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B-4368 P-168
Page: 1 of 17
RES 3980930

AMENDED AND RESTATED
DECLARATION OF RESTRICTIVE COVENANTS
FOR
HAISLEY HOMESTEAD



TABLE OF CONTENTS

ARTICLE 1
Use Restrictions 2
1.1 Residential Dwelling 2
1.2 Architectural Approval 2
1.3 Vehicle Storage and Parking 4
1.4 Temporary Structures 5
1.5 Animals 5
1.6 Nuisance 5
1.7 Antennas 5
1.8 Motorcycles, Mini-Bikes, etc. 6
1.9 Leasing of Lots
.6
10..10 No Timeshares 7
10.11 Residential Use 7

ARTICLE 2
Common Areas 8

ARTICLE 3
Enforcement 8

ARTICLE 4
The Association 8
4.1 The Association Membership 8
4.2 Purposes and Responsibilities of Association 9

ARTICLE 5
5.1 Assessments 9
5.2 Payment and Security 10
5.3 Association’s Right to Suspend Use of Facilities 10

ARTICLE 6
Maintenance 11
6.1 Association’s Right to Maintain 11
6.2 Definitions of Private Streets, Private Drives, and Driveways 11
6.3 Maintenance of Private Streets and Private Drives 11

ARTICLE 7
Easements 12

ARTICLE 8
Amendments 12



ARTICLE 9
Miscellaneous 12
 9.1 No Waiver 12
 9.2 Invalidity and Severability 12
 9.3 Attorneys Fees 12

AMENDED AND RESTATED
DECLARATION OF RESTRICTIVE COVENANTS
FOR
HAISLEY HOMESTEAD

Charles Cornell, (the "Declarant") recorded a Declaration of Restrictive Covenants on October 8, 1974, at Book Number 935, beginning on page 697, and amended by the following amendments: Amendment to the Declaration of Restrictive Covenants recorded on December 9, 1974, at Book 943, page 224; Second Amendment to the Declaration of Restrictive Covenants recorded on October 18, 1978 at Book 1174, beginning page 212; Third Amendment to the Declaration of Restrictive Covenants recorded on March 25, 1988 at Book 2028, page 253; Fourth Amendment to the Declaration of Restrictive Covenants recorded on August 9, 1993 at Book 2676, page 398; Fifth Amendment to the Declaration of Restrictive Covenants recorded on March 14, 1994 at Book 2794, page 287, official records of Yavapai County, Arizona, and governs the following property:

<u>Unit</u>	<u>Book of Maps and Plats</u>	<u>Page</u>
1	18	55
2	19	17
3	19	54
4	19	55
5	19	84
6	19	85
7	20	95
8	20	12
9	20	36
Condominium	20	39

WHEREAS, the Association, by and through its members, wishes to amend and restate the Declaration in its entirety as set forth herein;

NOW THEREFORE, the Association hereby declares that all of the properties described above 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 real property and be binding on all parties having any rights, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1
Use Restrictions

1.1 Residential Dwelling. All building lots, except the area designed on said map as Multi-Family Residence, shall be single family residential lots. Each Lot on the Property shall be known as, and limited to single family residential use. "Single Family" shall mean a group of one or more persons each related to the other by blood, marriage, or legal adoption, or a group of not more than four (4) adult persons not all so related who maintain a common household in a common household in a dwelling located on a Lot.

1.2 Architectural Approval. No building, fence, patio, deck, porch, or structure of any kind shall be erected, added to, have its exterior altered, be painted or repainted, or be placed or be permitted to remain on any lot unless plans and specifications for the same and the location there shall have been delivered to and approved in writing by the Architectural Review Committee before beginning any work.

1.2.1 Plans for landscaping new or existing units shall have been delivered to and approved in writing by the Architectural Review Committee before beginning any work.

1.2.2 All buildings and other structures and landscaping shall be designed and constructed to be compatible with the mountainous, wooded area of Haisley Homestead and exterior colors shall blend with the natural surroundings. The Board of Directors of the Association shall adopt guidelines and rules and regulations to implement the provisions of the Declaration, as amended (including the provisions of Paragraphs 1.2, 1.2.1, and 1.2.2), and to govern the operations of the ARC in carrying out its responsibilities under the Declaration.

