

07/21



Recorded at the request of:
James D. Atkinson

When recorded mail to:
James D. Atkinson
Carpenter Hazlewood Delgado & Bolen, P.L.C.
1550 Plaza West Drive
Prescott, AZ 86303

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
TENNEY HOMESTEAD now known as TENNEY RANCH**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TENNEY HOMESTEAD now known as TENNEY RANCH (the "Amended and Restated Declaration") is made effective as of the date of its recording in the Official Records of the Yavapai County Recorder's Office.

RECITALS:

WHEREAS, Tenney Homestead, L.L.C. ("Tenney") is named as the "Declarant" and the "Developer" under that certain Declaration of Covenants, Conditions and Restrictions for Tenney Homestead dated January 24, 2011 (the "Declaration") recorded February 1, 2011 in Book 4792 at Page 148 of the Official Records of the Yavapai County Recorder's Office relating to that certain Real Property located in the County of Yavapai, within the development know as The Tenney Homestead Phase I as shown on the Final Plat of The Tenney Homestead Phase I recorded in Book 63 of Maps at Page 60 of the Official Records of the Yavapai County Recorder's Office (the "Phase I Lots") and a parcel of additional real property designated as Tenney Homestead Phase II (the "Phase II Parcel"), and

WHEREAS, Tenney has sold Lot 1 and Lot 2 of the Phase 1 Lots to certain individuals, and has sold the remainder of the Phase I Lots and all of the Phase II Parcel to Senator Highway Development, LLC ("Senator"), and

WHEREAS, pursuant to that certain Assignment of Declarant's Rights and Developer's Rights dated April 30, 2014 and recorded in the Official Records of the Yavapai County Recorder's Office May 2, 2014 at Reception Number 2014-0019878A, Tenney assigned to Senator, and Senator assumed and accepted from Tenney, all rights, reservations, interests, exemptions, privileges and powers of "Declarant" under the Declaration (the "Declarant Rights") and all rights, reservations, interests, exemptions, privileges and powers of "Developer" under the Declaration (the "Developer Rights"), and

WHEREAS, Senator has replatted certain of the Phase I Lots and the Phase II Parcel as

set forth on the Final Plat of Tenney Ranch recorded in Book ~~4~~ of Maps at Page ___ of the Official Records of the Yavapai County Recorder's Office (together with the other Phase I Lots, the "Subdivision"), and 2014-0042293

WHEREAS, pursuant to Section 3 of the General Provisions of the Declaration, the Declarant, at any time prior to the sale of one hundred percent (100%) of the Lots in the Subdivision, may amend the Declaration, and

WHEREAS, Senator is the owner of thirty (30) of the thirty-two (32) Lots in the Subdivision, and

WHEREAS, by executing this Amended and Restated Declaration, Senator intends to amend and restate the Declaration as hereinafter set forth.

NOW THEREFORE, the Declaration is hereby amended and restated to provide as follows:

ARTICLE 1

DEFINITIONS

1.1 "**Architectural Committee**" means the architectural committee of the Association to be created pursuant to Section 3.1 of this Declaration.

1.2 "**Architectural Committee Rules**" means the rules and guidelines adopted by the Architectural Committee pursuant to Section 3.1 of this Declaration, as they may from time to time be amended or supplemented.

1.3 "**Builder**" means any Person who purchases one or more Lots for the purpose of constructing Improvements for later sale to consumers or for further development and/or resale in the ordinary course of the Person's business.

1.4 "**Declarant**" means Senator Highway Development, LLC, an Arizona limited liability company, its successors and assigns.

1.5 "**Declaration**" means this Amended and Restated Declaration of Covenants, Conditions and Restrictions, as it may be amended from time to time.

1.6 "**Developer**" means Senator Highway Development, LLC, its successors or assigns, if such successors or assigns acquire more than one undeveloped Lot for the purpose of development.

1.7 "**Exterior Alteration**" means any construction, installation, addition, alteration, repair, change, change of color, landscaping, removal, excavation, or demolition of a lot or an existing or a new Improvement and any other work or action that alters the exterior appearance of a Lot or the Improvements located thereon.

1.8 **"Improvement"** means any building, fence, wall or other structure or any swimming pool, tennis court, road, driveway, parking area or any trees, plants, shrubs, grass or other landscaping improvements of every type and kind.

1.9 **"Lessee"** means a third-party lessee, sublessee, tenant or subtenant under a lease, oral or written, of any Lot. As used herein a "third party" is any Person who is not an Owner.

1.10 **"Lot"** means each parcel of real property designated as a lot on the Plats and, where the context indicates or requires, shall include any Residential Unit, building, structure or other Improvements situated on the Lot.

1.11 **"Owner"** means the record owner, whether one or more Persons, of legal, beneficial or equitable title to the fee simple interest of a Lot. "Owner" shall not include (i) Persons having an interest in a Lot merely as security for the performance of an obligation, or (ii) a Lessee. In the case of Lots, the fee simple title to which is vested in a trustee pursuant to Arizona Revised Statutes, Section 33-801, *et seq.*, the Trustor shall be deemed to be the "Owner." "Owner" shall also include a purchaser under a contract for the conveyance of real property subject to the provisions of AR.S. Section 33-741, *et seq.* "Owner" shall not include purchasers under purchase contracts and receipts, escrow instructions or similar executory contracts that are intended to control the rights and obligations of the parties to such executory contracts pending the closing of a sale or purchase transaction.

1.12 **"Person"** means a natural person, corporation, business trust, estate, trust, living trust, partnership, association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity.

1.13 **"Plat"** means (i) the Final Plat of The Tenney Homestead Phase I recorded in Book 63 of Maps at Page 60 of the Official Records of the Yavapai County Recorder's Office (the "Homestead Phase I Plat") and (ii) the Final Plat of Tenney Ranch recorded in Book ~~2~~ of Maps, Page ____ of the Official Records of Yavapai County Recorder's Office (the "Ranch Plat"), and all amendments, supplements and corrections thereto. The Homestead Phase I Plat and the Ranch Plat are hereinafter sometimes referred to as the "Plats".

