operation and maintenance adopted by the Board, as they may be amended from time to time.

Section 1.28 "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 three (3) persons not all so related, together with their domestic servants, who maintain a common household in a dwelling.

Section 1.29 "Single Family Residential Use" shall mean the occupation or use of a Single Family Residence in conformity with this Declaration and the requirements imposed by applicable zoning laws and other state, county or municipal rules and regulations.



Section 1.30 "Special Assessments" shall mean the charge levied or assessed against each Lot within the Assessable Property in accordance with Article IX and Article XIII hereof.

Section 1.31 "Subdivision Map" or "Subdivision Plat" shall mean a recorded map or plat covering any or all of the property described in Exhibit A and Exhibit B.

Section 1.32 "Visible From Neighboring Property" shall mean, with respect to any given object, that such object is or would be visible to a person six feet tall, standing on any part of such neighboring property at an elevation no greater than the elevation of the base of the object being viewed.

ARTICLE II

COVENANTS BINDING ON PROPERTY AND OWNERS

Section 2.1 Property Bound. From and after the date of recordation of this Declaration, the Property shall be subject to the covenants, conditions and restrictions, assessments, charges, servitudes, liens, reservations and easements hereinafter set forth (collectively referred to as "Covenants"), and said Covenants shall run with, bind and burden the Property.

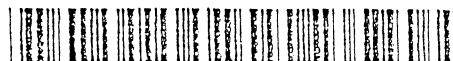
Section 2.2 Owners Bound. From and after the date of recordation of this Declaration, the Covenants shall be binding upon each Owner and his heirs, executors, administrators, successors and assigns. The Owners, for themselves, their heirs, executors, administrators, successors and assigns, expressly agree to pay, and be personally liable for, the assessments provided for in this Declaration ("Assessments"), and to be bound by all of the Covenants herein set forth.

ARTICLE III

LAND USE CLASSIFICATIONS, PERMITTED USES AND RESTRICTIONS

Section 3.1 Permitted Uses and Restrictions — Single Family. The permitted uses, easements and restrictions for the Property shall be as follows:

(a) Single Family Residential Use. The Property shall be used, improved and devoted exclusively to Single Family Residential Use. No business, commercial, manufacturing, industrial, mercantile, vending or similar activity of any kind whatsoever shall be conducted on any of the Property, with the exception of the construction and sales activities of the Declarant or any affiliate or agent of Declarant with respect to the Property. (Nothing herein shall be deemed to prevent the leasing of any Property to a Single Family from time to time by the Owner thereof, subject to all of the provisions of the Declaration.) All buildings and structures erected on the Property shall be of new construction and no buildings or structures shall be moved from any other location onto said Property except for buildings or structures used by the Declarant or any affiliate or agent of Declarant in construction or sales activities. No building or structure shall be erected or maintained separate from the Single Family Residence located on any Lot, other than a garage in accordance with Coconino County zoning ordinances in existence at the time. No dwelling



or residence shall be erected, permitted or maintained having a floor area of less than twelve hundred square feet, and a ground floor area of less than seven hundred fifty square feet, exclusive of an open porch, carport or attached garage. No garage or shed shall be built prior to the issuance of a Coconino County building permit for the construction of a Single Family Residence.

Section 3.2 Tanks. Only tanks that contain fuel for heating purposes shall be allowed on the Lots and must be walled in or kept screened by adequate planting to conceal them from the neighboring properties, roads and streets. The location and method of concealment of the tanks must be approved by the Declarant or Architectural Committee. All tanks must be painted earth-tone colors.

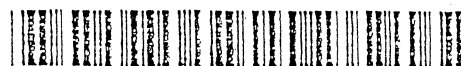
Section 3.3 Fencing. Declarant may erect fencing with cattle gates on the perimeter of the Property except for the south boundary of the Property along Clean Creek Units Eight (8) and Nine (9) and the east boundary of the Property along Ponderosa Pines where said fencing must be erected at least two hundred fifty feet (250 feet) from said property lines. Declarant may also erect fencing along any easements or wherever it deems it necessary or desirable. The perimeter of any individual Lot may be fenced. All fencing must be of materials complimentary to the area and must be approved by the Declarant or Architectural Committee.

Section 3.4 Building Materials. No building material of any kind or character shall be placed upon any Lot except in connection with construction on said Lot of an Improvement as approved by the Declarant or Architectural Committee. As soon as building materials are placed on any Lot in such connection, construction shall be promptly commenced and diligently prosecuted in order that such construction shall be completed within a reasonable time after commencement but not later than nine (9) months from the date the material has been placed on the Lot.

Section 3.5 Driveways. All driveways which are established upon a Lot by an Owner shall be surfaced or paved with concrete, gravel, cinders or asphalt. The location of the driveway and the materials used shall be approved by the Declarant or Architectural Committee prior to the commencement of construction or use. All driveways must be ten (10) feet in width.

Section 3.6 Temporary Structures. No temporary building or structure shall be placed, erected or maintained on any portion of the Property.

Section 3.7 Trailers and Motor Vehicles. No mobile homes or manufactured homes of any kind shall be allowed on any portion of the Property. No vehicles shall be driven on any streets or roads within the Property unless properly licensed. No unlicensed vehicles shall be kept or placed upon any portion of the Property unless parked within an enclosed garage. Except with the prior approval of the Declarant or Architectural Committee, no bus, motor home, truck larger than three-quarter (3/4) ton, trailer of any kind, boat, recreational vehicle, mini-bike, camper (except during the course of making deliveries or for the purposes of loading or unloading) or permanent tent or similar vehicles or equipment shall be kept, placed, maintained, constructed, reconstructed or repaired upon any portion of the Property, including streets and roads (public or private) within the Property in such a manner as will be Visible From Neighboring Property, provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs and/or vehicles



used exclusively in connection with the construction of any improvements approved by the Declarant or Architectural Committee.

Section 3.8 Maintenance of Lawns and Plantings by Owner. Each Owner of a Lot shall keep his Lot free of trash and other unsightly material. Owner shall comply with the Fuels Reduction and Fire Prevention Plan adopted for Tamarron Pines by the Declarant and the Arizona State Land Department (the "Plan"), a copy of which can be obtained from the Forest Ranger at Blue Ridge, the Arizona State Land Department, Flagstaff, Arizona, or the Declarant. The Plan reads in part,

The majority of the trees to be thinned will be Oak and Juniper due to the fact that 80% of the trees are of these two species. Approximately 1,900 trees/stems per acre should be thinned to allow for enough space between trees to move this stand towards being a wildfire resistant stand. This will still leave a large number of trees/stems per acre but to thin more would potentially degrade the site to where it might impede growth of grasses and forbs, alter tree diversity and increase erosion. All trees to be thinned will be from 1 inch DBH to 5 inches DBH. A second thinning should occur within 5 years from April 1999 to reduce the number of stems to approximately 800. This later thinning will be required to reduce the number of trees to a level to where the property is resistant to catastrophic wildfire. This additional thinning will create a 14-foot spacing and will need to be carried out by individual homeowners. The initial level of thinning (if the remaining trees average 4 square feet of crown coverage) will provide approximately 6 feet of spacing between trees. The spacing will actually be somewhat less due to the fact that there are many trees where the crown will cover a larger square foot area. Trees do not have to be evenly spaced when thinned. It may be possible to leave more trees if the trees are left in clumps and treeless interspaces are created between the clumps. This may be a more difficult thinning technique to apply but would mimic the natural growth pattern of this woodland stand. Thinning of Ponderosa and Pinyon Pine should not occur during the Spring or Summer months due to the potential for outbreaks of pine engraver or bark beetles. The new slash emits a resinous smell that can attract the beetles where they can create a large enough population that may eventually attack and kill live trees. If thinning occurs during the Spring or Summer slash should be chipped, hauled off the site or burned. All thinnings will need to be maintained approximately every 10-15 years depending on the amount of new tree growth.

Guidelines for determining which trees will be thinned are as follows: (1) dead or dying; (2) diseased or insect infested; (3) weather or animal damaged; (4) poorly formed; (5) overtopped; (6) those that are not needed to meet residual tree numbers; (7) tree species preference.

In the event that the Board shall determine that an Owner has failed to comply with the Plan, the Board shall promptly give such Owner written notice of such determination and in the event the Owner shall not be in compliance within thirty (30) days after the date of said written notice, the Board acting on behalf of the Association may, but shall not be obligated to, without releasing



Owner from any obligation to comply with the Plan, enter upon the Owner's Lot and take any and all such action as the Association deems necessary and proper to have the Lot placed into compliance with the Plan, including without limitation, causing third parties to clear and maintain the Lot in compliance with the Plan. Owner shall pay to Association upon demand an amount equal to all costs and expenses incurred by Association in connection with Association's foregoing actions, including without limitation, an administrative fee of fifteen percent (15%) of the amounts expended by the Association, together with interest on such amounts expended, computed from the date of the first expenditure by the Association until repaid in full, at a rate to be determined by the Board. Any amounts owed the Association pursuant to this Section 3.8 shall be the personal obligation of such Owner and shall constitute a lien on such Owner's Lot, which lien may be enforced in the manner described in Section 9.3 of this Declaration. In addition, and not in lieu of the foregoing actions, the Board acting on behalf of the Association shall have standing and authority to request that a court of competent jurisdiction compel such Owner to comply with the Plan. The Association, and its officers, directors, agents, employees, and contractors shall have an easement on, over, across and through each Lot to permit it to carry out its rights under this Section 3.8.

Section 3.9 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any portion of the Property, and no odors shall be permitted to arise therefrom so as to render any portion of the Property unsanitary, unsightly, offensive or detrimental to any other portion of the Property or to its occupants. No noxious, destructive or offensive activity or any activity constituting an unreasonable source of annoyance shall be permitted to be conducted, exist or operate upon any portion of the Property. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other devices, except security devices used exclusively for security purposes, shall be located, used or placed on any portion of the Property. The Declarant or the Board, in its sole discretion, shall have the right to determine the existence of any of the activities described herein.

Section 3.10 Repair of Buildings. No building or structure upon any portion of the Property shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

Section 3.11 Trash Containers and Collection. No garbage or trash shall be placed or kept on any portion of the Property except in covered containers of a type, size and style which are approved by the Declarant or Architectural Committee. In no event shall such containers be maintained so as to be Visible From Neighboring Properties. All rubbish, trash or garbage shall be removed from any portion of the Property and shall not be allowed to accumulate thereon. No incinerators for burning trash or garbage shall be kept or maintained on any portion of the Property nor shall garbage or trash be permitted to be buried on any portion of the Property at any time.

Section 3.12 Fires. No outdoor fire of any kind is permitted at any time for any reason with the sole exception of cooking food, and then such fire must be confined to a barbecue-type container, either free-standing or built-in, and under no circumstances shall such barbecue fire be directly on the ground.



Section 3.13 Clothes Drying. No outside clotheslines or other outside facilities for drying or airing clothes may be erected, placed or maintained on any Lot.

Section 3.14 Mineral Exploration. No portion of the Property shall be used in any manner to explore for or to remove oil or other hydrocarbons, minerals of any kind, gravel, earth or earth substance of any kind.

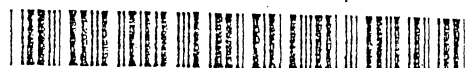
Section 3.15 Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon any portion of the Property except such machinery or equipment as is usual and customary in connection with the construction of a residence or other improvements and except that which Declarant or the Association may require for the development, operation and maintenance of the Property.

Section 3.16 Disease and Insects. No Owner shall permit any thing or condition to exist upon any portion of the Property which shall induce, breed or harbor infectious plant diseases or noxious insects.

Section 3.17 Restriction on Further Subdivision. No Lot shall be further subdivided or separated into smaller Lots or parcels by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by any Owner without the prior written approval of the Declarant or the Board.

