

WHEN RECORDED RETURN TO:

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**FIRST AMENDED AND RESTATED  
DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

**FOR**

**COPPERFIELD**

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**FIRST AMENDED AND RESTATED  
DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR COPPERFIELD**

THIS FIRST AMENDED AND RESTATED DECLARATION of Covenants, Conditions, and Restrictions is made this 19<sup>th</sup> day of May, 2020, by Copperfield Land Company, LLC, an Arizona limited liability company, as the Declarant, which is also the Developer, with the intent that it amend, restate and supersede in its entirety the Declaration of Covenants, Conditions & Restrictions for Copperfield recorded on March 25, 2020 at Reception No. 2020-0016606, Official Records of the Recorder of Yavapai County, Arizona.

WITNESSETH:

WHEREAS, the Declarant desires to develop the real property described below; and

WHEREAS, for the development of the lands now owned or hereafter acquired, the Declarant intends, without obligation, to develop upon the real property described below, which, as of the date of recordation of this Declaration, is owned by the Declarant and shall comprise the "Property;" and it is possible that other lands may, from time to time, be added to the Property to expand and more fully develop the Property, or that certain lands may be removed from the Property from time to time; and

WHEREAS, a perpetual nonprofit corporation is being formed for the purpose of benefitting the Property and the Owners thereof, which nonprofit corporation is intended, without obligation, to: (a) acquire, construct, operate, manage, and maintain the Common Property or Common Area, and any facilities thereon, if any; (b) establish, levy, collect, and disburse the assessments and other charges as may be imposed hereunder; and (c) as the agent and representative of the Owners of the Property, administer and enforce the provisions hereof as set forth herein.

NOW, THEREFORE, the Declarant hereby declares, covenants, and agrees as follows:

1. **DEFINITIONS.** The following words, phrases, and terms used in this Declaration shall have the following meanings:

1.1. **"Additional Properties"** shall mean properties added in accordance with Article 9 hereof by Developer or Declarant.

1.2. **"Architectural, Landscaping and Construction Guidelines"** ("ALC Guidelines") means the rules and guidelines adopted by the Committee, as they may be amended or supplemented from time to time, in the sole discretion of the Committee, and any provisions contained in this Declaration which shall govern the procedures of the Committee. The ALC Guidelines may be included within the Association Rules at the sole discretion of the Association.

1.3. **"Articles"** means the Articles of Incorporation of the Association that are filed in the office of the Arizona Corporation Commission, as the Articles may be amended from time to time.

1.4. **"Association"** shall mean and refer to Copperfield Property Owners, Inc., a perpetual Arizona nonprofit corporation, organized to administer and enforce the Covenants,

Conditions, and Restrictions and to exercise the rights, powers, and duties all as more fully set forth in this Declaration.

1.5. **“Association Rules”** shall mean and refer to any rules and guidelines adopted by the Association as they may be amended and/or supplemented from time to time in the sole discretion of the Association, provided that any rule or guideline that alters the Declarant’s, rights must be approved by the Declarant.

1.6. **“Board”** means the Board of Directors of the Association.

1.7. **“Committee”** shall mean Copperfield Architectural Control Committee as described herein.

1.8. **“Common Property” or “Common Area”** shall mean all real property owned or to be owned by the Association for common use and enjoyment of all or part of the Owners, and any other real property that the Association has the obligation to maintain (including, without limitation, any roadways or easements, etc., shown on the Original Recorded Survey), or that the Association may otherwise agree to maintain for the common use and enjoyment of all or part of the Owners.

1.9. **“Declarant”** shall mean Copperfield Land Company, LLC, an Arizona limited liability company, its successors, and assigns, and/or any person or entity to which Declarant or Developer’s rights are assigned to such person or entity by Declarant.

1.10. **“Declaration”** shall mean the covenants, conditions, and restrictions herein set forth in this entire document, as it may from time to time be amended or supplemented.

1.11. **“Developer”** shall mean and refer to an entity or person to which Declarant may assign certain Declarant’s rights, interests or opportunities as may be described in any such written assignment.

1.12. **“Development”** means Copperfield, an unsubdivided lands development in Yavapai County, Arizona, comprised of Parcels 1 through 13, inclusive, Copperfield Records of Survey according to the plat of record in the Yavapai County Recorder’s Office in Instrument No. 2020-0011861, Yavapai County, Arizona, and such Additional Properties as shall become a part of such Development, excluding any lands which may be removed from the Development or Property of Copperfield as recorded by Declarant.