1.14 **"Property" or "Project" or "Subdivision"** means the real property described on the Plats as Lots 1 through 32, inclusive, together with all Improvements located thereon.

1.15 **"Project Documents" or "Governing Documents"** means this Declaration, the Architectural Committee Rules and any construction rules.

1.16 **"Purchaser"** means any Person who by means of a voluntary transfer becomes the Owner of a Lot.

1.17 **"Recording"** means placing an instrument of public record in the office of the County Recorder of Yavapai County, Arizona, and **"Recorded"** means having been so placed of public record.

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1.18 **“Resident”** means each individual occupying or residing in any Residential Unit.

1.19 **“Residential Unit”** means any building, or portion of a building, situated upon a Lot and designed and intended for independent ownership and for use and occupancy as a residence.

1.20 **“Single Family”** means 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, who maintain a common household in a Residential Unit.

1.21 **“Visible From Neighboring Property”** means, with respect to any given object, that the object is or would be visible to a person six feet tall, standing at ground level on any part of the neighboring property.

ARTICLE 2 PLAN OF DEVELOPMENT

2.1 **Property Subject to the Declaration.** This Declaration is being recorded to establish a general plan for the development and use of the Project and in order to protect and enhance the value and desirability of the Project. All of the Property within the Project shall be held, sold and conveyed subject to this Declaration. By acceptance of a deed or by acquiring any interest in any of the Property subject to this Declaration, each Person or entity, for himself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns to all of the provisions, obligations, limitations, restrictions, covenants, conditions, rules, and regulations now or hereafter imposed by this Declaration and any amendments thereto. In addition, each such Person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the development and use of the Property and hereby evidences his or its intent that all the provisions, obligations, limitations, restrictions, covenants, conditions, rules, and regulations contained in this Declaration shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees, lessees and transferees thereof. Furthermore, each such Person fully understands and acknowledges that this Declaration shall be mutually beneficial, restrictive and enforceable by all Owners and the Architectural Committee. The Declarant, its successors, assigns and grantees, covenants and agrees that the Lots and the rights created by this Declaration shall not be separated or separately conveyed, and each shall be deemed to be conveyed or encumbered with its respective Lot even though the description in the instrument of conveyance or encumbrance may refer only to the Lot.

2.2 **Disclaimer of Representations.** The Declarant makes no representations or warranties whatsoever that (i) the Project will be completed in accordance with the plans of the Project as they exist on the day this Declaration is recorded; (ii) any property subject to this Declaration will be committed to or developed for any use; or (iii) the use of any Property subject to this Declaration will not be changed in the future. No express or implied easements exist for views from any of the Lots. The Declarant makes no representation or warranty whatsoever, express or implied, concerning the view that any Lot will have as of the date this

Declaration is recorded or thereafter.

ARTICLE 3 ARCHITECTURAL CONTROL

3.1 **Architectural Committee.** There shall be an Architectural Committee to perform the functions of the Architectural Committee set forth in this Declaration. The Architectural Committee shall consist of three (3) regular members. So long as the Declarant owns any Lot, the Declarant shall have the sole right to appoint and remove the members of the Architectural Committee. At such time as the Declarant no longer owns any Lot or voluntarily surrenders its right to appoint and remove the members of the Architectural Committee, the members of the Architectural Committee shall be elected by the Lot Owners. The members of the Architectural Committee need not be architects, owners or occupants of the Project, and do not need to possess any special qualifications. Architectural Committee members shall serve until their successors are appointed or elected. The Architectural Committee shall promulgate architectural guidelines and standards to be used in rendering its decisions (the "Architectural Committee Rules"). The decision of the Architectural Committee shall be final on all matters submitted to it pursuant to this Declaration. The Architectural Committee shall meet at such times and places as the members of the Architectural Committee determine is appropriate. A quorum for such meetings shall consist of a majority of the members of the Architectural Committee, and the affirmative vote of a majority of the members of the Architectural Committee shall be necessary for any decision of the Architectural Committee. The Architectural Committee shall keep and maintain a record of all actions taken at its meetings.

3.2 **Architectural Control.** In addition to any requirements imposed by Yavapai County or the City of Prescott:

3.2.1 All Exterior Alterations, including, without limitation, all new construction of a Residential Unit or other Improvements on Lots shall be of new construction, and no building or other structures shall be moved from other locations onto any Lot.

3.2.2 No excavation or grading work shall be performed on any Lot without the prior written approval of the Architectural Committee.

3.2.3 No Exterior Alterations, including, without limitation, new construction of a Residential Unit or other Improvements, shall be constructed or installed on any Lot without the prior written approval of the Architectural Committee.

3.2.4 No Exterior Alterations, including, without limitation, new construction of a Residential Unit or other Improvements, shall be made or done without the prior written approval of the Architectural Committee.

3.2.5 Any Owner desiring approval of the Architectural Committee for any Exterior Alteration, including, without limitation, for new construction of a Residential Unit or other Improvement on a Lot, shall submit to the Architectural Committee a written request for approval specifying in detail the nature and extent of the Exterior Alteration that the Owner

desires to make or perform. Any Owner requesting the approval of the Architectural Committee shall also submit to the Architectural Committee any additional information, plans and specifications which the Architectural Committee may request. In the event that the Architectural Committee fails to approve or disapprove, in writing, an application for approval within forty-five (45) days after receipt of the application and any supporting information, plans and specifications requested by the Architectural Committee (the application shall not be deemed received until all supporting information, plans and specifications have been received), approval will not be required and this Section will be deemed to have been complied with by the Owner who requested approval of such plans; provided, that such deemed approval shall not permit the applicant to make any Exterior Alteration that would be a violation of this Declaration.