Section 3.18 Signs. No signs or billboards whatsoever including, but not limited to, "For Sale" signs, commercial, political or other similar signs shall be erected or maintained on any Lot or portion of the Property, except:

- (a) Such signs as may be required by legal proceedings;
- (b) Not more than two (2) residential identification signs each of a combined total face area of seventy-two (72) square inches or less, provided such signs must contain the address numbers that are not less than four (4) inches in height and are visible from the street, within ten (10) feet of the driveway entry, and which signs shall be approved in advance by the Declarant or Architectural Committee;
- (c) During the time of construction of any building or other improvement, one job identification sign not larger than eighteen (18) by twenty-four (24) inches in height and width and having a face area not larger than three (3) square feet;
- (d) Such signs, the nature, number, type, size, and location of which have been approved in advance by the Declarant or Architectural Committee; and
- (e) Such signs, as may be deemed necessary or desirable by Declarant or the Board to be maintained on the Association Property. Notwithstanding the foregoing, any signs which are erected on Association Property along the south boundary and on the east boundary of the Property shall be placed on fence posts no higher than four feet (4'), and the signs shall be no larger in dimension than twelve inches (12") by eighteen inches (18"), and



shall have no greater square footage than two hundred sixteen inches (216"). All signs must be of earth-tone colors and be complementary to the area.

Section 3.19 Declarant's Exemption. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant or any developers approved by Declarant, or their duly-authorized representatives and agents, of any structures, improvements or signs necessary or convenient to the development, sale, operation or other disposition of Property, or any portion thereof.

Section 3.20 Utility Easements. There is hereby reserved to the Declarant or Association the power to grant blanket easements upon, across, over and under all of the Association Property for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems, including, but not limited to, water, sewer, gas, telephone, electricity, television, cable or communication lines and systems, provided no such easement shall interfere with the use of any dwelling or the Declarant's construction and sales activities. This easement shall in no way affect any other recorded easements on the Property. Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Association shall have the right to grant such easement in accordance with the terms hereof.

Section 3.21 Cleaning and Damage Deposit. A cleaning and damage deposit of Five Hundred Dollars (\$500.00) shall be required from each lot Owner at the time of plan approval by the Declarant or Architectural Committee to insure that construction of the Improvement is completed in a workmanlike manner. The deposit shall be deposited into a trust account for the benefit of the Association and is subject to being returned in full or in part upon the Declarant's or Architectural Committee's approval of the completion of Improvements.

Section 3.22 Animals. No animals, other than a reasonable number of generally-recognized house or yard pets, shall be maintained on any portion of the Property and then only if they are kept, bred or raised thereon solely as domestic pets and not for commercial purposes. Notwithstanding the foregoing, no horses, ponies, mules, ostriches, swine, chickens, turkeys, cows, goats, sheep, geese, ducks or other barnyard animals shall be kept, bred or raised on any portion of the Property and no pet of any kind may be kept upon the Property which in the opinion of the Board, results in an annoyance or are obnoxious to the Owners or occupants of other Lots in the vicinity.

Section 3.23 Antennas. No antennas or other devices for the transmission or reception of television or radio signals shall be placed, constructed or maintained outdoors on any Lot unless previously approved by the Declarant or Architectural Committee.

Section 3.24 Improvement and Alterations. The Property is located in a forested area which could be conducive to fire; therefore, the Owners are encouraged to use fire sprinkler systems and are discouraged from utilizing wood shake shingles. No improvements, alterations, repairs, excavation or other work which in any way alters the appearance of any Lot existing on the date such Lot was first conveyed by Declarant to a Public Purchaser shall be made or done without the prior approval of the Declarant or the Architectural Committee, except as otherwise expressly provided in this Declaration. No building, fence, wall, screen, residence or other structure shall be



commenced, erected, maintained, improved or altered in respect of any Lot without the prior written approval of the Declarant or Architectural Committee. Pursuant to its rule-making power, Declarant or the Architectural Committee shall establish a procedure for the preparation of the Lots for Improvements. The Declarant or Architectural Committee shall have the right to refuse or approve any plans or specifications including, but not limited to, any plot plan and any grading plans. In reviewing such plans and specifications and without any limitation of the foregoing, the Declarant or Architectural Committee shall have the right to take into consideration the suitability of the proposed building or other Improvement and the materials of which it is to be constructed, the site upon which it is proposed to be erected, the harmony thereof with the surroundings, and the effect of the building or other Improvement as planned on the outlook from the adjacent or neighboring property. All subsequent additions to, changes or alterations in any building or Improvement shall be subject to the prior approval of the Declarant or Architectural Committee.

Section 3.25 Green Belts/Open Spaces. A portion of the Association Property as shown on the Subdivision Plat shall be dedicated as "green belts" and "open spaces" for use by the Owners. There shall be no motorized vehicle usage allowed in these areas; traffic shall be limited solely to foot traffic and/or horseback travel. These green belts and open spaces shall not be used for camping, outdoor fires or any such activities other than for foot traffic and/or horseback travel and shall remain at all times zoned as open space.

ARTICLE IV

TAMARRON PINES HOMEOWNERS ASSOCIATION

Section 4.1 Organization.

(a) The Association. The Association, to be called Tamarron Pines Homeowners Association, shall be or is a non-profit Arizona corporation charged with the duties and vested with the powers prescribed by law and set forth in the Articles and By-Laws of the Association, and this Declaration. Neither the Articles nor By-Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

(b) Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of Directors and such officers as the Board may elect or appoint, in accordance with the Articles and the By-Laws, as same may be amended from time to time.

Section 4.2 The Rules. By a majority vote of the Board, the Association may, from time to time and subject to the provisions of this Declaration, adopt, amend and repeal rules and regulations to be known as the "Rules and Regulations". The Rules and Regulations may restrict and govern the use of any area by any Owner, by the family of such Owner, or by any invitee, guest or lessee of such Owner, provided, however, that the Rules and Regulations may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles or By-Laws of the Association. A copy of the Rules and Regulations, as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner and may be recorded.



Upon recordation, said Rules and Regulations shall have the same force and effect as if they were set forth in and were a part of this Declaration.

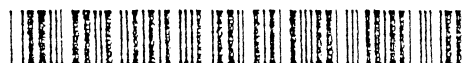
Section 4.3 Personal Liability. No member of the Board or any committee of the Association, or any officer of the Association, shall be personally liable to any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed by such Owner or any other person on account of any act, omission, error or negligence of the member of the Board or any Committee of the Association or any officer of the Association, provided that such member or officer has, upon the basis of such information as may be possessed by him, acted in good faith, without willful or intentional misconduct.

Section 4.4 Personal Property and Real Property for Common Use. The Association, through action of the Board, may acquire, hold and dispose of tangible and intangible personal property and real property. Except as provided elsewhere in this Declaration, no dedication, sale or transfer of all or any part of the Association Property shall be made or effective unless approved by Owners of not less than two-thirds (2/3) of the Lots represented in person or by valid proxy at a meeting of Members duly called for such purpose. Notwithstanding the foregoing, the Board, acting on behalf of the Association, shall accept any real or personal property, leasehold or other property interests within, adjacent to or related to all or any part of the Property as may be conveyed or assigned to the Association by Declarant (or by a trustee holding title for the benefit of Declarant).

Section 4.5 Availability of Books, Records and Other Documents. The Association shall maintain complete and current copies of this Declaration, the Articles, the By-Laws and the Rules and Regulations (as well as any amendments to the foregoing) and of the books, records and financial statements of the Association and, upon the prior written request to the Association by any Owner, shall make the same available for inspection, at reasonable times and under reasonable circumstances, by such Owner. Copies of the Articles and By-Laws may be purchased for such reasonable fees as may be prescribed by the Association.

Section 4.6 Other Express or Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, the Articles or the By-Laws and every other right or privilege reasonably to be implied from the existence of any right or privilege given to the Association herein or reasonably necessary to effectuate any such right or privilege.

Section 4.7 Association's Rights and Powers as Set Forth in Articles of Incorporation and By-Laws. In addition to the rights and powers of the Association set forth in this Declaration, the Association shall have such rights and powers as are set forth in the Articles and By-Laws and every other right or power reasonably to be implied from the existence of any right or power given herein. Such rights and powers, subject to the approval thereof by any agencies or institutions deemed necessary by the Declarant, may encompass any and all things which a natural person could do or which now or hereafter may be authorized by law, provided such rights and powers are not inconsistent with the provisions of this Declaration and are necessary, desirable or convenient for effectuating the purposes set forth in this Declaration.



Section 4.8 Association's Rights of Enforcement of Provision in Other Instruments Affecting the Property. The Association, as the agent and representative of the Owners, shall have the right to enforce the covenants, conditions and restrictions set forth in this Declaration and/or any and all covenants, restrictions, reservations, servitudes, assessments, conditions, liens or easements provided for in any contract, deed, declaration of restrictions or other instrument affecting all or any portion of the Property. Any such instrument shall have been executed pursuant to, or subject to, the provisions of this Declaration, or otherwise shall indicate that the provisions of such instrument were intended to be enforced by the Association, its successors or assigns.

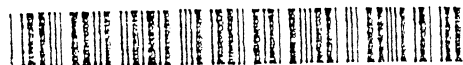
Section 4.9 Contracts with Others for Performance of Association's Duties. Subject to the restrictions and limitations contained in this Declaration, the Association may enter into contracts and transactions with the Declarant, its subsidiaries and affiliated companies, and such contracts or transactions shall not be invalidated or in any way affected by the fact that one or more directors of the Association is employed by or otherwise connected with the Declarant, its subsidiaries and affiliates, provided that the fact of such interest shall be disclosed or known to the other directors acting upon such contract or transaction and provided further that the transaction or contract is fair and reasonable. Any such director may be counted in determining the existence of a quorum at that meeting of the Board of Directors of the Association which shall authorize any such contract or transaction and may vote thereat to authorize any such contract or transaction with like force and effect as if he were not so interested.

Section 4.10 Mergers and Consolidations. The Association shall have the right and power to participate in mergers or consolidations with any other non-profit corporation or association regardless of whether the objects, purposes, rights and powers of such non-profit corporation or association are lesser than, the same as, or greater than those of the Association. Any proposed merger or consolidation shall not be effective or voted upon by the Owners without prior approval of the Board of Directors of the Association. Any such merger or consolidation shall be consummated only upon an affirmative vote of the Owners of two-thirds (2/3) of the Lots as defined for voting purposes at an election held for such purpose in the manner provided in Article VI. Upon any such merger or consolidation, all of the properties, rights and obligations of the other non-profit corporation or association shall be transferred to and assumed by the Association as the survivor, or alternatively, all the properties, rights and obligations of the Association shall be transferred to and assumed by the surviving or newly-created non-profit corporation or association.

ARTICLE V

PROPERTY RIGHTS

Section 5.1 Owner's Rights. Every Owner shall have a non-exclusive right and easement of enjoyment in, to and over the Association Property, subject to any restrictions or limitations contained herein or in any instrument conveying such property to the Association or subjecting such property to this Declaration, and subject further to the Rules and Regulations. Any Owner may assign his right of enjoyment to (and share the same with) the members of his household and assign the same to and share the same with his tenants and invitees subject to the provisions of this Declaration and to the reasonable regulation by the Board. An Owner who leases



his Lot shall be deemed to have delegated such Owner's rights under this Article V to the lessee of such Lot for the term of such lease.

Section 5.2 Easement. In addition to any and all easements granted to the Association, the Association shall have an eight (8) foot wide easement over, under and on each Lot, which easements shall be adjacent to the roadways as shown on the Subdivision Plat for purposes of installing, erecting, maintaining, repairing, and replacing utilities and pedestrian walkways along said roadways.