1.2.3 No dwelling shall be erected or placed on any lot nearer than 25 feet from the front line, or nearer than 10 feet from any side lot line, or nearer than 15 feet from any rear lot line. However, in no event shall a dwelling be erected or placed nearer than 20 feet from the outer edge or curb of a Private Street; a private drive is not a Private Street; this requirement shall not apply to dwellings already in place at the effective date of the Third Amendment to Declaration of Restrictive Covenants, but shall apply to any additions to existing dwellings constructed after such effective date. For the purpose of this covenant, eaves, steps, stoops, patios, open porches, overhangs, trims, gutters, drains and chimneys shall not be considered as a part of a dwelling, provided, however, that this shall not be construed to permit any encroachment upon another lot. It being understood that the above set-back lines and all other use restrictions contained in this Declaration do not supersede zoning and other land use regulations adopted by governmental authorities which, to the extent they are more restrictive, must also be followed.

1.2.4 Plans must include all elevations of the dwelling, buildings or structures to be erected thereon with grades conforming to the site conditions.



1.2.5 Each single level dwelling shall have a minimum of 1100 square feet of living space, exclusive of porches, attached garages, and any area in the basement or within the foundation.

1.2.6 Each two story dwelling shall have a minimum of 900 square feet on the main living level. Each one and one-half story non-ranch style dwelling, Cape Cod type, shall have a minimum of 900 square feet in the 1st floor living area exclusive of any area in the basement or with the foundation.

1.2.7 Each split level or multi-level dwelling shall have a minimum of 1200 square feet of living area exclusive of any area in the basement or within the foundation.

1.2.8 All buildings and structures shall be constructed by a general building contractor and the construction must be pursued diligently. All buildings are to present a finished exterior appearance within nine months after commencement of construction and the landscaping must be substantially completed within twelve months from the commencement of construction.

1.2.9 Prior to the commencement of construction of a dwelling or significant modifications thereof, the general building contractor or owner/builder shall be required to deposit an amount to be determined from time to time by the Board of Directors, in a minimum amount of \$10,000.00 with the Haisley Homestead Property Owners' Association (the "Association"). Such deposit may be waived or reduced in individual cases, at the discretion of the Architectural Review Committee (the "ARC"), based upon a finding by the ARC that a bona fide construction contract exists between the lot owner and the unrelated general building contractor which prescribes adequate penalties for omissions and failures to complete work on schedule. Such deposit shall be returned to the general building contractor upon completion of construction, after deducting penalties for failure to comply with the provisions of the Declaration, as amended, and rules and regulations of the ARC and for damage to the property. The Board of Directors of the Association is authorized to adopt rules and regulations for the ARC, consistent with the Declaration, in order to assist the ARC in effectively carrying out its duties, including penalties for unapproved deviations from the approved plans and specifications, drawings and schedules affecting the exterior of the dwelling and landscaping, and/or failure to complete construction within the time required.

1.2.10 All single family dwellings must have an attached carport or attached garage and in addition, each single family residential lot must provide off-street parking for a minimum of two vehicles.

1.2.11 No trees on any lot, except diseased or dead trees, or trees, the removal of which is necessary in the construction of the dwelling, dwelling units, garage or garages shall be removed without written approval given by the ARC.

1.2.12 All driveways or turnarounds on each of said lots shall be paved with concrete or bituminous concrete. In the event a driveway or vehicular entrance shall be located or placed on both sides of a common boundary between two lots, the owner or owners of each affected lot shall have, and are hereby granted, a non-exclusive easement, to be used in common with the owner or owners of the applicable adjoining lot, to use the area of such driveway which is situated within the boundaries of the applicable adjoining lot, for purposes of ingress and egress to and from the carport or garage situated on such lot. No use shall be made of a common driveway so as unreasonably to interfere with the use and enjoyment of such driveway by the owner or owners of the applicable adjoining lot.

1.2.13 No storage buildings or any structures other than the main dwelling house, attached garage and carport, shall be erected on said single family residential lots.

1.2.14 No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers either below ground level or within a screened area. All equipment for the storage of such material shall be kept in a clean and sanitary condition.