3.2.6 The plans and specifications shall show the nature, size, height, shape and design of the proposed Exterior Alteration, including, without limitation, for new construction of a Residential Unit or other Improvement on a Lot, or structural details, identity, type and quality of proposed materials, finishes, exterior colors, site location, grades, and dwelling elevations, as well as any other matters required by this Declaration or by the Architectural Committee Rules described in Section 3.1, and shall include a site plan of the building site proposed to be improved. Site plans shall show: (i) locations of all trees over three inches in trunk diameter one foot from the ground; (ii) trees to be removed to permit construction; (iii) locations of all easements; (iv) dimensions and bearings of the boundaries of the unit; (v) existing grades and grade changes; (vi) structure location within building envelope; and (vii) driveways and parking areas. A landscape design must be submitted with the building blueprints for approval. No Exterior Alteration shall be commenced, erected or maintained within the Project except in compliance with this Declaration and with the approved plans and specifications for such Exterior Alteration. The Architectural Committee shall have full authority over the following matters: (i) Exterior Alteration location as it relates to topography; (ii) removal of trees; (iii) design of, materials used in, and the construction of, the Exterior Alteration; and (iv) all restrictions set forth in this Declaration.

3.2.7 The Architectural Committee shall promulgate written architectural standards and procedures to be followed by Owners in preparing and submitting plans and specifications and which will be used by the Architectural Committee in reviewing plans and specifications for proposed Exterior Alteration, in rendering its decisions and otherwise performing its functions under this Declaration. The architectural standards and procedures shall constitute Architectural Committee Rules and shall not be inconsistent with the terms of this Declaration and if there are any inconsistencies, the provisions of this Declaration shall control.

3.2.8 The approval by the Architectural Committee of any Exterior Alteration pursuant to this Section shall not be deemed a waiver of the Architectural Committee's right to withhold approval of any similar Exterior Alteration subsequently submitted for approval.

3.2.9 Upon receipt of approval from the Architectural Committee for any Exterior Alteration, the Owner who requested such approval shall proceed to perform, construct or make the Exterior Alteration approved by the Architectural Committee as soon as practicable and shall diligently pursue such work so that it is completed within twelve (12) months of the date of the commencement of the Exterior Alteration. In the event the work on the Exterior

Alteration is not commenced within twelve (12) months of the date of the approval from Architectural Committee, such approval shall be deemed void. Landscaping approved by the Architectural Committee as to new Residential Units must be completed within forty-five (45) days after of the date of the completion of the Residential Unit.

3.2.10 Any change, deletion or addition to the plans and specifications approved by the Architectural Committee, including plans deemed approved as a result of the Architectural Committee's failure to act, must be submitted to and approved in writing by the Architectural Committee. Failure to submit changes, deletions or additions to previously approved plans shall void the original approval.

3.2.11 The Architectural Committee shall have the right to charge a fee for reviewing requests for approval of any Exterior Alteration pursuant to this Section, which fee shall be payable at the time the application for approval is submitted to the Architectural Committee.

3.2.12 The provisions of the Section do not apply to, and approval of the Architectural Committee shall not be required for, the construction, erection, installation, addition, alteration, repair, change or replacement of any Exterior Alterations made by, or on behalf of, the Declarant.

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

3.2.14 The Architectural Committee Rules may include approval requirements and criteria that, unless specifically preempted, are more restrictive than those established by any federal, state or local law, statute, ordinance, rule or regulation.

3.2.15 The Architectural Committee may require that an Owner, before commencing construction of any Exterior Alterations approved by the Architectural Committee, pay to the Association a deposit in an amount determined by the Architectural Committee to be used by the Association to remove any construction debris from a Lot and to pay any fines imposed due to the violation by the Owner or its Builder of the provisions of this Declaration. The Architectural Committee shall also have the right to determine which portion, if any, of the deposit will be nonrefundable. Any portion of the deposit that is refundable shall be refunded to the Owner by the Association upon the completion of construction of the Exterior Alterations.

3.2.16 Neither the Declarant, any member of the Architectural Committee, or any agent, employee or other party providing architectural consulting services to the Architectural Committee shall be liable in damages to anyone submitting plans to it for approval or to any Owner or other Person by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any plans submitted to the Architectural Committee, and each Owner or other Person submitting plans agrees, by submission of such plans and specifications, that he will not bring any action or suit against the Declarant or the members of the Architectural Committee, or their agents or employees, or

parties providing architectural consulting services to the Architectural Committee, to recover damages as above described, including, without limitation, to recover damages arising out of or in connection with flooding, natural disaster or soil conditions. Approval by the Architectural Committee shall not be deemed to be a representation or warranty that the Owner's plans and specifications or the actual construction of improvements are free from defects (design, construction or otherwise) or are free from hazards, such as flooding, natural disaster or adverse soil conditions or comply with applicable governmental ordinances or regulations, including, but not limited to, rezoning ordinances and local building codes. It shall be the sole responsibility of the Owner or other Person submitting plans to the Architectural Committee or performing any construction, to comply with all such ordinances, regulations and codes. Each Owner understands that due to the location and condition of the Owner's Lot there may be certain inherent risks including, but not limited to, those related to flooding, soil conditions or natural disaster and agrees for himself, his family, guests and invitees (the "Releasing Parties") to release the Declarant and the members of the Architectural Committee, and their respective agents, employees and parties providing architectural consulting services to the Architectural Committee from any and all liability arising from any damage or injury to the person or property of the Releasing Parties rising out of or in connection with such hazards.

3.2.17 All members of the Architectural Committee shall be entitled to reimbursement (by the applicable Owners) for reasonable expenses incurred by them in connection with the performance of any Architectural Committee function or duty. Professional consultants retained by the Architectural Committee shall be paid such compensation as the Architectural Committee determines. The Architectural Committee may delegate its plan review responsibilities, except final plan approval, to one or more of its members or to architectural consultants which it retains.

ARTICLE IV USE RESTRICTIONS

4.1 **Temporary Occupancy and Temporary Buildings.** No trailer, incomplete building, tent, shack, garage, or temporary buildings or structures of any kind, shall be used at any time for a residence. Temporary buildings, trailers or other structures used during the construction of Exterior Alterations approved by the Architectural Committee, interior remodeling, re-roofing or other work shall be removed immediately after the completion of construction, and in no event shall any such buildings, trailer or other structures be maintained or kept on any property for a period in excess of one month without the prior written approval of the Architectural Committee.