ARTICLE VI

MEMBERSHIP AND VOTING RIGHTS

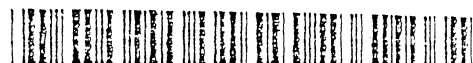
Section 6.1 Votes of Owners of Lots. Every Owner of a Lot automatically shall be a Member of the Association and shall remain a Member for so long as such ownership continues. Each Owner's membership in the Association shall be appurtenant to and may not be separated from ownership of the Lot to which the membership is attributable. In the event any Lot is owned by two or more persons, whether by joint tenancy, tenancy in common, community property or otherwise, each such person shall be considered a Member, but the membership as to such Lot shall be joint, and such persons shall jointly designate to the Association in writing one of their number who shall have the power to vote said membership, and, in the absence of such designation and until such designation is made, the Board shall make such designation and such designation shall be binding for all purposes. Notwithstanding the foregoing, so long as the Class B membership is in existence, no Class B Member shall at the same time be a Class A Member and the membership and number of votes of the Class B Member(s) shall be determined in accordance with subsection 6.3(b). Subject to subsection 6.3(a), each Owner (other than Declarant, so long as the Class B membership is in existence) shall have one (1) vote for each Lot owned by such Owner.

Section 6.2 Declarant. Declarant shall be a Member of the Association for so long as it holds a Class A or Class B membership.

Section 6.3 Voting Classes. The Association shall have two classes of voting Members:

(a) Class A. Class A Members shall be all Owners except Declarant (until the conversion of Declarant's Class B membership to Class A membership as provided below); and

(b) Class B. The Class B Member shall be Declarant, who shall be entitled to five (5) votes for each Lot owned by Declarant. Declarant shall have the right, at any time and from time to time, to assign all or any part of its voting rights appurtenant to its Class B membership (as well as all or any other rights appurtenant thereto) to one or more Persons acquiring for purposes of development and sale, any part of the Property. Further, Declarant shall have the right, at any time and from time to time, to designate an individual or individuals to exercise Declarant's voting rights (whether appurtenant to Class A or Class B membership), provided, however, that such designation shall not act as any assignment by Declarant of its membership or voting rights hereunder.



The Class B membership automatically shall cease and be converted to Class A membership upon the happening of the first of the following events:

- (i) the date which is ninety (90) days after the date upon which the Declarant ceases to own any portion of the Property;
- (ii) the date which is ten (10) years after the date this Declaration is recorded; or
- (iii) the date on which Declarant records a written notice electing to convert the Class B membership to Class A membership.

Section 6.4 Right to Vote. Subject to the authority of the Board to suspend voting rights, each Member shall be entitled to cast votes as established in this Declaration, the Articles, the By-Laws and the Rules and Regulations. 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. The vote(s) for each Member must be cast as a single unit. Split or fractional votes shall not be allowed. If any Owner casts a vote or votes representing a certain Lot, that Owner will thereafter be conclusively presumed to be acting with the authority and consent of all other Owners of such Lot unless and until objection thereto is made to the Board in writing. Any outstanding and recorded executory agreement of sale may, in the lease, agreement of sale or other written instrument, assign the voting right appurtenant to the Lot to the lessee thereof under such lease or to the purchaser thereof under such agreement of sale, as applicable, provided that a copy of the written assignment of such voting rights is furnished to the secretary of the Association prior to any meeting at which such lessee or purchaser seeks to exercise such voting right.

Section 6.5 Member's Rights. Each Member shall have the rights, duties and obligations set forth in this Declaration, the Articles, the By-Laws and the Rules and Regulations.

Section 6.6 Transfer of Membership. Except as otherwise provided in this Declaration, the rights duties and obligations of a Class A Member cannot and shall not be assigned, transferred, pledged, conveyed or alienated in any way except upon transfer of ownership of such Class A Member's Lot, and then only to the transferee thereof. Such transfer may be effected by deed, intestate succession, testamentary disposition, foreclosure or other legal process authorized under Arizona law, shall operate to transfer the membership appurtenant thereto to the new Owner and any attempt to make any other form of transfer shall be void.

Section 6.7 Suspension of Voting Rights. In the event any Owner is in arrears in the payment of any Assessments or other amounts due under any of the provisions of this Declaration, the Articles, the By-Laws, or the Rules and Regulations for a period of fifteen (15) days, said Owner's right to vote as a Member of the Association shall be suspended and shall remain suspended until all payments, including payments for accrued interest, attorneys' fees and related collection costs and fees, are brought current and paid. In the event any Owner is in default, breach, or in violation of any of the provisions of this Declaration, the Articles, the By-Laws or the Rules and Regulations, other than for non-payment of any Assessment, said Owner's right to vote as a



Member of the Association shall be suspended and shall remain suspended for a period not to exceed sixty (60) days and for successive sixty (60) day periods thereafter if the infraction has not been corrected during the prior sixty (60) day suspension period.

ARTICLE VII

MAINTENANCE

Section 7.1 Association's General Responsibilities. The Association shall maintain and keep in good repair the Association Property (and certain other areas, as more expressly provided in this Section 7.1), the costs of such maintenance to be Association Expenses (subject to any insurance then in effect). This maintenance shall include, but not be limited to:

(a) maintenance, repair and replacement of any and all landscaping and other flora, structures and improvements situated upon the Association Property, and any perimeter or boundary walls or fences surrounding the Property, and any and all fencing and gates along any easements within the Property;

(b) maintenance, repair and replacement of any street or road located upon Association Property, including, but not limited to, any adjacent real property upon which the Association has been granted an easement, license or right-of-way;

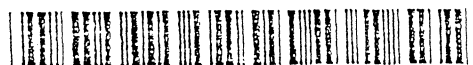
(c) maintenance and repair of any drainage easements upon or across the Association Property or designated retention basins as shown on the final plat of the Property;

(d) maintenance of the Association Property in accordance with Section 3.8 of this Declaration, and

(e) maintenance of the Association Property described in Article XIII hereof.

In addition, the Association shall have the right to erect, construct, maintain, repair, and replace such structures and improvements upon the Association Property as the Association may choose to erect or construct and all costs and expenses associated therewith shall be Association Expenses.

Section 7.2 Maintenance of Owner's Structures. Each Owner shall be responsible for the maintenance, cleaning, painting, repair and general care of all structures existing or constructed upon such Owner's Lot, and, in particular, each Owner shall cause the exterior of said structures to be maintained in good condition and repair and in an attractive state consistent with general community standards within the Property. In the event that the Board shall determine that any Owner is in breach of such Owner's obligations under the preceding sentence, the Board shall promptly give such Owner written notice of such determination, including a reasonably detailed list or description of the repairs, maintenance or other work required to cure such Owner's breach, and in the event the Owner shall not have cured such breach within thirty (30) days after the date of said written notice (or such longer period as may be specified in writing by the Board), the Board, acting on behalf of the Association, may cause the repairs, maintenance or other work to be performed so



as to cure such Owner's breach, and the Association's costs in doing so, together with interest from the date of expenditure at the rate to be determined by the Board, shall be the personal obligation of such Owner and shall constitute a lien on such Owner's Lot, which lien shall have the priority and may be enforced in the manner described in Section 9.3 of this Declaration. In addition, the Board, acting on behalf of the Association, shall also have standing and authority to request that a court of competent jurisdiction compel such Owner to cure such breach, and may pursue either or both of the courses of action described herein. The Association and its officers, directors, agents, employees and contractors shall have an easement on, over, across and through each Lot to permit it to carry out its duties and obligations, and to exercise its rights and privileges, under this Article VII.

Section 7.3 Publicly-Dedicated Areas. Except as expressly provided in this Article VII, and except as may otherwise be required by applicable law, the Association shall have no responsibility to maintain any areas within the Property (including, but not limited to, public streets) which are dedicated to or the responsibility of a municipality or other governmental entity.

Section 7.4 No Discrimination. The provision of services by the Association in accordance with Section 7.1 shall not be deemed to be discrimination in favor of or against any Owner.

ARTICLE VIII

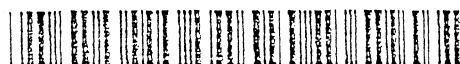
INSURANCE AND FIDELITY BONDS; CASUALTY LOSSES

Section 8.1 Insurance to be Obtained by the Association.

(a) Hazard Insurance. The Board, acting on behalf of the Association, shall obtain and maintain at all times insurance for all insurable improvements on the Association Property against loss or damage caused by fire or other hazards customarily covered for similar types of projects.

(b) Liability Insurance. The Board, acting on behalf of the Association, shall obtain and maintain at all times a comprehensive general liability policy in amounts, with deductibles, and under such terms and conditions as are acceptable to the Board in its sole discretion, insuring the Association, each member of the Board and each Owner (and, so long as Declarant, or a person with whom Declarant contracts directly for the performance of all or a substantial portion of Declarant's rights and obligations hereunder, or for the construction of substantial improvements on the Property, retains an interest in the Property or any Lot), insuring Declarant and such person.

(c) Fidelity Bonds. The Board, acting on behalf of the Association, shall obtain and maintain at all times fidelity bond coverage in amounts, with deductibles, and under such terms and conditions as are acceptable to the Board, in its sole discretion, to protect against dishonest acts on the part of officers, directors and employees of the Association, and all others who handle or are responsible for handling, funds held or administered by the



Association, whether or not such officers, directors, employees or others receive compensation for services they render to or on behalf of the Association.

(d) Cost of Insurance. All premiums for the insurance or bonds required to be obtained by the Board by this Section 8.1 shall be Association Expenses. The Board shall not be liable for failure to obtain or maintain any of the insurance coverage required by this Section 8.1, or for any loss or damage resulting from such failure, if such failure is due to the unavailability of such insurance coverage from reputable companies authorized to provide such insurance in the State of Arizona.

Section 8.2 Insurance to be Obtained by the Owners.

(a) Public Liability Insurance. It shall be the individual responsibility of each Owner to provide, as such Owner sees fit and at such Owner's sole expense, such public liability insurance as such Owner may desire against loss or liability for damages and any expense of defending against any claim for damages which might result from the ownership, use or occupancy of such Owner's Lot.

(b) Hazard and Contents Insurance. It shall be the individual responsibility of each Owner to provide, as such Owner sees fit and at such Owner's sole expense, such fire, liability, theft and any other insurance as such Owner may desire covering the improvements on such Owner's Lot.

Section 8.3 Repair or Reconstruction of Buildings. In the event of the destruction of a building or other structure on a Lot, or of damage to such building or other structure which, in the reasonable judgment of the Board, materially affects the exterior appearance thereof, the Board shall have the right, at its option, exercisable by written notice to the Owner of the Lot upon which such building or other structure is situated, to require such Owner to repair or reconstruct or demolish and remove, at such Owner's expense, such building or other structure within such period of time as shall be specified by the Board in such notice. The Board may exercise such right and establish such time period notwithstanding such Owner's failure to maintain hazard or casualty insurance upon such Owner's Lot for any structures thereon and notwithstanding any unavailability or delay in receipt of proceeds of any insurance policy or policies, although the Board may take such matters into account in establishing or extending the time period within which such repair or reconstruction or demolishing and removal must be completed. Any such repair or reconstruction work or demolishing and removal work shall be performed in compliance with all applicable provisions this Declaration and the Owner of such Lot shall take such steps as are reasonably necessary to prevent damage to surrounding property and injury to persons as may result from or arise in connection with the destroyed or damaged structure or the repair or reconstruction activities with respect thereto.



ARTICLE IX

ASSESSMENTS

Section 9.1 Creation of Assessment Rights. In order to provide funds to enable the Association to meet its financial and other obligations and to create and maintain appropriate reserves (including reserves for contingencies, reserves for maintenance, repair and replacement, and reserves to cover deductible amounts under policies of insurance owned or held by the Association), there is hereby created a right of assessment exercisable on behalf of the Association by the Board. Annual Assessments and Special Assessments shall be for Association Expenses and shall be allocated equally among all Lots, subject to the other provisions of this Article IX and Article XIII.