1.13. **“Guest”** means an agent, servant, employee, tenant, licensee, or invitee of an Owner or any person or entity who has acquired any title or interest in a Parcel by or through an Owner, including a lessee, mortgagee, or any agent, servant, employee, tenant, invitee, or licensee or such person or entity.

1.14. **“Member”** means any person or legal entity who is a member of the Association.

1.15. **“Mortgage”** means mortgage, deed of trust, or other security instrument which is a lien on a Parcel.

1.16. **“Owner”** shall mean and refer to the record owner, whether one or more persons or entities, of equitable or beneficial title (or legal title if same has merged) of any Parcel. Owner shall include the purchaser of a Parcel under an executory contract for the

sale of real property. The foregoing does not include persons or entities who hold an interest in any Parcel merely as a security for the performance of an obligation.

1.17. **"Parcel"** shall mean and refer to any of the Parcels 1 through 13, inclusive, Copperfield Records of Survey according to the plat of record in the Yavapai County Recorder's Office in Instrument No. 2020-0011861, Yavapai County, Arizona, including any Additional Properties, and/or Results of Survey recorded for any subsequent division of a Parcel into other smaller lots, each becoming a Parcel.

1.18. **"Original Parcel"** shall mean each Parcel described as Parcels 1 through 13, inclusive, Copperfield Records of Survey according to the plat of record in the Yavapai County Recorder's Office in Instrument No. 2020-0011861, Yavapai County, Arizona, as the same may be amended, supplemented, or modified from time to time, or in any original recorded survey of any Additional Properties into unsubdivided lands of Copperfield as recorded by Declarant.

1.19. **"Original Recorded Survey"** shall mean Parcels 1 through 13, inclusive, Copperfield Records of Survey according to the plat of record in the Yavapai County Recorder's Office in Instrument No. 2020-0011861, Yavapai County, Arizona, as the same be amended, supplemented, or modified from time to time or any original recorded survey of any Additional Properties into unsubdivided lands of Copperfield as recorded by Declarant.

1.20. **"Property"** means all of the Parcels, private roadways, if any, and Common Property or Common Area conveyed to the Association, if any, platted on the Original Recorded Survey and any Additional Properties, and excluding any lands subsequently removed from the Property or Development by Declarant, if any.

1.21. **"Transition Date"** means that date on which the Association holds its first meeting at which a Board of Directors is elected by the Owners. Such meeting shall take place within ninety (90) days after 1) the Declarant transfers management of the Association to the Owners or 2) the first one-year anniversary after all Original Parcels in the Development are sold in consensual sales without Additional Properties being added by Declarant pursuant to Article 9 hereof, whichever first occurs.

1.22. **"Tract Declaration"** shall mean any declaration of covenants, conditions and restrictions or like instrument recorded after the recording of this Declaration in regard to one or more Parcels, or portions thereof, by the Owner of such Parcels or portions thereof, which shall in all cases be subject to approval of Declarant, consistent with and subordinate to this Declaration.

## 2. **PLAN OF DEVELOPMENT.**

2.1. **Property Subject to the Declaration.** The Declarant declares that, except for property otherwise removed pursuant to Article 9 hereof, all of the Property shall be held, sold and conveyed subject to this Declaration. By acceptance of a deed or by acquiring any interest in any Parcel subject to this Declaration, each Owner, for such Owner and such Owner's heirs, personal representatives, successors, transferees, and assigns, binds such Owner and such Owner's heirs, personal representatives, successors, transfers, and assigns to all of the provisions, restrictions, covenants, easements, charges, conditions, rules,

and regulations now or hereafter imposed by this Declaration. In addition, each Owner, by so doing, thereby acknowledges that all restrictions, conditions, covenants, easements, charges, 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, occupants, and transferees thereof. Furthermore, each such Owner fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by all Owners. The Parcels and the other 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 Parcel, even though the description in the instrument of conveyance or encumbrance may refer only to the Parcel.