4.2 **Nuisances.** No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot or other property, and no odors or loud noises shall be permitted to arise or emit therefrom, so as to render any such property or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to the occupants of such other property. Garbage and waste must be kept in sanitary containers. Any playground equipment must not be Visible From Neighboring Property. No spotlights, flood lights or other high density lighting shall be placed or utilized upon any Lot in a manner that will allow light to be directed or reflected unreasonably upon any other Lot. No

exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any Lot. The Architectural Committee in its sole discretion shall have the right to determine the existence of any nuisance.

4.3 Diseases and Insects. No Person shall permit any thing or condition to exist upon any Lot or other property which shall induce, breed or harbor infectious plant diseases or noxious insects.

4.4 Care of Lots; Repair of Building. No Residential Unit, building or structure on any Lot or other property shall be permitted to fall into disrepair and each such Residential Unit, building and structure shall, at all times, be kept in good condition and repair and adequately painted or otherwise' finished. In the event that any Residential Unit, building or structure is damaged or destroyed, then, subject to the approvals required by Section 3.1 of this Declaration, such Residential Unit, building or structure shall be immediately repaired or rebuilt or shall be demolished. All Lots in the Subdivision shall at all times be kept free of rubbish and litter. The Lots with a Residential Unit constructed thereon shall be at all times kept in a neat and clean condition and shall be cultivated and planted to any extent sufficient to maintain an appearance not out of keeping with that of typical improved Lots in the Subdivision.

4.5 Mineral Exploration. No Lot or other property shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, earth or any earth substance of any kind.

4.6 Utility Service. No lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television, and radio signals, shall be erected, placed or maintained anywhere in or upon any Lot or other property unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under or on buildings or other structures approved by the Architectural Committee. No provision of this Declaration shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or structures approved by the Architectural Committee.

4.7 Overhead Encroachments. No tree, shrub, or planting of any kind on any Lot or other property shall be allowed to overhang or otherwise to encroach upon any sidewalk, street, pedestrian way or other area from ground level to a height of eight (8) feet without the prior approval of the Architectural Committee.

4.8 Residential Use. All Residential Units shall be used, improved and devoted exclusively to residential use by a Single Family. No trade or business may be conducted on any Lot or in or from any Residential Unit, except that an Owner or other Resident of a Residential Unit may conduct a business activity within a Residential Unit so long as (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Residential Unit, (ii) the business activity conforms to all applicable zoning ordinances of the City of Prescott and (iii) the business activity is consistent with the residential character of the Project and does not constitute a nuisance or a hazardous or offensive use or threaten security or safety of other residents in the Project, as may be determined from time to

time in the sole discretion of the Architectural Committee. 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. The leasing of a Residential Unit by the Owner thereof for periods of not less than thirty (30) consecutive days and shall not be considered a trade or business within the meaning of this Section.

4.9 Garages. All Residential Units must have an attached or detached garage that will hold a minimum of two (2) cars. Recreational vehicle garages may be permitted subject to the prior approval of the Architectural Committee.

4.10 Height Restrictions. Except with the prior written approval of the Architecture Committee, the height of any building constructed on a Lot to the highest ridgeline shall be limited to no more than twenty-five feet (25') above the average natural grade within the footprint area of the new Residential Unit, garage and any other covered area. Average natural grade is determined by taking the highest and lowest elevations within the footprint and dividing by two.

4.11 Minimum Size. A Residential Unit must have a net livable area of no less than one thousand eight hundred (1,800) square feet. If the Residential Unit is a two-story building, the minimum net livable area of the main floor shall be no less than one thousand six hundred (1,600) square feet.

4.12 Coverage, Setbacks. All new Residential Units and buildings and Exterior Alterations thereof must comply with City of Prescott minimum set back requirements. No more than thirty-five percent (35%) of a Lot shall be covered by buildings.

4.13 Walls and Fences. All walls and fences must be approved by the Architectural Committee. No perimeter fences will be permitted without the prior written approval of the Architecture Committee. No fences or walls shall be higher than six feet (6'). All walls and fences shall be made of stucco, wrought iron, wood, stone, colored chain link or other materials approved by the Architectural Committee. All air conditioner equipment and outside garbage storage areas must be screened with fences approved by the Architectural Committee.

4.14 Clothes Drying Facilities. Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any Lot.

4.15 Restriction on Further Subdivision, Property Restrictions and Rezoning. 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 shall be conveyed or transferred by any Owner without the prior written approval of the Architectural Committee. No further covenants, conditions, restrictions or easements shall be recorded by any Owner, Lessee, or other Person against any Lot without the provisions thereof having been first approved in writing by the Architectural

Committee. No application for rezoning, variances or use permits pertaining to any Lot shall be filed with any governmental authority by any Person unless the application has been approved by the Architectural Committee and the proposed use otherwise complies with this Declaration.

4.16 Animals. No animals, including livestock or poultry of any kind, shall be raised, bred or kept on any lot, except that not more than three (3) dogs, cats, or other generally recognized household pets may be kept on a Lot provided that they are not kept, bred, or maintained for any commercial purposes. Dogs shall be kept within structures or fences or on secured leashes. No animal shall be allowed to make an unreasonable amount of noise or a nuisance. Upon the written request of any Owner, the Architectural Committee shall conclusively determine, in its sole discretion, whether a particular animal is a generally recognized household pet or is a nuisance or whether the number of animals on any such property is unreasonable. Any decision rendered by the Architectural Committee shall be enforceable as other restrictions contained herein.

4.17 Signs. No emblem, poster, advertisement, logo, sign or billboard of any kind, including, but not limited to, "For Sale" or "For Rent" signs, shall be displayed on any Lot without the prior written approval of the Architectural Committee, except for the following signs: (i) one "for sale" sign and one "for lease" sign may be posted on the Lot, which conforms with industry standards: not to exceed 18" x 24" plus a "rider" not to exceed 6" x 24". All "for sale" signs and "for lease" signs must be commercially produced; (ii) any signs as may be required by legal proceedings; and (iii) such signs as are approved by the Architectural Control Committee. No signs shall be nailed to trees.