1.2.15 Any exterior laundry drying areas shall be screened by trees, bushes, shrubbery or latticework so that the same is not visible from the adjoining lots or from the Private Streets and Private Drives. Unless written permission is given by the ARC such screening for said laundry area and for said trash, garbage or waste as set forth under Paragraph 1.2.14, above, shall be painted or stained so as to blend with the natural surroundings and the location, design and height of such screening shall require the approval of ARC.

1.2.16 Except as required by law or legal proceedings, no signs of any type shall be placed upon said premises except with the written approval of the ARC or as specified in the Rules and Regulations.

1.3 Vehicle Storage and Parking.

1.3.1 No camper or recreational vehicle heavier in weight than 6500 lbs, g.v.w. shall be parked on any dwelling lot.

1.3.2 Commercial vehicles and trucks (other than pick-up trucks without campers or oversize shells) shall be so parked as to be concealed from public view; however, such vehicles may be parked within public view for specific short-term purposes such as for dwelling or premises maintenance or construction, or for moving household goods. "Commercial Vehicle" shall be defined as any vehicle that meets any one or more of the following criteria: any type of signage, design or lettering for advertising, vehicle classed by manufacturer's rating exceeding one-ton, commercial utility racks located on the vehicle, or work equipment stored on the vehicle that is visible from outside of the vehicle.



1.3.3 Recreational vehicles, motor homes, trailers, boats, and pick-up trucks with campers or oversize shells shall be so parked as to be concealed from public view; however, such vehicles may be parked on the Private Streets, Private Drives and Driveways for up to 48 hours for the purpose of loading, unloading, or cleaning.

1.3.4 In general, street parking is discouraged. Each dwelling is required to provide enough parking for every resident vehicle at that dwelling. Overnight parking on the Private Streets and Private Drives for more than three consecutive nights is prohibited for vehicles of any type. Parking on the Private Streets and Private Drives is defined as having two or more wheels on the pavement. Additional parking restrictions may be specified in the Association rules.

1.3.5 No recreational vehicle, trailer, camper or motor home shall be used as living quarters while parked.

1.3.6 No repair maintenance work shall be performed on any motor vehicle, other commercial vehicles, recreational vehicles, boats, boat trailers, pick-up trucks, campers and motor homes or other piece of equipment while it is parked or located on any lot except that such work may be performed if it is parked or located inside a garage or inside a carport and suitably screened or concealed from public view.

1.4 Temporary Structures.

1.4.1 No structure of a temporary character, mobile home, trailer, camper, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

1.4.2 No tents or other types of temporary buildings or structures may be erected on any lot, excepting, however, such temporary buildings as may enable the contractor to complete the building during the period of construction. Paragraph 1.4.1 and this paragraph shall not be construed, however, to prevent the temporary use of a portion of the lot for children's tents or other facilities temporarily occupied for recreational purposes.

1.5 Animals. Animals cannot be kept or raised for commercial purposes. Generally recognized household or yard pet companions are not permitted to make unreasonable amount of noise or become a nuisance to neighbors. Also, no structure for containing or housing such animals may be visible from adjacent properties unless approved by the Board of Directors and ARC Committee. Pet owners shall respect the property of other Owners by controlling their pets and picking up after their pets everywhere. All animals are required to be on a leash not more than 6' when not on Owner's Lot.



1.6. Nuisance. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

1.7. Antennas. Unless governed by C.F.R. § 1.400 (Over-the-Air Reception Devices Rule), as amended, repealed, or recodified, no antenna or other device for the transmission or reception of television, internet or radio signals or any other form of electromagnetic radiation or any associated equipment shall be erected, used or maintained outdoors on any lot or parcel or common area, whether attached to a building or structure or otherwise, so as to be visible from neighboring property or the street, unless approved in writing by the Architectural Committee (or Board of Directors, as applicable). Any device governed by 47 C.F.R. § 1.400 (Over-the-Air Reception Devices Rule), as amended, repealed or recodified, shall comply with the applicable antenna installation rules of the Association and shall be mounted, to the extent reasonably possible, so as to not be visible from neighboring property or the street.

1.8. Motorcycles, Mini-Bikes, etc. Motorcycles, mini-bikes, trail bikes and other motor vehicles may not be ridden or driven on any of the private streets unless equipped with a muffler or other suitable device for the purpose of reducing noise of operation to an acceptable level as determined from time to time by the ARC. All operators of motor-cycles, mini-bikes, trail bikes and other motor vehicles must be appropriately licensed. All motorcycles, mini-bikes, trail bikes and other motor vehicles must be licensed vehicles.