Section 9.2 Covenants with Respect to Assessments. Each Owner, by acceptance of his deed (or other instrument of transfer or conveyance) with respect to a Lot, is deemed to covenant and agree to pay the Assessments levied pursuant to this Declaration with respect to such Owner's Lot, together with interest from the date due at a rate equal to fifteen percent (15%) per annum, and together with such costs and reasonable attorneys' fees as may be incurred by the Association in seeking to collect such Assessments. Each of the Assessments with respect to a Lot, together with interest, costs and reasonable attorneys' fees as provided in this Section 9.2, shall also be the personal obligation of the Person who or which was the Owner of such Lot at the time such Assessment arose with respect to such Lot, provided, however, that the personal obligation for delinquent Assessments shall not pass to a successor in title of such Owner unless expressly assumed by such successor. No Owner shall be relieved of his obligation to pay any of the Assessments by abandoning or not using his Lot or the Association Property, or by leasing or otherwise transferring occupancy rights with respect to his Lot. However, upon transfer by an Owner of fee title to such Owner's Lot, as evidenced by a recorded instrument, such transferring Owner shall not be liable for any Assessments thereafter levied against such Lot. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessments or set-off shall be claimed or allowed by reason of the alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration, the Articles, the By-Laws or the Rules and Regulations, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance or with any order or directive of any municipal or other governmental authority.

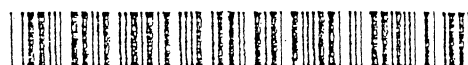
Section 9.3 Lien of Assessments; Foreclosure. There is hereby created and established a lien against each Lot which shall secure payment of all present and future Assessments assessed or levied against such Lot or the Owner or occupant thereof (together with any present or future charges, fines, penalties, or other amounts levied against such Lot or the Owner or occupant thereof pursuant to this Declaration or the Articles, the By-Laws or the Rules and Regulations). Such lien is and shall be prior and superior to all other liens affecting the Lot in question, except (a) all taxes, bonds, assessments and other levies which, by law, would be superior thereto, and (b) the lien or charge of any first mortgage or deed of trust made in good faith and for value. Such liens may be foreclosed in the manner provided by prevailing Arizona law relating to foreclosure. The sale and



transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof relating to a mortgage, deed of trust or other lien having higher priority than the lien for Assessments created hereunder shall extinguish the lien of the Assessments only as to payments which became due prior to such sale or transfer, but no such sale or transfer shall relieve the Owner of such Lot at the time of such sale or transfer or subsequent Owner of such Lot from liability for any Assessments becoming due prior to such sale or transfer. The Association shall have the power to bid for any Lot at any sale to foreclose the Association's lien on the Lot, and to acquire and hold, lease, mortgage and convey the same. During the period any Lot is owned by the Association, no right to vote shall be exercised with respect to said Lot and no Assessment (whether Annual or Special) shall be assessed or levied on or with respect to said Lot, provided, however, that the Association's acquisition and ownership of a Lot under such circumstances shall not be deemed to convert the same into Association Property. The Association may also maintain a suit to recover a money judgment for unpaid Assessments, rent, interest and attorneys' fees without foreclosing or waiving the lien securing same. Recording of this Declaration constitutes record notice and perfection of the liens established hereby, and further recordation of any claim of a lien for Assessments or other amounts hereunder shall not be required, whether to establish or perfect such lien or to fix the priority thereof, or otherwise (although the Board shall have the option to Record written notices of claims of lien in such circumstances as the Board may deem appropriate).

Section 9.4 Dates Assessments Commence: Declarant's Rate. Assessments shall be payable in respect of a Lot from the date upon which title to said Lot shall first be conveyed to an Owner, other than the Declarant, and such Assessments shall be payable regardless of whether a building or other structure shall be situated upon such Lot on such date. Notwithstanding the foregoing, the Declarant shall have no obligation to pay any Assessments. As to any Lot conveyed by Declarant to an Owner, Assessments as to such Lot shall be prorated as of the close of escrow with respect to such Lot (or, if no escrow is utilized, as of the date of recordation of the deed conveying such Lot to such Owner).

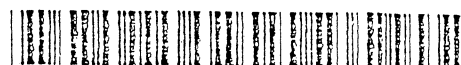
Section 9.5 Computation of Assessments: Annual Budget. The Board shall prepare and adopt an estimated annual budget for each fiscal year of the Association, which annual budget shall serve as the basis for determining the Annual Assessments for the applicable fiscal year (subject to the limitations of Section 9.7 hereof). Such budget shall take into account the estimated Association Expenses and cash requirements of the Association for the year. The annual budget shall also take into account the estimated net available cash income for the year, if any, from the operation or use of any of the Association Property. The annual budget shall also provide for a reserve in such reasonably adequate amount as shall be determined by the Board (a) for contingencies for the year (and for subsequent fiscal years), (b) for maintenance, repairs and replacements of Association Property, and (c) to cover deductible amounts under insurance policies owned or held by the Association. Not later than sixty (60) days following the meeting of the Board at which the Board adopts the annual budget for the fiscal year in question, the Board shall cause to be delivered or mailed to each Owner a copy of the annual budget and a statement of the amount of the Annual Assessments to be levied against such Owner's Lot for the fiscal year in question. In the event the Board fails to adopt a budget for any fiscal year prior to commencement of such fiscal year, then until and unless such budget is adopted, the budget (and amount of the Annual Assessments provided for therein) for the year immediately preceding shall remain in effect. Subject to the provisions of this Section 9.5, Section 9.7 and Section 9.9, neither the annual



budget (nor any amended budget) adopted by the Board, nor any Assessment levied pursuant thereto, shall be required to be ratified or approved by the Owners. If, at any time during a fiscal year of the Association, the Board deems it necessary to amend the budget for such year, the Board may do so and may levy an additional Annual Assessment for such year, subject to the limitations imposed by Section 9.7, or may call a meeting of the Members to request that the Members approve a Special Assessment pursuant to Section 9.9. Within sixty (60) days after adoption of an amended budget (if the Board elects to levy an additional Annual Assessment), the Board shall cause a copy of the amended budget and a statement of the additional Annual Assessments to be levied against the Lots to be delivered or mailed to each Owner.

Section 9.6 Due Dates. Annual Assessments for each fiscal year shall be due and payable in such manner and on such dates as may be fixed by the Board; provided such manner and dates shall be determined prior to the applicable fiscal year. Special Assessments, if any, shall be paid in such manner and on such dates as may be fixed by the Board. In addition to any other powers of collection or enforcement granted hereunder, in the event any Assessments with respect to a Lot are delinquent, the Board shall have the right, in its sole discretion, to accelerate the date on which all Assessments with respect to such Lot are due and payable. For purposes of this Declaration, Assessments shall be deemed "paid" when actually received by the Association or by its manager or agent designated by the Association to collect the same (provided, however, that if any Assessments are paid by check and the bank or other institution upon which such check is drawn thereafter dishonors and refuses to pay such check, those Assessments shall not be deemed "paid" and shall remain due and payable with interest accruing from the date such Assessments were originally due).

Section 9.7 Maximum Annual Assessment. The Annual Assessments provided for herein shall not at any time exceed the Maximum Annual Assessment, as determined in accordance with this Section 9.7. For the first fiscal year of the Association, the Maximum Annual Assessment shall be One Hundred Dollars (\$100.00) for each Lot. Thereafter all increases shall be approved by the affirmative vote of two-thirds (2/3) of the votes of each class of Members represented in person or by valid proxy at a meeting of Members duly called for such purpose. Notwithstanding the foregoing, the Board may, without the approval of the Members, increase the Maximum Annual Assessment for any fiscal year by an amount sufficient to permit the Board to meet any increases over the preceding fiscal year in (a) premiums for any insurance coverage required by the Declaration to be maintained by the Association, (b) taxes, including but not limited to real property taxes, to be paid by the Association, and (c) charges for services necessary to the Association's performance of its obligations under this Declaration. Any increases in the Special Assessments set forth in Article XIII hereof shall not be subject to the limitations set forth in this Section 9.7. Nothing herein shall obligate the Board to levy, in any fiscal year, Annual Assessments in the full amount of the Maximum Annual Assessment for such fiscal year, and the election by the Board to not levy Annual Assessments in the full amount of the Maximum Annual Assessments for any fiscal year shall not prevent the Board from levying Annual Assessments in subsequent fiscal years in the full amount of the Maximum Annual Assessment for such fiscal year (as determined in accordance with this Section 9.7). In the event that, for any fiscal year, the Board elects to levy an Annual Assessment at less than the full amount of the Maximum Annual Assessment for such fiscal year, the Board may, in its reasonable discretion circumstances so warrant, subsequently levy an additional Annual Assessment during said fiscal year so long as the total of the Annual



Assessment levied during said fiscal year does not exceed the Maximum Annual Assessment for such fiscal year.

Section 9.8 Notice and Quorum for Meetings to Consider Special Assessments and Certain Increases in Annual Assessments. Notwithstanding any other provisions hereof or of the Articles, the By-Laws or Rules and Regulations, written notice of any meeting called for the purpose of (a) approving the establishment of any Special Assessment, as required by Section 9.9 hereof, or (b) approving any increase in the Maximum Annual Assessment greater than that permitted under Section 9.7 hereof, shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days prior to the date of said meeting. At the first meeting thus called to consider the particular Special Assessment or increase in the Maximum Annual Assessment, a quorum shall consist of sixty percent (60%) of the votes in each class of Members (whether represented in person or by valid proxy), provided, however, that if a quorum, as so determined, is not present at said first meeting, a second meeting may be called (subject to the same notice requirements as set forth above) to consider the same issue, and a quorum at said second meeting shall be one-half (1/2) of the required-quorum at the first meeting, as described above. Such second meeting may not be held more than sixty (60) days after the first meeting.

Section 9.9 Special Assessments. In addition to the Annual Assessments authorized by this Article IX, the Association may levy Special Assessments from time to time, provided, however, that any Special Assessment shall be effective only with the approval of not less than two-thirds (2/3) of the votes of each class of Members represented in person or by valid proxy at a meeting of Members duly called and convened to consider such Special Assessment pursuant to Section 9.8 hereof. Subject to Section 9.4, Special Assessments shall be allocated equally among all Lots.

Section 9.10 Certificates. The Association shall, upon the written request of any Owner or the holder, insurer or guarantor of any mortgage or deed of trust, and upon payment of such reasonable charge as may be determined by the Board, furnish to the requesting party a certificate, executed by an officer of the Association, stating the date to which Assessments with respect to such Owner's Lot (or the Lot against which such mortgage or deed of trust is recorded) have been paid and the amount, if any, of any Assessments which have been levied with respect to said Lot but which remain unpaid as of the date of such certificate. Said certificate shall be binding upon the Association as to the matters set forth therein as of the date thereof.

Section 9.11 Surplus Moneys. Unless otherwise expressly determined by the Board, any surplus moneys of the Association shall be held by the Association and placed in one or more reserve accounts as determined by the Board, and shall not be paid to the Owners or credited against the Owners' respective liabilities for Assessments.

Section 9.12 Declarant's Obligation for Deficiencies. So long as the Class B membership exists, Declarant shall pay and contribute to the Association, within thirty (30) days after the end of each fiscal year of the Association, or at such other times as may be requested by the Board, such funds as may be necessary, when added to the Assessments levied by the Association pursuant to this Declaration, to provide for (a) the operation and maintenance of the Association Property, (b) the maintenance of adequate reserves, and (c) the performance by the Association of all other



obligations of the Association under this Declaration or the Articles or By-Laws. Declarant's obligations under this Section 9.12 may be satisfied in the form of a cash subsidy or by "in kind" contributions of services or materials, or a combination of both.

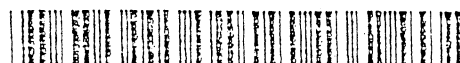
Section 9.13 Association Expenses Resulting from Misconduct. Notwithstanding any other provision of this Article IX, if any Association Expense is caused by the misconduct of any Owner (or of any occupant, tenant, employee, servant, agent, guest or invitee for whose actions such Owner is responsible under applicable law), the Association may assess that Association Expense exclusively against such Owner and such Owner's Lot.