4.18 Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. No substance, animal, thing or material shall be kept upon the Property that will emit a foul or obnoxious odor, or cause any notice that might disturb the peace, quiet, comfort or serenity of the occupants of the surrounding property. All equipment for the storage or disposal of such waste materials shall be kept in a clean and sanitary condition and shall be enclosed so as not to be Visible from any Neighboring Property or any street except when placed at the curbing on days regularly scheduled for the purpose of collection.

4.19 Parking. "Motor Vehicle" shall include automobiles, sport utility vehicles (SUVs), pickup trucks, vans, motorcycles, motorized scooters/bicycles, crossover vehicles and similar vehicles. "Recreational vehicle" (RVs) shall include motor homes, buses, travel trailers, tent trailers, pickup trucks with mounted campers or similar vehicles. "Recreational Apparatus" such as boats, trailers, motorcycles, off-road vehicles, all-terrain vehicles, golf carts and non-motorized vehicles and equipment and similar apparatus. Subject to the provisions of this Section 4.19: (i) Motor Vehicles may be parked inside the Owner's garage, on the driveway of the Owner's Lot and on the street in accordance with applicable City of Prescott ordinances; (ii) Recreational Vehicles may be parked only inside the Owner's garage; and (iii) Recreational Apparatus may be parked only inside the Owner's garage. Inoperable and unlicensed Motor Vehicles and industrial or commercial equipment shall be stored in the Residential Unit's enclosed garage or removed from the Project. Notwithstanding the foregoing, the Architectural Committee may allow the following exceptions: (i) Utility trailers may be temporarily parked during daylight hours while actively being used in work projects provided that such parking does

not create a hazard; (b) Trucks such as delivery trucks and moving vans may be temporarily parked during daylight hours while actively being used for their intended purposes; (c) Owners may park their Recreational Vehicles on the street for not more than two consecutive nights nor more than four nights in any calendar month solely for the purpose of loading, unloading or cleaning the vehicle. The term "cleaning" includes interior cleaning, exterior washing and waxing and drainage/filling of fresh water tanks. The term does not include drainage/flushing of wastewater, sewage or other tanks. Lube or oil changes, mechanical servicing and mechanical repairs are prohibited. Operation of generators and similar equipment is prohibited.

4.20 Commercial Vehicles. No Motor Vehicle shall be permitted to park on a Lot if the exterior of the Motor Vehicle contains or exhibits any signage relating to a commercial enterprise or commercial activity that is visible from the exterior of such vehicle (and the vehicle is not kept in an approved enclosed garage), except such signage that is limited to the exterior driver or passenger door of such vehicle shall be permitted if the vehicle is used by the Owner as regular transportation in commuting to work. No Motor Vehicle shall be permitted to park on a Lot, even if such vehicle otherwise qualifies under the previous sentence of this Section 4.20, if such vehicle is used for a commercial enterprise or activity and such vehicle has ladders, work beds, lights and/or other commercial items attached to or hanging from such vehicle so as to be visible from the exterior of such vehicle (and the vehicle is not kept in an approved enclosed garage). The foregoing restrictions shall not apply to vehicles parked within an enclosed structure approved by the Architectural Committee, nor to commercial vehicles of contractors, Builders, the Declarant and others working on the Project.

4.21 Fire Prevention. Each Lot Owner shall comply with the City of Prescott Wildfire Protection & Safety and the Wildland – Urban Interface Code and all related rules and ordinances. All Owners must maintain their Lots in such manner as required to minimize the danger from wildland fire risks.

4.22 Landscape Changes. No Owner shall remove, alter, injure or interfere with any trees upon any Lot without first obtaining the written consent of the Architectural Committee. For each tree that is three inches or greater in diameter, one foot about the ground, removed from the Lot, a new tree of suitable size and type as determined by the Architectural Committee must be planted and will be part of the landscape plan submitted for approval to the Architectural Committee. Burning of vegetation on the Lot is strictly prohibited.

4.23 Antennas. Subject to applicable law, no antenna, aerial, satellite television dish, ham radio tower/antenna or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors on any part of the Project, whether attached to a building or structure otherwise, unless approved in writing by the Architectural Committee.

4.24 Drainage. No Residential Unit, structure, building, landscaping, fence, wall or other Improvement shall be constructed, installed, placed or maintained in any manner that would obstruct, interfere with or change the direction or flow of water in accordance with the drainage plans for the Project, or any part thereof, or for any Lot as shown on the drainage plans on file with the county or municipality in which the Project is located.

4.25 Leasing. No Owner may lease or sublease his Residential Unit or Lot to a Lessee for less than thirty (30) consecutive days. No Owner may lease or sublease less than all of this Residential Unit or Lot.

4.26 Burning and Incinerators. No open fires or burning shall be permitted on any Lot, at any time, and no incinerators or like equipment shall be placed, allowed or maintained upon any Lot. The foregoing shall not be deemed to preclude the use, in the customary fashion, of outdoor residential barbeques, grills or similar devices.

4.27 Other Uses, Activities and Facilities. The Architectural Committee Rules may contain restrictions, limitations, rules and regulations governing any additional uses, activities, Improvements or facilities on a Lot or within the Project that are (i) Visible From Neighboring Property, (ii) visible from any street, or (iii) that are deemed by the Architectural Committee to be a nuisance or to adversely affect the health, safety or welfare of Owners, Lessees and Residents. The following are some, but not all of the uses, activities, Improvements or facilities that may be governed by the Architectural Committee Rules: animals, construction and maintenance activity; antennas; trash containers and collection; clothes drying facilities; signs; flags and flagpoles; basketball, tetherball and volleyball standards; motor vehicles; parking; trucks, trailers, campers and boats; towing of vehicles; garages and driveways; rooftop air conditioners; solar energy devices; sport courts; lighting; amplifiers; window treatments; garage sales; tanks and noise. The foregoing list is not intended to be exhaustive. The Architectural Committee Rules are intended to be responsive to the changing needs of the Project.