1.9. Leasing of Lots. Any agreement for the lease of a Lot must be in writing and must be expressly subject to this Declaration, the Articles, the Bylaws, and any other documents governing the Association. The lease must contain a provision that any violation of the Declaration, the Articles of Incorporation, the Bylaws, or any other documents governing the Association shall be a default under the lease and is grounds for eviction. All leases shall be required to be in writing and shall be for a term of six (6) months or more. All leases must include a Crime Free Lease Addendum. No owner may lease less than his entire Lot. Owners shall submit a "rental registration form" to the Association for each new tenant and each new lease, in a form prepared for the Association by the Board of Directors. If an Owner fails to provide the required form to the Association in a timely manner as determined by the Board, the Association may impose reasonable monetary penalties as determined by the Board, and any other remedies available under the Declaration and Arizona law.

Any continuing violation, repeated violations (violation occurring three or more times), or violation of the Crime Free Lease Addendum shall be a default under the lease. The Owner shall remain liable for compliance with the Declaration, Articles, Bylaws, and any other documents governing the Association, and shall be responsible for any violations thereof by his tenant or his tenant's family and guests. All notices shall be sent to the Owner. Each Owner shall provide a copy of the Declaration, Articles, Bylaws, and any other documents governing the Association to each tenant of his Unit. By becoming a tenant, each tenant agrees to be bound by the Declaration, Articles, Bylaws, and any other documents governing the Association and

recognizes that any continuing violation, repeated violations, or violation of the Crime Free Lease Addendum is grounds for eviction from the Unit. If a tenant commits violations that are grounds for eviction, the Association may provide notice to the Owner of the tenant's violations, and require that the Owner evict the tenant for the violations. If the Owner fails to evict the tenant, the Association may impose reasonable monetary penalties against the Owner as determined by the Board, and may exercise any other remedies available under the Declaration and Arizona law.

1.10 No Timeshares. No Lot or Dwelling Unit constructed thereon may be used and/or occupied by any Person pursuant to any timesharing plan, fractional ownership interest plan, fractional private residence club plan, membership residential privilege plan, or any other similar type of plan (such prohibited plans shall be collectively referred to herein as a "Timesharing Plan"). For purposes of this Section, "Timesharing Plan" means the joint or common ownership, use and/or occupancy of a Lot or Dwelling Unit constructed thereon by three (3) or more Unrelated Persons during any 365 day period for the primary purpose of allocating periodic use or occupancy of such Dwelling Unit among Unrelated Persons or their lessees, sublessees, assignees, or permittees on an ongoing basis over time pursuant to a timesharing plan, fractional ownership interest plan, membership plan, or similar arrangement, regardless of whether such arrangement constitutes a timesharing plan or timeshare interests under Arizona law or under the laws of any other particular state. Any type of joint use or occupancy plan that allows the use and/or occupancy of the Lot on an ongoing basis over time by three (3) or more Unrelated Persons during any 365 day period, whether or not the Lot is only owned by one Person, and whether or not currency or other form of compensation, trade, or barter is provided in exchange for the use of the Lot, is prohibited. For purposes of this Section, "Unrelated Persons" means purchasers or holders of such rights of use or occupancy, whether by owning a fee title interest, or by holding some other right or interest, or some other right of occupancy, whether or not any interest in the Lot is connected to said right, directly or indirectly, individually or through a corporation, partnership, limited liability company, trust or other entity, who are not related by blood, adoption or marriage. In calculating three (3) or more Unrelated Persons, a husband and wife and their children (including the children of either spouse), or a family trust or any other entity comprised exclusively of the same people, shall collectively constitute only one Unrelated Person.

1.11 Residential Use. The premises are hereby restricted to residential dwellings for residential use. No trade or business may be conducted on any Lot, except that an Owner or other resident of a Lot may conduct business activity upon the Lot so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from the outside of the Lot; (ii) the business activity conforms to all applicable zoning ordinances or requirements for the Properties; (iii) the business activity does not involve persons coming onto the Lot or the door-to-door solicitation of Owners or other residents in the Properties; and (iv) the business activity is consistent with residential character of the Properties and does not constitute a nuisance or a hazardous or offensive use and threaten security or safety of other residents in the Property, as may be determined from time to time in the sole discretion of the Board.