ARTICLE X

ARCHITECTURAL STANDARDS; ARCHITECTURAL COMMITTEE

Section 10.1 Appointment of Architectural Committee: Standing to Enforce. All property which is now or hereafter subject to this Declaration shall be subject to architectural, landscaping and aesthetic review as provided herein. This review shall be in accordance with this Article X and such standards as may be promulgated by the Architectural Committee, which is hereby established. Authority and standing on behalf of the Association to enforce in any court of competent jurisdiction decisions of the Architectural Committee and the provisions of this Article X shall be vested in the Board, provided, however, that so long as Declarant has the right to appoint the Architectural Committee under this Section 10.1, Declarant shall have the right, but not the obligation, to enforce decisions of the Architectural Committee and the provisions of this Article X on behalf of the Association in courts of competent jurisdiction. So long as Declarant (or a trustee for the benefit of Declarant) owns any portion of the Property, the Architectural Committee shall consist of three (3) individuals appointed by Declarant. At such time as either (a) neither Declarant nor a trustee for the benefit of Declarant owns any portion of the Property, or (b) Declarant records a written waiver of its right to appoint the Architectural Committee with the Board, the Board shall appoint the members of the Architectural Committee, which shall have such number of members (but not less than three (3)) as the Board may elect from time to time. Each member of the Architectural Committee appointed by the Declarant or Board respectively shall serve in such capacity until (i) such member is removed by the Declarant or the Board respectively, or (ii) such member resigns such position or dies. Prior to the appointment of the initial members of the Architectural Committee, and at any time when there is no one serving on the Architectural Committee (whether due to death, resignation or removal), the Board shall have and may exercise any and all rights, powers, duties and obligations of the Architectural Committee.

Section 10.2 Jurisdiction of the Architectural Committee: Promulgation of Standards. The Architectural Committee shall have jurisdiction over all original construction and any modifications, additions or alterations to improvements on any portion of the Property including, but not limited to, the construction or installation of, or modifications, additions or alterations to: all buildings or structures; landscaping; fences; heating, ventilating, air conditioning and cooling units; solar panels; paint; and any other construction, modification, addition or alteration affecting the exterior appearance of any structure or Lot. The Architectural Committee shall adopt, and may from time to time amend, supplement and repeal, architectural and landscaping standards and application procedures and shall make the same available to Owners,



builders and developers who seek to engage in development of or construction upon any portion of the Property. Such standards and procedures shall interpret, implement and supplement this Declaration, and shall set forth procedures for Architectural Committee review. Such standards and procedures may include, without limitation, provisions regarding:

- (a) the size of the buildings or structures;
- (b) architectural design, with particular regard to the harmony of the design with surrounding buildings or structures and topography;
- (c) placement of buildings or structures;
- (d) landscaping design, content and conformance with the character of the Property, and permitted and prohibited plants;
- (e) requirements concerning exterior color schemes, exterior finishes and materials;
- (f) signage; and
- (g) perimeter and screen wall design and appearance.

Such standards and procedures shall have the same force and effect as the Rules and Regulations. Further, after termination of Declarant's right to appoint the members of the Architectural Committee pursuant to Section 10.1, any and all amendments, supplements, repeals, or replacements to or of such standards and procedures shall be subject to the approval of the Board.

Section 10.3 Submission and Review of Plans. No original construction and no modification, alteration or addition subject to the Architectural Committee's jurisdiction (including, but not limited to, landscaping) shall be commenced until it has been approved or is deemed approved by the Architectural Committee as provided herein. Any Owner or other person or entity seeking to construct or install any new improvements or landscaping or to make any modification, alteration or addition to any existing improvement (including, but not limited to, landscaping) upon any portion of the Property (or to cause same to be constructed, installed or made) shall first submit to the Architectural Committee detailed plans, specifications and elevations relating to the proposed construction, installation, modification, alteration or addition prior to making any submission to Coconino County. All plans, specifications and elevations (including, but not limited to, a detailed site plan) shall be sent to the Architectural Committee by (a) personal delivery in which case the person delivering the same shall obtain a signed and dated receipt from the recipient thereof (in which event they shall be deemed received as of the date indicated by the recipient on such receipt), or (b) by U.S. mail, postage paid, certified mail, return receipt requested (in which event they shall be deemed received as of the date indicated on the return receipt). The Architectural Committee shall have thirty (30) days after receipt of such plans, specifications, and elevations to approve or disapprove of the proposed construction, installation, modification, alteration or addition or to request additional information, and, if the Architectural Committee disapproves, to give such Owner or other person or entity reasonably detailed written reasons for such disapproval. In the



event the Architectural Committee fails either to approve or disapprove the proposed construction, installation, modification, alteration or addition (or to request additional information) within said thirty (30) day period, such proposed construction, installation, modification, alteration or addition shall be deemed disapproved and the Owner can then request a meeting with the Architectural Committee to discuss the reasons for such disapproval and thereafter avail himself of the remedies available in Section 10.10 hereof.

Section 10.4 Obligation to Obtain Approval.

(a) Except as otherwise expressly provided in this Declaration or the Architectural Committee's standards and procedures, without the prior written approval by the Architectural Committee of plans and specifications prepared and submitted to the Architectural Committee in accordance with the provisions of this Declaration and such standards and procedures:

(i) no improvements, modification, alterations, additions, repairs, excavation, grading, landscaping or other work shall be done which in any way alters the exterior appearance of any portion of the Property from its natural or improved state existing on the date such portion of the Property first becomes subject to this Declaration;

(ii) no improvement, including, but not limited to, any building, structure, fence, exterior wall, pool, spa, roadway, driveway, landscaping, excavation or grading shall be commenced, erected, altered, or changed on any portion of the Property at any time; and

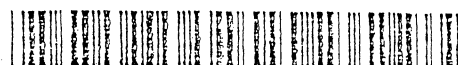
(iii) no repair shall be made on any improvement which alters the exterior appearance of such improvement at any time.

(b) No material changes or deviations in or from the plans and specifications for any work to be done on any portion of the Property, once approved by the Architectural Committee, shall be permitted without approval of the change or deviation by the Architectural Committee.

(c) No other item or matter required by this Declaration to be approved in accordance with this Article X shall be done, undertaken or permitted until approved by the Architectural Committee.

(d) All decisions of the Architectural Committee shall be final, but only appealable to the Board or the Declarant.

Section 10.5 Changes to Interiors of Residence or Other Structures. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his Residence or other structure on such Owner's Lot or to paint the interior of his Residence or such other structure any color desired, except to the extent such remodeling or painting is visible from



outside such Residence or other structure or affects the exterior appearance of such Residence or other structure.

Section 10.6 Other Approvals; Liability. No approval by the Architectural Committee of any proposed construction, installation, modification, addition or alteration shall be deemed to replace, or be substituted for any building permit or similar approval required by any applicable governmental authority nor shall any such approval be deemed to make the Architectural Committee or the Board or the Association) liable or responsible for any damage or injury resulting or arising from any such construction, modification, addition or alteration. None of Declarant, the Association, the Board or the Architectural Committee (nor any member thereof) shall be liable to the Association, Owner or any other party for any damage, loss or prejudice suffered or claimed on account of:

- (a) the approval or disapproval of any plans, drawings or specifications, whether or not defective;
- (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications; or
- (c) the development of any portion of the Property.

Section 10.7 Fee. The Board may establish a reasonable processing fee to defer the costs of the Architectural Committee in considering any requests for approvals submitted to the Architectural Committee or for appeals to the Board, which fee shall be paid at the time the request for approval or review is submitted.

Section 10.8 Inspection. Any member or authorized consultant of the Architectural Committee, or any authorized officer, director, employee or agent of the Association, may at any reasonable time and without being deemed guilty of trespass enter upon any Lot, after reasonable notice to the Owner of such Lot, in order to inspect the improvements constructed or being constructed on such Lot and to ascertain that such improvements have been, or are being, built in compliance with this Declaration, the standards and procedures adopted by the Architectural Committee and any approved plans, drawings or specifications.

Section 10.9 Waiver. Approval by the Architectural Committee of any plans, drawings or specifications for any work done or proposed, or for any other matter requiring approval of the Architectural Committee, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for approval.

Section 10.10 Appeal to Board. Except as provided in this Section 10.10, any Owner or Person or entity aggrieved by a decision of the Architectural Committee may appeal the decision to the Board in accordance with procedures to be established in the Architectural Committee's standards and procedures. In the event the decision of the Architectural Committee is overruled by the Board on any issue or question, the prior decision of the Architectural Committee shall be deemed modified to the extent specified by the Board. Notwithstanding the foregoing, until termi-



nation of Declarant's right to appoint the members of the Architectural Committee pursuant to Section 10.1, no decision of the Architectural Committee may be appealed to the Board.

Section 10.11 Non-Applicability to Declarant. The provisions of this Article X shall not apply to any portion of the Property owned by Declarant (or by a trustee for the benefit of Declarant) or any person or entity affiliated with Declarant so long as any improvements constructed thereon (or any additions, modifications or alterations to any such improvements) are constructed or made in a good and workmanlike fashion and are generally comparable in terms of quality of construction to other improvements theretofore constructed by Declarant or any Person or entity affiliated with Declarant on the Property. Further, this Article X may not be amended without Declarant's written consent so long as Declarant (or a trustee for the benefit of Declarant) owns any portion of the Property.

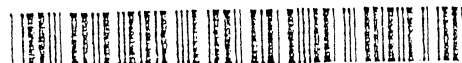
ARTICLE XI

ANNEXATION OF ADDITIONAL PROPERTY; DE-ANNEXATION; EASEMENT TO ANNEXABLE PROPERTY

Section 11.1 Reservation of Certain Annexation Rights. As of the date this Declaration is Recorded, Declarant contemplates that one or more portions (and perhaps all) of the Annexable Property may from time to time be annexed to the Property (and thereby subjected to the provisions of this Declaration) and, therefore, while Declarant shall have no obligation or duty to so annex all or any portion of the Annexable Property, Declarant hereby reserves the right, privilege and option from time to time hereafter to add and annex to the Property (and thereby to subject to the provisions of this Declaration) any part(s) or all of the Annexable Property, without the vote of the Owners or the Board, and without notice to or approval of any other person, trustee or legal entity, provided, however, that the right, privilege and option reserved in this sentence shall expire and terminate at 11:59 p.m. local time on June 30 of the calendar year in which falls the twentieth (20th) anniversary of the date this Declaration is Recorded. Notwithstanding the foregoing sentence, no portion of the Annexable Property may be annexed to the Property unless, at the time of each and any such annexation, either: (a) the portion of the Annexable Property to be annexed is owned either by Declarant or held in trust for the benefit of the Declarant; or (b) the owner of the portion to be annexed (if other than Declarant or held in trust for the benefit of the Declarant) consents to such annexation in a written Recorded instrument.

Section 11.2 Limitations on Other Annexations. As of the date this Declaration is Recorded, Declarant does not intend to annex any additional property to the Property other than the Annexable Property, and additional property not included within the Annexable Property may be annexed to the Property only: (a) by the affirmative vote of two-thirds (2/3) of the votes of each class of the Owners represented in person or by valid proxy at a meeting of the Owners duly called for that purpose; and (b) with the express written consent of each owner of all or any part of the property proposed to be annexed.

Section 11.3 Recordation of Annexation Instrument. Upon approval to the extent required by this Article XI of any annexation of property to the Property, Declarant, in the case of annexation of all or any part of the Annexable Property pursuant to Section 11.1 above, or the

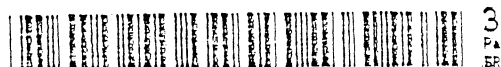


President and Secretary of the Association, in the case of any other annexation, shall execute, acknowledge and Record a Parcel Declaration or other instrument effecting and evidencing such annexation (which instrument shall also be duly executed and acknowledged by each owner of all or any part of the property being annexed), and such annexation shall be deemed effective only upon such Recordation. Such instrument (or a separate Parcel Declaration or other instrument Recorded by Declarant or the Association, as applicable, against any property annexed to the Property pursuant to this Article XI and executed by the owner of such annexed property) may subject the annexed property to such additional covenants, conditions and restrictions as the owner thereof may deem appropriate or desirable (subject, however, to approval thereof by Declarant or the Association, as applicable), provided, however, that any and all such additional covenants, conditions and restrictions shall be subordinate and subject to the provisions of this Declaration.