4.28 Variances. The Architectural Committee may, at its option and in extenuating circumstances, grant variances from the restrictions, limitations, rules and regulations set forth in this Article 4 and the Architectural Committee Rules if the Architectural Committee determines in its discretion that (i) a restriction, limitation, rule or regulation would create an unreasonable hardship or burden on an Owner or Lessee and (ii) that the activity permitted under the variance will not have any substantial adverse effect on the other Owners or Lessees or the Project and is consistent with the high quality of life intended for residents of the Project. In addition, the Architectural Committee may, in its sole discretion, grant variances as it determines are appropriate from the restrictions, limitations, rules and regulations set forth in this Article 4 and in the Architectural Committee Rules applicable to Lots 1 through 3 and Lot 17 of the Subdivision.

4.29 Declarant's Exemption. Nothing contained in this Declaration shall be construed to prevent, restrict or otherwise limit the construction, installation or maintenance by Declarant or Declarant's agents of Improvements, landscaping or signs deemed necessary or convenient by Declarant, in Declarant's sole discretion, to the development or sale of the property within the Subdivision. The Declarant may assign, in whole or in part, its rights and privileges under this Section, and the Declarant may grant, in its sole discretion, any similar rights to any Builder.

ARTICLE 5 EASEMENTS

5.1 Utility Easement. There is hereby created an easement upon, across, over and under the Lots for reasonable ingress, egress, installation, replacing, repairing or maintaining of all utilities, including, but not limited to, gas, water, sewer, telephone, cable television and electricity. By virtue of this Easement, it shall be expressly permissible for the providing utility company to erect and maintain the necessary equipment on the Lots but no sewers, electrical lines, waterlines, or other utility or service lines may be installed or located on the Lots except as initially designed, approved and constructed by the Declarant or as approved by the Architectural Committee.

5.2 Declarant's Use for Sales and Leasing Purposes. The Declarant shall have the right and an easement to maintain sales or leasing offices, management offices, construction offices and models throughout the Project and the parking incident thereto and to maintain one or more advertising signs of any size and design on the Lots owned by the Declarant. The Declarant reserves the right to place models, management offices, and sales and leasing offices on any Lots owned by the Declarant in such number, of such size and in such locations as the Declarant deems appropriate.

5.3 Declarant's Easements. This Declaration cannot be amended to modify or eliminate the easements reserved to the Declarant without prior written approval of the Declarant and any attempt to do so shall have no effect. Any attempt to modify or eliminate this section shall likewise require the prior written approval of the Declarant.

5.3.1 The Declarant shall have the right and an easement on and over the Lots to construct all Improvements the Declarant may deem necessary and to use any Lots and other property owned by the Declarant for construction or renovation related purposes including the storage of tools, machinery, equipment, building materials, appliances, supplies and fixtures, and the performance of work respecting the Project.

5.3.2 The Declarant shall have the right and an easement upon, over, and through the Lots as may be reasonably necessary for the purpose of discharging its obligations and exercising the rights granted to or reserved by the Declarant by this Declaration.

5.4 Easement in Favor of Architectural Committee. The Lots are hereby made subject to the following easements in favor of the Architectural Committee and its members, agents, employees and independent contractors:

5.4.1 For inspection of the Lots in order to verify the performance by Owners of all items of maintenance and repair for which they are responsible;

5.4.2 For the purpose of enabling the Architectural Committee to exercise and discharge their rights, powers and duties under the Project Documents; and

5.4.3 For inspection of the Lots in order to verify that the provisions of the Project Documents are being complied with by the Owners, the Residents and their guests, tenants, invitees and the other occupants of the Lot.

5.5 Common Driveways:

5.5.1 As set forth on the Plats, Lots 23 and 24 are subject to an ingress/egress and utility easement (the "Lot 23 and 24 Easement Area") for the benefit of Lots 24 and 25. The Declarant shall construct a driveway on Lots 23 and 24 Easement Area (the "Lot 23 and 24 Common Driveway"). The Owners of Lots 23, 24 and 25 shall be entitled to and be bound by the following:

5.5.1.1 The Owners of 23, 24 and 25 and their Residents, Lessees, agents, guests and members of their families shall all have the right to access and use the Lot 23 and 24 Common Driveway provided that the use by such persons does not unreasonably interfere with the use and enjoyment of the Lot 23 and 24 Common Driveway by the Owners of such other Lots.

5.5.1.2 In the event the Lot 23 and 24 Common Driveway is damaged or destroyed through the act of the Owner of Lot 23, 24 or 25 or any of such Owner's Residents, Lessees, agents, guests or member of his family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Owner to rebuild and/or repair such damage to the Lot 23 and 24 Common Driveway without cost to the Owners of such other Lots.

5.5.1.3 In the event any the Lot 23 and 24 Common Driveway is destroyed or damaged (including deterioration from ordinary wear and tear and lapse of time), other than by the act of the Owner of Lot 23, 24 or 25, or his Residents, Lessees, agents, guests or family, it shall be the mutual obligation of the Owners of Lots 23, 24 and 25 that have constructed a Residential Unit on their Lots and are using the Lot 23 and 24 Common Driveway for ingress/egress to their Lots and/or for running utilities to their Lots to rebuild and repair the Lot 23 and 24 Common Driveway and to bear the cost thereof equally on a pro rata basis and appropriate easements to effect such rebuilding and repairs are hereby created.

5.5.1.4 In the event of a dispute between any of the Owners of Lots 23, 24 and 25 with respect to the repair or rebuilding of the Lot 23 and 24 Common Driveway, or with respect to the bearing of the cost thereof, such Owners shall submit the dispute to the Architectural Committee, the decision of which shall be final and be binding on such Lot Owners.

5.5.1.5 In addition to meeting the other requirements of this Declaration and of any other building code or similar regulations or ordinances, an Owner of Lot 23, 24 or 25 proposing to modify, make additions to or rebuild the Lot 23 and 24 Common Driveway shall first obtain the written consent of the Owners of such other Lots and of the Architectural Committee.