Furthermore, no advertising or directional signs may be placed upon the Lot or any portion of the Common Areas regarding the business activity. The terms "business" and "trade" as used in this section shall be construed to have ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether: (a) such activity is engaged in full or part time; (b) such activity is intended or does generate a profit; or (c) a license is required for such activity. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any portion of the premises at any time as a residence, either temporarily or permanently.

ARTICLE 2
Common Areas

2.1 As nearly as possible, consistent with the uses specified on the plats, each of the Common Areas shall be left and preserved in its natural state.

2.2 The uses of each of the Common Areas shall be in accordance with general policies adopted by the members of the association as such general policies are implemented by actions taken by the Board of Directors thereof. All usage of the Common Areas shall be in compliance with all applicable provisions of the Rules and Regulations of said Association.

2.3 The right to use and enjoy the Common Areas and the private streets, including but without limitation, the right of ingress and egress, is granted to the members of the Association, subject to the terms and conditions of this Declaration, the By-Laws of the Association, and such Rules and Regulations of common application to all members of the Association and to all lots and condominium dwelling units as the Association or its Board of Directors may adopt, and as any of the same may hereafter be amended.

ARTICLE 3
Enforcement

3.1 The Board of Directors of the Association or any Owner may institute and prosecute any proceedings at law or in equity for the enforcement of these restrictions against any person or persons violating or threatening to violate such restrictions, including the right to enjoin any breach of such restrictions irrespective of any showing of irreparable damage, and to recover any damages suffered by them from any violation thereof. The Association shall be entitled to recover its attorneys' fees and costs thereby incurred pursuant to Paragraph 9.3.

3.2 The provisions of Paragraphs 1.2.3, 1.2.5, 1.2.6, 1.2.7, 1.2.10, and 1.2.13 of this Declaration shall not be applicable to the area designated on said plat as Multi-Family Residence. The area so designated Multi-Family Residence may be developed and used for a Multi-Family Residence or residence, including one or more horizontal property regimes (condominiums).



ARTICLE 4
The Association

4.1 The Association Membership. In order to promote and maintain efficiency and cooperation for the full enjoyment of Haisley Homestead by the Owners, Haisley Homestead is hereby declared to be subject to the powers of Haisley Homestead Property Owners Association, an Arizona non-profit corporation ("Association") as provided herein or in the Articles of Incorporation of the Association, as amended. There shall be one membership for each lot and one membership for each dwelling unit in the multi-family residence area regardless of the number of persons who may own an interest in the lot or dwelling unit.

The following described Owners shall be the members of the Association: (1) The buyer as to each lot or dwelling unit under a recorded Agreement of sale so long as the buyer's interest has not been forfeited or foreclosed; (ii) The beneficial Owner as to each lot or dwelling unit to which the recorded title is held by a trustee' (iii) In all other cases, the record holder of legal title. Each such Owner shall automatically become a member of the Association upon becoming an owner and shall remain a member until such time as his ownership ceases.

4.2 Purposes and Responsibilities of Association. The Association shall (1) maintain, operate and otherwise manage the Common Areas and all facilities and improvement from time to time situated or located therein or thereon; (2) maintain and repair the Private Streets and Private Drives, lighting facilities (if any) and all other improvements within the Common Areas; (3) purchase and maintain policies of public liability and hazard insurance with respect to all parts of the common property, excepting the lots or units; (4) pay all ad valorem real property taxes and all special improvements or other assessments levied and assessed against all parts of the common property, excepting the lots or units. The Association shall have the right to contract with one or more third parties for the operation of any such facilities or improvements, or for the furnishing of any such services, provided the Association may legally do so.