Section 11.4 Effect of Annexation. Upon the effective date of an annexation pursuant to this Article XI as provided above: (a) the property so annexed shall immediately be and become a part of the Property and subject to all of the provisions hereof; (b) any Lot then or thereafter constituting a part of the annexed property, and the owner of any such Lot, shall thereupon be subject to all of the provisions of this Declaration; (c) any part or parts of the property annexed which is or are designated or declared to be Association Property shall thereupon be subject to the provisions of this Declaration; and (d) any improvements thereafter situated upon the annexed property shall be subject to the provisions of this Declaration and shall be reasonably consistent, in terms of quality of construction, with the improvements situated upon other portions of the Property prior to such annexation.

Section 11.5 No Obligation to Annex. Nothing herein shall constitute a representation, warranty or covenant that Declarant, or any successor or assign of Declarant, will subject any additional property (whether or not a part of the Annexable Property) to the provisions of this Declaration, nor shall Declarant, or any successor or assign of Declarant, be obligated so to do, and Declarant may, by Recorded instrument executed by Declarant, waive its rights so to do, in whole or in part, at any time or from time to time.

Section 11.6 De-Annexation. 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 or the Board or any other person or legal entity, to delete from the Property and remove from the effect of this Declaration one or more portions of the Property, provided, however, that: (a) a portion of the Property may not be so deleted and removed unless at the time of such deletion and removal such portion of the Property is owned by Declarant or held in trust for the benefit of the Declarant, and (b) a portion of the Property may not be so deleted and removed if such deletion and removal would deprive Owners of access or other 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 under this Section 11.6 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 the deletion and removal of such portion of the Property shall be effective upon the later of: (i) the date such instrument is Recorded; or (ii) the effective date specified in such instrument, if any, whereupon, except as otherwise expressly provided in this Section 11.6, the portion of the Property so deleted and removed shall thereafter for all purposes be deemed not a part of the Property and not 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, if any, 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, and no Assessments or other charges shall thereafter accrue hereunder with respect to the portion of the Property so deleted and removed. Each portion of the Property deleted and removed pursuant to this Section 11.6 shall thereafter be deemed to be a part of the Annexable Property unless otherwise expressly provided to the contrary in the instrument Recorded by Declarant to effect such deletion and removal.

Section 11.7 Declarant's Easement for Annexable Property. Declarant shall have, and hereby expressly reserves, an easement over and across the Association Property for the purposes of reasonable ingress to and egress from, over and across the Property, including private roads and pathways, to the Annexable Property until an instrument is Recorded by Declarant expressly abandoning said easement.

ARTICLE XII

GENERAL PROVISIONS

Section 12.1 Term. The covenants, conditions and restrictions of this Declaration (a) shall run with and bind the Property, (b) shall inure to the benefit of and shall be enforceable by the Association or by the Owner of any Property subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, and (c) shall remain in full force and effect (as the same may be amended from time to time in accordance with the provisions of this Declaration) until June 1, 2050, at which time this Declaration, unless revoked by an affirmative vote (in person or by proxy) or written consent of Members owning not less than seventy-five percent (75%) of all Lots, shall automatically be extended for successive periods of twenty-five (25) years each, until revoked in the manner provided above. Notwithstanding any such revocation of this Declaration, each Owner of a Lot (and such Owner's tenants, guests and invitees) shall nevertheless have a permanent easement across the Association Property as may be necessary for access to such Lot and for access to and use of such facilities as may exist on the Association Property at the time of such revocation.

Section 12.2 Amendment. Except as otherwise provided herein, this Declaration may be amended during the first ten (10) year period of the Association only by the affirmative vote (in person or by proxy) or written consent of Members owning at least ninety percent (90%) of all Lots and thereafter only by the affirmative vote (in person or by proxy) or written consent of Members owning at least seventy-five percent (75%) of all Lots. No amendment to this Declaration shall be effective unless and until such amendment shall be recorded with the Recorder of Coconino County, Arizona.

Section 12.3 No Partition. No Person acquiring any interest in the Property or any part thereof shall have a right to, nor shall any Person seek, any judicial partition of the Association Property, nor shall any Owner sell, convey, transfer, assign, hypothecate or otherwise alienate all or any of such Owner's interest in the Association Property or any funds or other assets of the Association except in connection with the sale, conveyance or hypothecation of such Owner's Lot



(and only appurtenant thereto), or except as otherwise expressly permitted herein. This Section 12.3 shall not be construed to prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring or disposing of title to real property (other than disposition of title to the Association Property) which may or may not be subject to this Declaration.

Section 12.4 Severability; Interpretation; Gender. Invalidation of any one of the provisions of this Declaration by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect. The provisions hereof shall be construed and interpreted in accordance with the laws of the State of Arizona. Where the context hereof so requires, any personal pronouns used herein, whether used in the masculine, feminine or neuter gender, shall include all genders, and the singular shall include the plural and vice versa. Titles of articles and sections are for convenience only and shall not affect the interpretation hereof.

Section 12.5 Perpetuities. If any of the Covenants or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now-living descendants of the President of the United States serving in office on the date this Declaration is recorded among the official records of Coconino County, Arizona.

Section 12.6 Enforcement. The Association shall have the standing and power to enforce the provisions of this Declaration, the Articles, the By-Laws and the Rules and Regulations of the Association, and the provisions of any other recorded document pertaining to any Lot or Lots, and its costs in doing so, including, but not limited to, reasonable attorneys' fees, together with interest thereon from the date the costs are expended at a rate equal to fifteen percent (15%) per annum, shall constitute a lien on all Lots owned by the Owner or Owners against whom the action is taken, which lien shall have the priority and may be enforced in the manner described in Section 9.3. In addition, any Owner or Owners shall have the standing and power to enforce the provisions of this Declaration, the Articles, the By-Laws and the Rules and Regulations, and the prevailing party or parties in any action by an Owner or Owners to enforce any such provisions shall be entitled to recover from the other party or parties their costs in such action (including reasonable attorneys' fees), together with interest thereon at the rate of fifteen percent (15%) per annum; and shall further be entitled to have all such costs (including such interest) included in any judgment awarded to the prevailing party or parties in such action. Failure by the Association or by any Owner to take any such enforcement action shall in no event be deemed a waiver of the right to do so thereafter.

Section 12.7 Property Held in Trust. Any and all portions of the Property which are now or hereafter held in a subdivision or similar trust or trusts (or similar means of holding title to property), the beneficiary of which trust(s) is Declarant, shall be deemed for all purposes hereunder to be owned by Declarant and shall be treated for all purposes hereunder in the same manner as if such real property were owned in fee simple by Declarant. No conveyance, assignment or other transfer of any right, title or interest in or to any of such real property by Declarant to any such trust (or the trustee thereof) or to Declarant by any such trust (or the trustee thereof) shall be deemed for purposes of this Declaration to be a sale of such real property or of any right, title or interest therein.



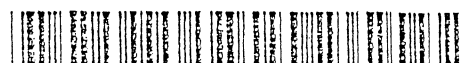
Section 12.8 Number of Days. In computing the number of days for purposes of any provision of this Declaration or the Articles, the By-Laws or Rules and Regulations, all days shall be counted including Saturdays, Sundays and holidays, provided, however, that if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or legal holiday.

Section 12.9 Declarant's Right to Use Similar Name. The Association hereby irrevocably consents to the use by any other non-profit corporation which may be formed or incorporated by Declarant of a corporate name which is the same or deceptively similar to the name of the Association, provided one or more words are added to the name of such other corporation to make the name of this Association distinguishable from the name of such other corporation. Within five (5) days after being requested to do so by the Declarant, the Association shall sign such letters, documents or other writings as may be required by the Arizona Corporation Commission in order for any other non-profit corporation formed or incorporated by the Declarant to use a corporate name which is the same or deceptively similar to the name of the Association.

Section 12.10 Notice of Violation. The Association shall have the right to record among the official records of Coconino County, Arizona, a written notice of a violation by any Owner or any occupant of the Owner's Lot of any restriction or provision of this Declaration, the Articles, the By-Laws or the Rules and Regulations. The notice shall be executed and acknowledged by an officer of the Association and shall contain substantially the following information: (a) the name of the Owner; (b) the legal description of the Lot against which the notice is being recorded; (c) a brief description of the nature of the violation; (d) a statement that the notice is being recorded by the Association pursuant to this Declaration; and (e) a statement of the specific steps which must be taken by the Lot Owner to cure the violation. Recordation of a notice of violation shall serve as a notice to the Owner and to any subsequent purchaser of the Lot that there is such a violation. If, after the recordation of such notice, it is determined by the Association that the violation referred to in the notice does not exist or that the actual violation referred to in the notice has been cured, the Association shall record a notice of compliance which shall state the legal description of the Lot against which the notice of violation was recorded, and the recording data of the notice of violation, and shall state that the violation referred to in the notice of violation has been cured, or if such be the case, that it did not exist. Notwithstanding the foregoing, failure by the Association to record a notice of violation shall not constitute a waiver of any existing violation or evidence that no violation exists.

Section 12.11 Temporary Sign Easement. Declarant hereby reserves to itself and its agents a temporary easement over, upon and across the Association Property for purposes of installing and maintaining signs identifying persons building upon or developing portions of the Property. The easement reserved hereby shall expire and terminate upon completion of construction and sales activities upon the Property by Declarant.

Section 12.12 Amendments Affecting Declarant Rights. Notwithstanding any other provision of this Declaration, no provision of this Declaration (including, but not limited to, this Section 12.12) which grants to or confers upon Declarant any rights, privileges, easements, benefits or exemptions (except for rights, privileges, easements, benefits or exemptions granted to or conferred upon Owners generally) shall be modified, amended or revoked in any way, so long as



Declarant (or trustee holding the Property in trust for the benefit of the Declarant pursuant to Section 12.7 hereof) owns any portion of the Property, without the express written consent of Declarant.

Section 12.13 Amendments to Articles and By-Laws. The Articles and By-Laws may only be amended by following the procedure set forth in this Section 12.13. The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either an annual or a special meeting, and if approved by Members of each class holding (either personally or by valid proxy) the Applicable Percentage (defined below) of the votes eligible to be cast on the amendment (including votes otherwise eligible to be cast but not represented personally or by valid proxy at such meeting), such amendment shall have been adopted, provided, however, that a copy of any such proposed amendment or a summary of the changes to be effected shall have been given to each Member at least ten (10) days prior to said meeting of the Members. For purposes hereof, the "Applicable Percentage" shall mean, in the case of an amendment to the Articles, sixty-seven percent (67%) of each class of Members and, in the case of an amendment to the By-Laws, fifty-one percent (51%) of each class of Members. Any number of amendments may be submitted and voted upon at any one meeting.

Section 12.14 Violations and Nuisance. Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by Declarant, the Association or any Owner. However, any other provision to the contrary notwithstanding, only Declarant, the Association, the Board or the duly-authorized agent of any of them may enforce by self-help any of the provisions of this Declaration.

Section 12.15 Violation of Law. Any violation of any federal, state, or municipal law, statute, ordinance or regulation, pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be in violation of this Declaration and subject to any or all of the enforcement procedures set forth herein.

Section 12.16 Remedies Cumulative. Each remedy provided in this Declaration is cumulative and not exclusive.

Section 12.17 Delivery of Notices and Documents. Any written notice or other document relating to or required by this Declaration may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered twenty-four (24) hours after a copy of same has been deposited in the United States Postal Service, postage prepaid, properly addressed.

Section 12.18 Declarant's Disclaimer of Representations. Notwithstanding anything to the contrary herein, Declarant makes no warranties or representations whatsoever that the plans presently envisioned for the complete development of Tamarron Pines can or will be carried out, or that any real property now owned or hereafter acquired by it is or will be subjected to this Declaration, or that any such real property (whether or not it has been subjected to this Declaration) 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 restrictive covenants 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 such restrictive covenant. Any Owner acquiring a Lot or Parcel in reliance on one or more of such restrictive covenants shall assume all risks of the validity and enforceability thereof and by accepting a deed to the Lot agrees to hold Declarant harmless therefrom.