**2.2. Disclaimer of Representation.** While the Declarant has no reason to believe that any of the restrictive covenants contained in this Declaration are, or may be, invalid or unenforceable, the Declarant make no warranty or representation as to the present or future validity or enforceability of any such restrictive covenant. Any Owner acquiring a Parcel in reliance on one or more of such restrictive covenants shall assume all risks as to the validity and enforceability thereof, and by accepting a deed to a Parcel, agrees that the Declarant and the Association shall have no liability with respect thereto.

**2.3. Views Not Guaranteed.** Although certain Parcels in the Development currently may have particular views, no express or implied rights or easements exist for views or for the passage of light and air to any Parcel. Neither the Declarant nor the Association makes any representation or warranty whatsoever, express or implied, concerning the view that any Parcel will have whether as of the date this Declaration is recorded or thereafter. Any view that currently exists for a Parcel may be impaired or obstructed by further construction within or outside the Development, including, without limitation, by construction of improvements (including landscaping) by the Declarant or the Association, construction by third parties and by the natural growth of landscaping. No third party, including without limitation any broker or sales person, has any right to bind the Declarant or the Association with respect to the preservation of any view from any Parcel or any view of a Parcel from any other property.

**2.4. Variances.** Declarant, Committee and/or the Association may authorize variances from compliance with any provision of the Declaration, ALC Guidelines or Association Rules in circumstances where they deem acceptable in their sole discretion. Any such variance may materially change the character of the Property and may alter, increase or decrease the benefits or burdens of Owner or occupant pursuant to this Declaration. No variance shall be effective unless in writing and signed by an authorized representative of the Declarant, Committee or Association. No variance may estop the Declarant, Committee or Association from denying a variance in other circumstances, including, without limitation, circumstances similar or identical to circumstances under which the previously granted variance was approved.

**2.5. Withdrawal of Property.** Declarant may, at its sole discretion and without the approval, assent, or vote of the Association or other Owners or Members, from time to time until forty (40) years after recordation of this Declaration, withdraw any real property subject to this Declaration by executing and recording a Notice of Withdrawal, making reference to this Declaration and specifically describing the withdrawn property. The



property so described shall be deemed completely excluded from this Declaration and shall no longer be a part of the Property. Declarant may, in connection therewith, cancel any Tract Declaration for the land withdrawn.

It is specifically understood that this right of withdrawal may be exercised in Declarant's sole and absolute discretion, and that once withdrawn, none of the provisions hereof shall apply to or encumber the land. Notice is hereby given that Withdrawal of Property may materially change the character of the Property and may alter, increase or decrease the benefits or burdens of Owner or occupant pursuant to this Declaration. Further, Declarant may cause the Association to grant and convey such easements as may be necessary to benefit such land withdrawn, including easements for ingress, egress, and utilities, all on terms, if any, deemed by them to be proper.

**2.6 Restriction on Liability of the Association and the Declarant Parties;  
Release.**

2.6.1 The Declarant intends to construct gated entrances leading into the Development in order to limit access and to provide some privacy for the Owners, lessees and Guests. However, there are no guarantees that gated entrances will provide security and safety to Owners, lessees, Guests and their families, invitees and licensees. Furthermore, each Owner, lessee and Guest, for themselves and their family, invitees and licensees, acknowledges that the gated entrances may restrict or delay entry into the Development by the police, fire department, ambulances and other emergency vehicles or personnel. Each Owner, lessee and Guest, for themselves and their family, invitees and licensees, agrees to assume the risk that the gated entrances will restrict or delay entry to the Development by emergency vehicles and personnel. Neither the Declarant, the Association, nor any director, officer, agent or employee of the Association shall be liable to any Owner, lessee or Guest, or their family, invitees or licensees for any claims or damages resulting, directly or indirectly, from the construction, existence or maintenance of the gated entrances.

2.6.2 The roads within the Development, including the off-site access road through the Development, have been built to standards established by the Declarant. The roads are not engineered or constructed to Yavapai County standards nor have they been inspected or approved by Yavapai County. Therefore, the roads may present a danger to drivers and their passengers. Neither the Declarant, nor the Association make any representation or warranty, expressed or implied, regarding the design and construction of the roads. Each Owner, lessee and Guest, for themselves and their family, invitees and licensees, acknowledges and assumes the risk the roads may present.