ARTICLE 5
Assessments

5.1 Assessments. Each member of the Association shall pay to the Association a sum equal to his pro-rata share of the aggregate of the following:

- (a) The actual or estimated cost of all repair, replacement, maintenance and clearing of the Private Streets and Private Drives;
- (b) The actual or estimated cost of operating and maintaining the Common Areas including, but without limitation, the cost of repairing and replacing equipment and facilities and the cost of maintaining riding and hiking trails;



- (c) The actual or estimated cost of public liability insurance, hazard insurance and fidelity bonds carried by the Association;
- (d) The actual or estimated cost of general administration services and any other overhead of the Association.
- (e) The actual or estimated amounts required to pay and discharge all other items of expenses which are incident to the ownership of the Common Areas and the private streets, including, but without limitation, real estate taxes and assessments;
- (f) Such sums as the Board of Directors shall determine to be reasonable and prudent for the establishment and maintenance of reserves for repair, maintenance and replacement of the improvements, equipment and facilities located on or within the Private Streets and Private Drives and the Common Areas, and to meet any of the costs referred to in (a) - (f), inclusive of this paragraph.

Each member's pro rata share thereof shall be determined by multiplying the aggregate thereof by a fraction, the numerator of which shall be one, and the denominator of which shall be the sum of the total number of single family residential lots and total number of multi-family dwelling units. Each member's pro rata share shall be the same whether or not a dwelling has been constructed upon the lot, and whether or not the lot owner or unit owner is receiving any of the services for which the assessment is levied.

Each Owner's pro rata share of the aforementioned costs shall be determined from time to time by the Board of Directors of the Association which, in determining each member's pro rata share, shall follow budgetary procedures provided in the By-Laws.

5.2 Payment and Security. Invoices or notices of the amounts payable to the Association by the Owners shall be submitted by the Association monthly or at such other regular intervals as may be fixed by the Board of Directors. Amounts owed shall be delinquent if not paid within 20 days immediately following the date such invoice or notice is deposited in the United States mail, addressed to a member at his address as shown on the records of the Association or within 20 days following the due date established by the Board, whether or not such invoice is sent, and if the Board of Directors so determines, shall bear interest from and after such delinquency date at such rate of interest as the Board of Directors may from time to time establish for uniform application to all members. Assessments provided for in this paragraph shall be secured by a continuing lien on the member's lot or unit. If any such invoice is not paid prior to delinquency and continues unpaid, the Association shall have the right to foreclose such lien in the manner prescribed by Arizona law for the foreclosure of a realty mortgage. A member subject to collection or lien foreclosure proceedings hereunder shall be liable for all court costs and reasonable attorney's fees incurred by the Association in connection



with such delinquent assessment or foreclosure proceeding, as set forth in Paragraph 9.3 below. Furthermore, said amounts shall be secured by the lien against the lot and collectible in the same manner as assessments.

5.3 Association's Right to Suspend Use of Facilities. In the event any Owner fails to pay any invoice or amount owed to the Association prior to delinquency, the Association may deny to that Owner, or occupants of such lot or unit, their guests and invitees, the right to make use of all recreational facilities situated on the Common Areas, for so long as such delinquency shall continue. Suspension of the right to use the recreational facilities situated on the Common Areas shall not affect or diminish the obligation of the Owner to continue to pay his pro rata share of the assessments levied by the Association after the suspension.

ARTICLE 6 Maintenance

6.1 Association's Right to Maintain. If the owner or owners of any lot, including the area designated on plat as "Multi-Family Residence" should fail to maintain the lot and the improvements situated thereon in a manner satisfactory to the Board of Directors, then, and in such events, the Association, through its agents and employees and independent contractors engaged by it, shall have the right to enter upon such lot and to repair, maintain, rehabilitate and restore the premises and the exterior of the improvements situated thereon, and the cost thereof shall be charged against the owner or owners of the lot by invoice which shall be due and payable on demand, and secured by the same lien as is provided for herein in Paragraph 5.2 and such lien may be foreclosed in the manner provided in Paragraph 5.2.

6.2 Definitions of Private Streets, Private Drives, and Driveways. The following terms when used in this Declaration, shall have the meanings indicated:

- (a) "Private Streets" means the roads which are 50 feet in total width within Haisley Homestead, and which are designated as named streets in the official plats of record for each unit of Haisley Homestead in the office of the County Recorder of Yavapai County, Arizona.
- (b) "Private Drives" means all ingress-egress roads within Haisley Homestead which are not named but which have been designated by the Board of Directors of the Association as Private Drives and assigned a number (e.g. Private Drive 19).
- (c) "Driveways" means the connection between the Private Streets or Private Drives and the Owner's garage or carport.

6.3 Maintenance of Private Streets and Private Drives. The Association shall maintain and repair all Private Streets and Private Drives to the extent deemed necessary and appropriate by the Board of Directors.