Section 12.19 The Declaration. Deeds of conveyance of property in Tamarron Pines, or any part thereof, may contain the covenants, conditions and restrictions contained herein by reference to this document, but whether or not such reference is made in any or all of said deeds, by acceptance of a deed or by acquiring any ownership interest in any of the real property included in Tamarron Pines and affected by this Declaration, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his 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 hereof.

ARTICLE XIII

WASTEWATER TREATMENT

Section 13.1 Powers.

(a) In addition to the powers and duties of the Association set forth in this Declaration, the Declarant and/or the Board may deem it, in their sole discretion, to be in the best interests of the Association and its Members to provide the wastewater services necessary for the domestic needs of the Property, including the Lots and Association Property, and for that purpose doing any and all of the following: (i) acquire assets from the Declarant or others necessary to provide domestic wastewater service to the Property; (ii) acquire, construct, own and operate any and all treatment, transmission (including lift stations), collection and disposal facilities, including a wastewater treatment plant ("Plant"), (within or without the boundaries of the Property) necessary to provide wastewater services ("wastewater related facilities") all of which shall be owned by the Association; (iii) contract with qualified persons or companies to manage, operate and maintain the wastewater related facilities owned by the Association including, but not limited to, the Plant; (iv) enter into contracts with the Owners to provide wastewater services to any and all Lots under terms and conditions and charges and fees to be determined by the Board; and (v) establish a budget for the provision of all of the foregoing ("Wastewater Treatment Budget"); 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 wastewater related facilities and assets; to preclude the Commission's regulation of the Association.



Section 13.2 Special Assessments.

(a) Special Wastewater Assessments. Notwithstanding Sections 9.8 and 9.9 of this Declaration, in order to create funds to enable the Association to build, operate and maintain such wastewater related facilities and provide such wastewater service to the Property, the Board shall have the sole right, on behalf of the Association, to establish and levy Special Wastewater Assessments ("Special Wastewater Assessments") and to establish and levy Special Wastewater Use Assessments ("Special Wastewater Use Assessments"). Such Special Wastewater Assessments shall be used to pay for all of the costs of the construction, operation and maintenance of the wastewater related facilities and shall be assessed and levied equally among all of the Lots. Such Special Wastewater Use Assessments are more specifically described in Section 13.2(d) hereof. Such Special Wastewater Assessments and Special Wastewater Use Assessments shall be deemed Special Assessments for purposes of this Declaration, and shall be in addition to the Annual Assessments. The provisions of Sections 9.1, 9.2, 9.3, 9.4 and 9.6 of this Declaration shall specifically apply to such Special Wastewater Assessments and Special Wastewater Use Assessments, but the provisions of Sections 9.5, 9.7, 9.8, 9.9 and 9.12 of this Declaration shall not apply to such Special Wastewater Assessments and Special Wastewater Use Assessments. Any such Special Wastewater Assessments and any such Special Wastewater Use Assessments shall not require the approval of the Members but only of the Board and shall be payable under such terms and conditions as determined solely by the Board.

(b) Wastewater Service Connection Agreement. The Association may, as a condition precedent to the Owner of a specific Lot receiving wastewater service to that Lot, require that the Owner enter into a Wastewater Service Connection Agreement (the "Connection Agreement") specifying the terms and conditions under which the Association will provide the wastewater service to the Lot. The Connection Agreement shall provide, at a minimum, that: (i) each Lot shall have the right to one and only one connection in a size determined by the Association for all wastewater use on the Lot, (ii) each Owner shall pay to the Association a "hook-up fee" to be determined by the Board to cover all of the costs incurred by the Association in the construction of the wastewater related facilities and to initiate such service to the Lot, including but not limited to account establishment fees, service line costs, and supervision of Owner installed facilities that are interconnected to the Association's facilities, (iii) identify and provide specifications for specific facilities that Owner will be required to fund, construct, operate and maintain on Owner's Lot to provide such wastewater service (specific facilities may include but not be limited to holding/septic tanks, trickling filters, grinders, and lift stations), and (iv) acknowledge receipt by the Owner of a written copy of the "Waste Limit Regulations" which identify particular waste items that can not be disposed into the wastewater system. All funds due the Association under the said Connection Agreement shall be deemed a Special Wastewater Assessment for the purposes hereof and shall be in addition to any other Special Wastewater Assessment levied pursuant to Section 13(a) above and shall be payable in full at the time the Owner executes a Connection Agreement. All facilities installed by



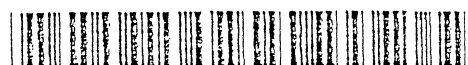
the Lot Owner shall be installed in accordance with the plans and specifications of the Association and must be approved by the Association prior to the Lot receiving wastewater service.

(c) Required Hook-Up. Each Owner shall be required to pay all Special Wastewater Assessments as and when levied by the Board. However, in the event an Owner commences construction of Improvements on the Owner's Lot prior to the Association's construction of any wastewater related facilities, said Owner shall not be required to enter into a Connection Agreement and pay any amounts due thereunder. In addition to any other Special Wastewater Assessments required to be paid by the Owner hereunder as and when levied by the Board, and in the event the wastewater related facilities are constructed by the Association and the Association is prepared to provide wastewater services to an Owner's Lot at the time an Owner commences construction of Improvements on the Owner's Lot, the Owner shall be required to enter into a Connection Agreement prior to commencement of construction of Improvements and pay all amounts due thereunder and any Special Wastewater Use Assessments due hereunder.

(d) Special Wastewater Use Assessment. To recover the costs necessary to provide wastewater service to each Lot as determined in the sole discretion of the Board, in addition to any Special Wastewater Assessment the Board shall have the right to levy a Special Wastewater Use Assessment. On or about the first of each month (or such other frequency as the Association may establish), the Association shall bill each Lot Owner receiving wastewater service a Special Wastewater Use Assessment. In the event the Special Wastewater Use Assessment is not paid in a timely fashion, in addition to the provisions of Section 13.3 hereof, the Association retains the right to disconnect wastewater service to the Owner's Lot. If the Association is forced to terminate such service, it shall further assess the Owner the cost the Association incurs for the disconnect/reconnect procedure.

(e) Lack of Capital or Expense Funds. In the event Owners do not timely pay the Special Wastewater Assessments or the Special Wastewater Use Assessments authorized herein or the funds are otherwise unavailable, the Board shall not be responsible or liable to any Owner or other person for a resulting reduction or discontinuance of wastewater service to the Lots. Any excess in Special Wastewater Assessments and/or Special Wastewater Use Assessments actually collected versus actual expenses incurred shall be included in the following years' Wastewater Treatment Budget. The Board is authorized but not required to allocate funds from the annual budget to cover any shortfalls in the Wastewater Treatment Budget.

(f) Discontinuation of Wastewater Service by Association. Once the provisions of wastewater services have been commenced by the Association, in the event it is determined by the Board that it is in the best interest of the Declarant and the Owners that the Association not continue to provide wastewater services to the Owners, or that said service can better be provided by another entity, then and in that event the Board shall discontinue all wastewater services and Special Wastewater Assessments and



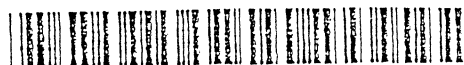
Special Wastewater Use Assessments authorized under this Article XIII, provided, however, that any obligations created hereunder are expressly assigned to and assumed by the entity that will provide the subject wastewater service. If not so assumed, obligations of the Association and the Owners relating to wastewater service shall continue hereunder.

Section 13.3 Nonpayment and Enforcement.

(a) Any Special Wastewater Assessment and Special Wastewater Use Assessment installment shall be due upon presentation and shall be delinquent if not paid within fifteen (15) days after its due date. Each delinquent installment shall incur a late payment charge equal to the greater of Fifteen and 00/100 Dollars (\$15.00) or ten percent (10%) of the amount of the unpaid installment. Additionally, the delinquent installment and the late payment charge shall be subject to interest from the due date at an annual rate of fifteen percent (15%) until paid. If any Special Wastewater Assessment or Special Wastewater Use Assessment installment is not paid within five (5) days after becoming delinquent, the Association may, at its option: (i) commence legal proceedings against the Owner personally obligated to pay the same; or (ii) upon compliance with the notice provisions required by law or as required by the Board, whichever is more stringent, foreclose the lien created and imposed in Section 9.3 hereof. Accrued interest, late charges and all costs and expenses of enforcing the lien, including without limitation, attorneys' fees, shall be added to the amount of such Assessment and included in any judgment obtained thereon. Each Owner vests in the Board the exclusive right and power to maintain on behalf of the Association all actions to foreclose the lien arising from any Special Wastewater Assessment or Special Wastewater Use Assessment against such Owner or other Owners for the collection of delinquent Assessments.

(b) 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 Special Wastewater Assessment or Special Wastewater Use 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.

(c) 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 under this Declaration, at law or in equity.



Section 13.4 Regulation of Wastewater Service.

(a) Service Subject to Regulation. The Association will provide wastewater treatment facilities that are regulated by numerous county, state and federal statutes and regulations that include limitations on the type of wastewater that may be discharged into the wastewater system by any person directly or indirectly connected to the wastewater related facilities.

(b) Wastes Limitation. The Board on behalf of the Association shall, by rule and regulation 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 wastewater 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 wastewater system 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 including, but not limited to, facilities located on an Owner's Lot that is involved directly or indirectly with the discharge of wastewater into the wastewater related facilities may be made by the Association as it deems necessary. Inspections may be made to determine that such facilities are maintained and operated properly and are adequate to meet the provisions of the rules and regulations of the Association. Inspections may include the collection of samples. Authorized personnel of the Association shall be provided immediate access to all of the facilities directly or indirectly connected to the wastewater related facilities at all reasonable times including those occasioned by emergency conditions. Any permanent or temporary obstruction to easy access to the Owner's facilities to be inspected shall promptly be removed by Owner at the 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 wastewater related facilities.

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

Section 13.5 Discretion of Declarant and Board. Notwithstanding anything to the contrary contained in this Article XIII, the Declarant and/or the Board shall, in their sole discretion, determine whether or not the Association shall provide the wastewater services and the wastewater treatment set forth in this Article XIII and it is fully understood that the Declarant and/or the Board shall have no obligation whatsoever to provide such service and treatment if the Declarant and/or Board chooses not to provide such services and treatment.



BLUE RIDGE ESTATES II, L.L.C., an Arizona
limited liability company

By Stephen A. Kuhn
Its Manager

FIRST AMERICAN TITLE INSURANCE
COMPANY, a California corporation, as Trustee
Under Trust Nos. 8335, 8387, 8399 and 8447

By Richard N. Galt
Its _____

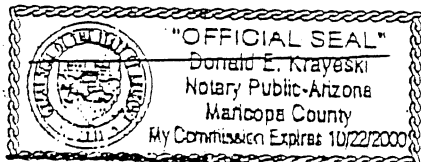
STATE OF ARIZONA)

County of Maricopa)

On this, the 5 day of November, 1999, before me, the undersigned officer,
personally appeared Stephen A. Kuhn and acknowledged himself to be the
Manager of Blue Ridge Estates II, L.L.C., and that he, in such capacity, being
authorized so to do, executed the foregoing instrument for the purposes therein contained.

Richard N. Galt
Notary Public

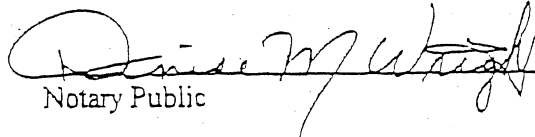
My Commission Expires:



STATE OF ARIZONA)

County of Maricopa)

On this, the 5th day of November, 1999, before me, the undersigned officer, personally appeared Roderick N. Collier and acknowledged himself to be the Trust Officer of First American Title Insurance Company and that he, in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained.