2.6.3 The Development is located adjacent to land owned and controlled by the Arizona State Land Department ("ASLD") as well as a working cattle ranch. The Development and adjoining lands contain many species of insects, reptiles and other wild animals, as well as cattle and horses. Wild animals indigenous to the area, including, without limitation, scorpions, snakes, spiders, bobcats, hawks, javelina, bears, mountain lions, elk, deer and antelope, may be found throughout the adjoining

lands and the Development. Such wild animals and livestock may enter and dwell upon portions of the Development from time to time. Each Owner, lessee and Guest, for themselves and their family, invitees and licensees, assumes the risk that such animals may be present and may present danger. Neither the Declarant, the Association, nor any director, officer, agent or employee of the Association shall be liable to any Owner, lessee, Guest or their family, invitees or licensees for any claims or damages resulting, directly or indirectly, from the existence of such animals within the Development.

2.6.4 A working cattle ranch (the "Ranch") is located adjacent to much of the Development. Each Owner, lessee and Guest, for themselves and their family, invitees and licensees, acknowledges, understands and agrees that the operations of the Ranch may present hazards to and create additional burdens upon Owners, including, but not limited to, insects, odors and noises associated with operating ranches. The Ranch may cause inconvenience and disturbance and possible injury to the Owners, lessees, Guests and their family, invitees and licensees. However, each Owner, lessee and Guest has considered the location of the Parcel being purchased, leased or occupied and its proximity to the Ranch. By acceptance of a deed or by acquiring any interest in any of the Property, each Owner, lessee and Guest, for themselves and their family, invitees and licensees, acknowledges and assumes the risks of the aforesaid nuisance, inconvenience, disturbance, damage and possible injury to persons.

2.6.5 The ASLD administers over 9.3 million acres of State Trust Land. This is not public land. Trust land may be subject to future development and may not be preserved or saved for open space without compensation. The ASLD may sell, auction, lease or otherwise convey an interest in its land to others. ASLD may convey or grant easements, rights of way or other various uses to others. By acceptance of a deed or by acquiring any interest in any of the Property, each Owner, lessee and Guest, for themselves and their family, invitees and licensees, acknowledges and assumes the risks of the aforesaid possible nuisance, inconvenience, disturbance, damage and possible injury to persons.

Many roads on rural trust lands are not legal travel routes, except for state lessees and hunters, and do not provide legal access to private land. State trust land may be sold or leased for uses which may exclude recreation. Recreation is a temporary use that may be terminated at any time.

For additional information, visit the State Land Department web page at [www.land.state.az.us](http://www.land.state.az.us), or call (602) 542-4631.

2.6.6 Original Parcels may, in Declarant's sole discretion, have an existing water well located on the Original Parcel. Only one Parcel may use the water well. No shared well use among Parcels will be allowed. The water well, if any, is conveyed without any warranty or representation of any type. By acceptance of a deed or acquiring any interest in any of the Property, each Owner, lessee and Guest, for themselves and their family, invitees and licensees, acknowledges and assumes the risk of use, or any quality or quantity of water of said water well.

2.6.7 Each Owner, resident and lessee hereby releases the Declarant and the Association from any and all claims, actions, suits, demands, causes of action, losses, damages or liabilities (including, without limitation, strict liability) related to or arising in connection with any nuisance, inconvenience, disturbance, injury or damage resulting from activities or occurrences or standards described in this Section 2.6.

3. **PROPERTY RIGHTS.** Every Owner of a Parcel shall have a right and easement of enjoyment in and to the Common Property or Common Area, and any facilities thereon, subject to the following provisions:

3.1.1. The right of the Association to charge reasonable admission and other fees for the use of any facility.

3.1.2. The right of the Association to suspend the voting rights and right to use the facilities by an Owner for any period during which any assessment against the Owner's Parcel remains unpaid; and for a period not to exceed sixty (60) days for any infraction of the Association's published rules and regulations.

4. **PERMITTED USES AND RESTRICTIONS.**

4.1. **Parcel Use.** The Parcels shall be designated as follows:

4.1.1. Parcels 1 through 13, inclusive, shall be single-family residential Parcels only as approved by the Committee.

4.1.2. Declarant, in its sole discretion, expressly reserves the right to modify and/or redesignate Parcels as commercial or residential until the Transition date, which redesignation may materially change the character of the Property and may alter, increase or decrease the benefits or burdens of Owner or occupant pursuant to this Declaration.