5.5.2 As set forth on the Plats, Lots 2 and 3 are subject to a reciprocal

ingress/egress and utility easement (the "Lot 2 and 3 Easement Area") for the benefit of Lots 2 and 3. The Owners of Lots 2 and/or 3 shall be entitled to construct a driveway on the Lot 2 and 3 Easement Area (the "Lots 2 and 3 Common Driveway"). In the event the Owners only one of Lots 2 and 3 pay for the construction of the Lot 2 and 3 Common Driveway, the Owner of each of the other Lot shall be obligated to reimburse the Owner that paid the construction cost one half of the cost at such time as such Owner has constructed a Residential Unit on its Lot and is using the Lot 2 and 3 Common Driveway for ingress/egress to its Lot and/or for running utilities to its Lot. In the event the Owners of Lots 2 and/or 3 construct the Lot 2 and 3 Common Driveway", the Owners of Lots 2 and 3 shall be entitled to and be bound by the following:

5.5.2.1 The Owners of Lots 2 and 3 and their Residents, Lessees, agents, guests and members of their families shall all have the right to access and use the Lots 2 and 3 Common Driveway provided that the use by such persons does not unreasonably interfere with the use and enjoyment of the Lot 2 and 3 Common Driveway by the Owners of such other Lots.

5.5.2.2 In the event the Lot 2 and 3 Common Driveway is damaged or destroyed through the act of the Owner of Lot 2 or 3 or any of such Owner's Residents, Lessees, agents, guests or member of his family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Owner to rebuild and/or repair such damage to the Lot 2 and 3 Common Driveway without cost to the Owner of the other Lot.

5.5.2.3 In the event any the Lot 2 and 3 Common Driveway is destroyed or damaged (including deterioration from ordinary wear and tear and lapse of time), other than by the act of the Owner of Lot 2 or 3, or his Residents, Lessees, agents, guests or family, it shall be the mutual obligation of the Owners of Lots 2 and 3 that have constructed a Residential Unit on their Lots and are using the Lot 2 and 3 Common Driveway for ingress/egress to their Lots and/or for running utilities to their Lots to rebuild and repair the Lot 2 and 3 Common Driveway and to bear the cost thereof equally and appropriate easements to effect such rebuilding and repairs are hereby created.

5.5.2.4 In the event of a dispute between the Owners of Lots 2 and 3 with respect to the construction, repair or rebuilding of the Lot 2 and 3 Common Driveway, or with respect to the bearing of the cost thereof, such Owners shall submit the dispute to the Architectural Committee, the decision of which shall be final and be binding on such Lot Owners.

5.5.2.5 In addition to meeting the other requirements of this Declaration and of any other building code or similar regulations or ordinances, an Owner of Lot 2 or 3 proposing to modify, make additions to or rebuild the Lot 2 and 3 Common Driveway shall first obtain the written consent of the Owner of the other Lot and of the Architectural Committee.

5.5.3 As set forth on the Plats, Lots 4R and 5RR are subject to a reciprocal ingress/egress and utility easement (the "Lot 4R and 5RR Easement Area") for the benefit of Lots 4R and 5RR. The Declarant shall construct a shared driveway on the Lot 4R and 5RR Easement Area (the "Lot 4R and 5RR Common Driveway"). The Owners of Lots 4R and 5RR shall be entitled to and be bound by the following:

5.5.3.1 The Owners of Lots 4R and 5RR and their Residents, Lessees, agents, guests and members of their families shall all have the right to access and use the Lots 4R and 5RR Common Driveway provided that the use by such persons does not unreasonably interfere with the use and enjoyment of the Lot 4R and 5RR Common Driveway by the Owner of the other Lot.

5.5.3.2 In the event the Lot 4R and 5RR Common Driveway is damaged or destroyed through the act of the Owner of Lot 4R or 5RR or any of such Owner's Residents, Lessees, agents, guests or member of his family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Owner to rebuild and/or repair such damage to the Lot 4R and 5RR Common Driveway without cost to the Owner of the other Lot.

5.5.3.3 In the event any the Lot 4R and 5RR Common Driveway is destroyed or damaged (including deterioration from ordinary wear and tear and lapse of time), other than by the act of the Owner of Lot 4R or 5RR, or his Residents, Lessees, agents, guests or family, it shall be the mutual obligation of the Owners of Lots 4R and 5RR that have constructed a Residential Unit on their Lots and are using the Lot 4R and 5RR Common Driveway for ingress/egress to their Lots and/or for running utilities to their Lots to rebuild and repair the Lot 4R and 5RR Common Driveway and to bear the cost thereof equally and appropriate easements to effect such rebuilding and repairs are hereby created.

5.5.3.4 In the event of a dispute between the Owners of Lots 4R and 5RR with respect to the repair or rebuilding of the Lot 4R and 5RR Common Driveway, or with respect to the bearing of the cost thereof, such Owners shall submit the dispute to the Architectural Committee, the decision of which shall be final and be binding on such Lot Owners.

5.5.3.5 In addition to meeting the other requirements of this Declaration and of any other building code or similar regulations or ordinances, an Owner of Lot 4R or 5RR proposing to modify, make additions to or rebuild the Lot 4R and 5RR Common Driveway shall first obtain the written consent of the Owner of the other Lot and of the Architectural Committee.

ARTICLE 6 MAINTENANCE

6.1 **Lots.** Each Owner shall be responsible for maintaining his Lot. Each Owner shall be responsible for maintaining, repairing or replacing any and all buildings, Residential Units, landscaping or other Improvements situated on his Lot. All buildings, Residential Units, landscaping and other Improvements shall at all times be kept in good condition and repair. All grass, hedges, shrubs, vines and plants of any type on a Lot shall be irrigated, mowed, trimmed and cut at regular intervals so as to be maintained in a neat and attractive manner. Trees, shrubs, vines, plants and grass which die shall be promptly removed and replaced with living foliage of like kind, unless different foliage is approved in writing by the Architectural Committee. No yard equipment, woodpiles or storage area may be maintained so as to be Visible From Neighboring Property or streets.