ARTICLE 7
Easements

7.1 There exists an easement and right of way within the area of each of the Private Streets and within the areas of the public utility easements shown on the plats, for the installation and maintenance of utilities, including electricity, telephone, water, gas, cable television, drainage facilities, sanitary sewer, or other utility lines under the surface of said Private Streets and easements, for any lawful purpose whatsoever, except, as necessary, transformers, pumps and other items of equipment required in connection with the operation of any such facilities or lines may be placed upon surface of said Private Streets and easements or upon the surface or any of the Common Areas.

ARTICLE 8
Amendments

8.1 These restrictions may be amended at any time by the written approval, or the affirmative vote, or any combination thereof, of the Owners of not less than two-thirds of the Lots. Upon receiving the approval of the required percentage of Owners, the President of the Association shall record a certificate of amendment with the Yavapai County Recorder's office, certifying that the amendments were properly adopted by the Owners. In addition, the Board shall have the right to amend the Declaration, without the approval of the Owners, solely for the purpose of complying with changes in the law.

ARTICLE 9
Miscellaneous

9.1 No Waiver. The waiver of, or failure to enforce any breach or violation of any provision contained in this Declaration shall not be deemed to be a waiver or abandonment of such provisions, or a waiver of the right to enforce any subsequent breach or violation of such provisions.

9.2 Invalidity and Severability. Invalidity of any one or more of these covenants, conditions and restrictions or any portion thereof by judgment or court order shall in no way affect the validity of any of the other provisions and the same shall remain in full force and effect.

9.3 Attorneys Fees. In the event the Board of Directors of the Association employs an attorney or attorneys for collection of any assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration,



Articles of Incorporation, Bylaws, or any Rules and Regulations of the Association, whether or not a lawsuit is filed, each Owner agrees to pay reasonable attorneys' fees and costs thereby incurred, and all other expenses incurred by the Association, in addition to any other amounts due from the Owner or any other relief or remedy obtained against said Owner. Said amounts shall be considered an assessment against the Owner's Lot, subject to an assessment lien, and collectible in the same manner as assessments. In the event of a default in payment of any such assessment when due, in which case the assessment shall be deemed delinquent, and in addition to any other remedies herein or by law provided, the Board may enforce each such obligation in a manner provided by law or in equity, or without limitation of the foregoing, by either or both of the following procedures (and the exercise by the Association of one or more of the remedies set forth below shall not prevent the Association from exercising any other remedy available):

- (a) The Board may bring a suit at law against each Owner to enforce such assessment obligation. Each Owner agrees that any judgement rendered in any such action shall include all attorneys' fees and costs incurred by the Association, as set forth above, plus all court costs and necessary expenses and accounting fees incurred by the Association, plus interest on the amount of said assessment at the maximum legal rate allowed by law from the date the assessment becomes delinquent and paid in full.
- (b) The Board may foreclose the assessment lien against the Lot in accordance with the then prevailing Arizona law relating to foreclosure of realty mortgages (including the right to recover any deficiency), and the Lot may be redeemed after the foreclosure sale as provided by law. Each Owner agrees that any judgment rendered in any such action shall include all attorneys' fees, interest and all other costs and expenses to the extent permitted by law, and such costs and expenses shall be added to the lien.

9.4 The covenants, conditions, and restrictions contained herein shall run with the land and be binding on all persons purchasing or occupying any Lot within the Property after the date on which is this instrument is recorded, whether express reference is made to this document or not.

The President of the Association hereby certifies that the provisions contained within this Amended and Restated Declaration have been approved by the required percentage of owners.

DATED this 21 day of Feb, 2005.

HAISLEY HOMESTEAD PROPERTY
OWNERS ASSOCIATION

By: Craig A. Harting
Its: President

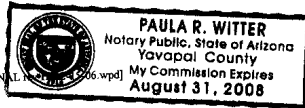


STATE OF ARIZONA)
) ss:
County of Yavapai)

On this 21st day of February, 2008, before me the undersigned Notary Public,
personally appeared Craig Martins, who acknowledged to me that s/he is the President
of the Association and that s/he executed the foregoing document on behalf of the Association
for the purposes expressed therein.

Paula R. Witter
Notary Public

My Commission Expires:
August 31, 2008



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