Notary Public

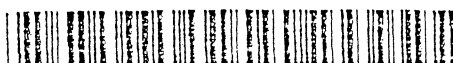
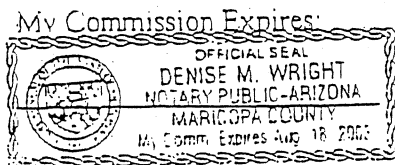


EXHIBIT A

TAMARRON PINES - PHASES ONE AND TWO
LEGAL DESCRIPTION

A parcel of land located in Section 32, Township 15 North, Range 12 East, Gila and Salt River Meridian, Coconino County, Arizona more particularly described as follows:

COMMENCING at the west one-quarter corner of said Section 32;

Thence: N 00°26'45" E, 49.92 feet along the west line of said Section 32 to the POINT OF BEGINNING;

Thence: Continue N 00°26'45" E, 938.76 to the SW corner of Blue Ridge Estates, Unit One, Case 7, Map 67, Records of Coconino County Recorder ("CCR");

Thence: S 89°42'36" E, 3505.34 feet along the south line of said Blue Ridge Estates, Unit One, and the south line Blue Ridge Estates, Unit Two, Case 7, Map 87, CCR;

Thence: S 00°17'24" W, 200.00 feet;

Thence: S 89°42'36" E, 47.79 feet;

Thence: S 00°17'24" W, 268.70 feet;

Thence: S 89°42'36" E, 450.02 feet;

Thence: S 00°33'43" E, 286.48 feet;

Thence: S 58°33'53" W, 420.93 feet;

Thence: N 24°11'25" W, 268.19 feet;

Thence: S 61°45'44" W, 220.13 feet to a non-tangent PC of a curve to the right concave to the northeast, having a radius of 420.00 feet, a central angle of 07°34'19", and a radial bearing of N 68°59'48" E;

Thence: Along the arc of said curve 55.51 feet;

Thence: S 75°51'xx" W, 60.00 feet;
Thence: S 89°31'47" W, 177.85 feet;
Thence: S 00°33'43" E, 308.79 feet;
Thence: N 89°42'36" W, 124.42 feet;
Thence: S 00°17'24" W, 240.00 feet;
Thence: S 89°42'36" E, 84.84 feet,
Thence: S 00°33'43" E, 197.63 feet;
Thence: S 89°26'17" W, 280.00 feet;
Thence: N 00°33'43" W, 10.33 feet;
Thence: S 89°26'17" W, 230.00 feet;
Thence: S 00°33'43" E, 87.77 feet;
Thence: N 89°13'56" W, 136.76 feet;
Thence: S 11°07'35" W, 267.37 feet;
Thence: S 47°12'26" W, 334.71 feet;
Thence: N 45°11'57" W, 307.54 feet;
Thence: N 88°32'38" W, 374.37 feet;
Thence: N 13°50'17" E, 90.72 feet;
Thence: N 31°33'13" W, 469.30 feet;
Thence: S 14°09'52" W, 178.46 feet;
Thence: N 71°21'23" W, 273.66 feet;
Thence: N 89°35'52" W, 450.00 feet;
Thence: N 00°24'08" E, 549.15 feet;



Thence: N 89°42'36" W, 199.98 feet;

Thence: N 89°33'15" W, 60.00 feet;

Thence: N 00°26'45" E, 18.97 feet;

Thence: N 89°33'15" W, 290.00 feet to the POINT OF BEGINNING.

Encloses in all 121.883 acres more or less.

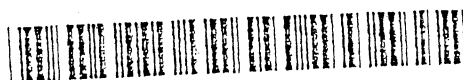


EXHIBIT B

ANNEXABLE PROPERTY

A parcel of land located in Section 32, Township 15 North, Range 12 East, Gila and Salt River Meridian, Coconino County, Arizona more particularly described as follows:

BEGINNING at the SW corner of said Section 32;

Thence: N 00°24'12" E, 2642.09 feet along the west line of said Section 32 to the west 1/4 corner of said Section 32 (Basis of Bearings per Starlight Pines, Unit One, Map 5829, Records of Coconino County Recorder ("CCR"));

Thence: N 00°26'45" E, 979.68 feet to a point on the west line of said Section 32;

Thence: S 89°42'36" E, 5226.31 feet to a point on the east line of said Section 32;

Thence: S 00°33'43" E, 979.78 feet to the east 1/4 corner of said Section 32;

Thence: S 00°25'14" E, 2634.65 feet to the SE corner of said Section 32;

Thence: S 89°58'06" W, 2640.70 feet to the south 1/4 corner of said Section 32;

Thence: N 89°33'15" W, 2640.80 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM the following described parcel:

COMMENCING at the west one-quarter corner of said Section 32 as described above;

Thence: N 00°26'45" E, 49.92 feet along the west line of said Section 32 to the POINT OF BEGINNING;

Thence: Continue N 00°26'45" E, 938.76 to the SW corner of Blue Ridge Estates, Unit One, Case 7, Map 67, CCR;

Thence: S 89°42'36" E, 3505.34 feet along the south line of said Blue Ridge Estates Unit One and the south line Blue Ridge Estates Unit Two, Case 7, Map 87, CCR;

Thence: S 00°17'24" W, 200.00 feet;

Thence: S 89°42'36" E, 47.79 feet;



Thence: S 00°17'24" W, 268.70 feet;
Thence: S 89°42'36" E, 450.02 feet;
Thence: S 00°33'43" E, 286.48 feet;
Thence: S 58°33'53" W, 420.93 feet;
Thence: N 24°11'25" W, 268.19 feet;
Thence: S 61°45'44" W, 220.13 feet to a non-tangent PC of a curve to the right concave to the northeast, having a radius of 420.00 feet, a central angle of 07°34'19", and a radial bearing of N 68°59'48" E;
Thence: Along the arc of said curve 55.51 feet;
Thence: S 75°51'xx" W, 60.00 feet;
Thence: S 89°31'47" W, 177.85 feet;
Thence: S 00°33'43" E, 308.79 feet;
Thence: N 89°42'36" W, 124.42 feet;
Thence: S 00°17'24" W, 240.00 feet;
Thence: S 89°42'36" E, 84.84 feet;
Thence: S 00°33'43" E, 197.63 feet;
Thence: S 89°26'17" W, 280.00 feet;
Thence: N 00°33'43" W, 10.33 feet;
Thence: S 89°26'17" W, 230.00 feet;
Thence: S 00°33'43" E, 87.77 feet;
Thence: N 89°13'56" W, 136.76 feet;
Thence: S 11°07'35" W, 267.37 feet;
Thence: S 47°12'26" W, 334.71 feet;



Thence: N 45°11'57" W, 307.54 feet;
Thence: N 88°32'38" W, 374.37 feet;
Thence: N 13°50'17" E, 90.72 feet;
Thence: N 31°33'13" W, 469.30 feet;
Thence: S 14°09'52" W, 178.46 feet;
Thence: N 71°21'23" W, 273.66 feet;
Thence: N 89°35'52" W, 450.00 feet;
Thence: N 00°24'08" E, 549.15 feet;
Thence: N 89°42'36" W, 199.98 feet;
Thence: N 89°33'15" W, 60.00 feet;
Thence: N 00°26'45" E, 18.97 feet;
Thence: N 89°33'15" W, 290.00 feet to the POINT OF BEGINNING.





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Page: 1 of 1
SR

Tamarron Pines Homeowners Association

**Revision of Rule, CC&R's, Article III, Section 3.21
To be known as Revision Rule One of the CC&R's, Article III, Section 3.21
Authorized by Article IV, Section 4.2 "The Rule"**

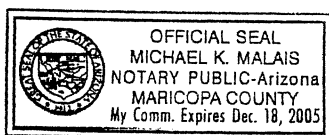
Article III, Section 3.21 currently reads: "**Cleaning and Damage Deposit.** A cleaning and damage deposit of Five Hundred Dollars (\$500.00) shall be required from each lot Owner at the time of plan approval by the Declarant or Architectural Committee to insure that construction of the Improvement is completed in a workmanlike manner. The deposit shall be deposited into a trust account for the benefit of the Association and is subject to be returned in full or in part upon the Declarant's or Architectural Committee's approval of the completion of Improvements."

Article III, Section 3.21 will be revised to read: "**Cleaning and Damage Deposit.** A cleaning and damage deposit of Two Thousand Dollars (\$2000.00) shall be required from each lot Owner at the time of plan approval by the Declarant or Architectural Committee to insure that construction of the Improvement is completed in a workmanlike manner. The deposit shall be deposited into a trust account for the benefit of the Association and is subject to be returned in full or in part upon the Declarant's or Architectural Committee's approval of the completion of Improvements."

This revision is to encourage lot owners to complete their construction (improvements) in a workmanlike, timely fashion in order to obtain Declarant or Architectural Committee approval and the return of their building deposit.

Signed: Ronald Kohner Date: 6-21-05

Title: Ronald Kohner
Declarant
Tamarron Pines Homeowners Association



THIS DOCUMENT WAS ACKNOWLEDGED BEFORE ME
THIS 26TH DAY OF JUNE, 2005, BY RONALD KOHNER,
IN HIS RESPECTIVE CAPACITY.

12/18/05

Tamarron Pines Homeowners Association

Supplement to CC&R's, Article III, Section 3.8 (The Plan)
To be known as Supplement Rule Two of the CC&R's, Article III, Section 3.8
Authorized by Article IV, Section 4.2 "The Rule"

Lot Clean-up

1. The Association (Declarant) does hereby require that all privately owned lots within Tamarron Pines Homeowners Association be cleaned of all dead wood, both on the ground and standing (with the exception of one dead standing tree per lot for bird nesting, for the control of bark beetles) by June 1, 2006. This would include dead wood used for ornamental purposes.
2. The Association (Declarant) does hereby require that all pine trees be trimmed up at a minimum of six (6) feet, and that small trees under the large trees, be removed from the lot in an effort to keep the ladder effect from igniting the larger trees. (Recommend this be done during the cold weather when the bark beetles are dormant.)
3. The Association (Declarant) does hereby require that all privately owned lots within Tamarron Pines Homeowners Association shall be cleaned of dead wood (as indicated above) prior to any resale of the lot.
4. The Association (Declarant) does hereby require that cabins/homes have pine needles raked and removed within a thirty (30) foot wide area around the building(s).

Enforcement: Article III, Section 3.8: In the event that the Board (Declarant) shall determine that an Owner has failed to comply with the Plan, the Board shall promptly give such Owner written notice of such determination and in the event the Owner shall not be in compliance within thirty (30) days after the date of said written notice, the Board (Declarant), acting on behalf of the Association may, but shall not be obligated to, without releasing owner from any obligation to comply with the Plan, enter upon the Owner's Lot and take any and all such action as the Association (Declarant) deems necessary and proper to have the Lot placed into compliance with the Plan, including without limitation, causing third parties to clear and maintain the Lot in compliance with the Plan. Owner shall pay to the Association upon demand an amount equal to all costs and expenses incurred by Association in connection with Association's foregoing actions, including without limitation, an administrative fee of fifteen percent (15%) of the amounts expended by the Association, together with interest on such amounts expended, computed from the date of the first expenditure by the Association until repaid in full, at a rate to be determined by the Board (Declarant). Any amounts owed the Association pursuant to this Section 3.8 shall be the personal obligation of such Owner and shall constitute a lien on such Owner's Lot, which lien may be enforced in the manner described in Section 9.3 of this Declaration. In addition, and not in lieu of the foregoing actions, the Board acting on behalf of the Association shall have standing and authority to request that a court of competent jurisdiction compel such Owner to comply with the Plan. The Association, and its officers, directors, agents, employees, and contractors shall have an easement on, over, across and through each Lot to permit it to carry out its rights under this Section 3.8

DATED this June 29th, 2005.

TAMARRON PINES HOMEOWNERS ASSOCIATION, an Arizona corporation.

By: Ronald Kohner
Name: Ronald Kohner
Title: Declarant

The foregoing instrument was acknowledged before me this 29th day of July, 2005, by Ronald Kohner, Declarant of TAMARRON PINES HOMEOWNERS ASSOCIATION, an Arizona corporation, on behalf of the corporation.

Notary Public, State of Arizona
My Commission Expires: 12/18/05