ARTICLE 7 GENERAL PROVISIONS

7.1 Enforcement. The Architectural Committee and any Owner shall have the right to enforce Project Documents and/or any and all covenants, restrictions, reservations, charges, servitudes, assessments, conditions, or easements provided for in any contract, deed, declaration or other instrument which (i) shall have been executed pursuant to, or subject to, the provisions of this Declaration, or (ii) otherwise shall indicate that the provisions of such instrument were intended to be enforced by the Architectural Committee or the Owners. The failure of the Architectural Committee or an Owner to take enforcement action with respect to a violation of the Project Documents shall not constitute or be deemed a waiver of the right of the Architectural Committee or any Owner to enforce the Project Documents in the future. Each remedy provided herein is cumulative and not exclusive. In the event of any litigation or arbitration by the Architectural Committee or an Owner to enforce the Project Documents, the prevailing party in such litigation or arbitration shall be entitled to recover from the non-prevailing party all attorneys' fees, costs and expert witness fees incurred by the prevailing party.

7.1.1 In addition to any other rights or remedies which the Architectural Committee may have under this Declaration or at law or in equity as a result of the violation of this Declaration or the Architectural Committee Rules, the Architectural Committee shall have the right, subject to applicable law, to levy reasonable fines or penalties against an Owner for any violation of this Declaration or the Architectural Committee Rules by the Owner, any other Residents of the Owner's Lot or any of the Owner's family, Lessees, guests, contractors or agents. The amount of the fine or penalty for each violation shall be established by the Architectural Committee.

7.2 Method of Termination. This Declaration shall continue in full force and effect unless terminated by the written consent of the Owners owning ninety percent (90%) or more of the Lots. If the necessary votes and consents are obtained, the Owners shall cause a Certificate of Termination to be recorded with the County Recorder of Yavapai County, Arizona. Thereupon this Declaration shall have no further force and effect.

7.3 Amendments.

7.3.1 This Declaration may be amended at any time by the written approval or the affirmative vote of Owners of not less than two-thirds (2/3rds) of the Lots.

7.3.2 Notwithstanding the requirements of Section 7.3.1, the Declarant may amend this Declaration or the Plats, without obtaining the approval or consent of any Owner, at any time prior to the sale by the Declarant of one hundred percent (100%) of the Lots in the Subdivision.

7.3.3 Any amendment approved pursuant to Subsection 7.3.1 of this Declaration or by the Declarant pursuant to Subsection 7.3.2 of this Declaration shall be recorded with the County Recorder of Yavapai County, Arizona. Any such amendment shall certify that the amendment has been approved as required by this Section.

7.4 Interpretation. In the event of any conflict between this Declaration and the Architectural Committee Rules, this Declaration shall control.

7.5 Severability. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

7.6 Rule Against Perpetuities. If any interest purported to be created by this Declaration is challenged under the Rule against Perpetuities or any related rule, the interest shall be construed as becoming void and of no effect as of the end of the applicable period of perpetuities computed from the date when the period of perpetuities starts to run on the challenged interest; the "lives in being" for computing the period of perpetuities shall be (i) those which would be used in determining the validity of the challenged interest, plus (ii) those of the issue of the Architectural Committee who are living at the time the period of perpetuities starts to run on the challenged interest.

7.7 Change of Circumstances. Except as otherwise expressly provided in this Declaration, no change of conditions or circumstances shall operate to extinguish, terminate or modify any of the provisions of this Declaration.

7.8 Laws, Ordinances and Regulations.

7.8.1 The covenants, conditions and restrictions set forth in this Declaration and the provisions requiring Owners and other persons to obtain the approval of the Architectural Committee with respect to certain actions are independent of the obligation of the Owners and other persons to comply with all applicable laws, ordinances and regulations, and compliance with this Declaration shall not relieve an Owner or any other person from the obligation to also comply with all applicable laws, ordinances and regulations.

7.8.2 Any violation of any state, municipal, or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth herein.

7.9 References to this Declaration in Deeds. Deeds to and instruments affecting any Lot or any part of the Project may contain the covenants, conditions and restrictions herein set forth by reference to this Declaration; but regardless of whether any such reference is made in any Deed or instrument, each and all of the provisions of this Declaration shall be binding upon the grantee-Owner or other Person claiming through any instrument and his heirs, executors, successors and assignees.

7.10 Gender and Number. Wherever the context of this Declaration so requires, words used in the masculine gender shall include the feminine and neuter genders; words used in the

neuter gender shall include the masculine and feminine genders; words in the singular shall include the plural; and words in the plural shall include the singular.

7.11 Captions and Titles. All captions, titles or headings of the Articles and Sections in this Declaration are for the purpose of reference and convenience only and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof or to be used in determining the intent or context thereof.

7.12 Notices. If notice of any action or proposed action by the Architectural Committee is required by applicable law or this Declaration to be given to any Owner, Lessee or Resident then, unless otherwise specified herein, such notice requirement shall be deemed satisfied if notice of such action or meeting is published once in any newspaper in general circulation within Yavapai County. This Section shall not be construed to require that any notice be given if not otherwise required and shall not prohibit satisfaction of any notice requirement in any other manner.

IN WITNESS WHEREOF, the undersigned, being the Managing Members of Senator Highway Development, LLC have hereunto set their hands to this Amended and Restated Declaration of Covenants, Conditions and Restrictions of Tenney Homestead now known as Tenney Ranch this ____ day of September 2014.

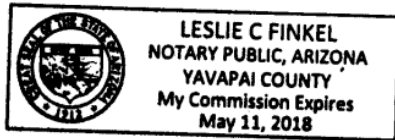
[SIGNATURES ON THE FOLLOWING PAGES]

Senator Highway Development, LLC

By: *K. J. Kassun*
K. J. Kassun
Its: Managing Member

STATE OF ARIZONA)
) ss.
COUNTY OF YAVAPAI)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this 16th day of September 2014, by K. J. Kassun, the managing member of Senator Highway Development, LLC, for and on behalf of the company.



Leslie C. Finkel
Notary Public

My Commission Expires: May 11, 2018