4.2. **Parcel Division or Resales.** Any further division of Parcels must be done in strict accordance with all applicable laws, including required approvals, if any, by Yavapai County and the State of Arizona, which approvals are the sole responsibility of the Owner. Subject to state and county regulations, original Parcels may be further divided, but no Parcel shall be created of an area less than four (4) acres.

4.3. **Sewage.** All bathrooms, toilets, or sanitary conveniences shall be connected to approved septic systems or sewer lines. There shall not be allowed any outside portable lavatories, outside toilets, or open plumbing. All septic systems shall be constructed as expressly approved in writing by the Committee. Declarant anticipates that alternative septic systems, as described in the ALC Guidelines, will be required on all parcels, provided however that the Declarant and the Committee may amend the ALC Guidelines and/or discontinue the use of alternative septic systems in their sole discretion. An amendment may materially change the character of the Property and may alter, increase or decrease the benefits or burdens of Owner or occupant pursuant to this Declaration.

4.4. **Tanks.** No elevated tanks of any kind shall be erected, placed, or permitted on any Parcel. No tank shall be installed without the prior approval of the Committee.

4.5. **Construction Permitted.** All structures erected must be of new construction, and no buildings or structures may be moved from any other location, other than a point of distribution or manufacture, onto any of said Parcels or tracts.

4.6. **Minimum Livable Area.** All single-family residences constructed on Parcels shall contain a minimum livable area as provided in the ALC Guidelines. The size calculation shall be for square footage on grade level. All square footage requirements shall be exclusive of open porches, pergolas, or attached or detached garages.

4.7. **Plan Approval.** No leveling, excavation, grading, planting, landscaping, residence, outbuilding, fence, or wall, or other improvement or installation, shall be commenced, erected, placed, or altered on any Parcel, until the plans and specifications therefor, showing the nature, kind, shape, materials, floor plans, and locations shall have been submitted to and approved by the Committee, as provided for in Article 5 hereof, and a copy thereof is finally approved and lodged permanently with the Committee. The Committee shall have the right to refuse to approve any such plans or specifications that are not suitable or desirable in its opinion for aesthetic reasons, or not in accordance with the overall quality of the Property, or any other reason, and in so passing upon such plans and specifications, the Committee shall have the right to take into consideration any relevant factors including, but not limited to, the suitability of the proposed building or other structure, and the material that is to be used, the site upon which it is proposed to be erected, the harmony with the surroundings, and the effect of the proposed structure on the outlook from adjacent or neighboring property. Additionally, plans must comply with Yavapai County requirements and no plan approval of the Committee shall constitute any representation or warranty of compliance with any requirements of Yavapai County.

4.8. **Commencement and Completion of Construction.** No garage or similar structure shall be erected on any residential Parcel until construction of the primary single-family residence (complying with this Declaration) shall have been commenced on said Parcel, and no garage or shed shall be occupied or used until construction of said single-family residence is finished and ready for occupancy. Any garage or similar structure erected on any Parcel shall be of the same design and constructed of the same materials as the permanent residence of said Parcel. All construction must be completed within twelve (12) months after commencement. All front-yard landscaping must be installed within forty-five (45) days after issuance of final inspection, per approved landscape plan.

4.9. **Permanent Structure.** No garage, trailer, mobile home, motor home, motor vehicle, or any temporary structure of any nature may be used temporarily or permanently as a residence of any Parcel. Except as may be otherwise permitted by the Committee under the authority granted in Article 5 hereof, all permanent structures, including fencing, shall be constructed not less than fifty (50) feet from the Original Parcel boundary as shown on the Original Recorded Survey of Copperfield. Except as may be otherwise permitted by the Committee under the authority granted in Article 5 hereof, and except where otherwise controlled by the 50' set back described above, all permanent structures on residential Parcels shall comply with the following minimum setback requirements: the front setback is fifty (50) feet; rear setback is fifty (50) feet; all side setbacks are fifty (50) feet. All permanent structures on all Parcels shall comply with all minimum yard setback

requirements established by the zoning ordinances of Yavapai County as they may be amended from time to time.

**4.10. Commercial Activities.** No hotel, store, multi-family dwelling, boarding house, guest ranch, children's day care, nursing-type facilities, or any other place of business or any commercial activity of any kind, other than home office activities as approved by Yavapai County, and no hospital, sanitarium, or other place for the care or treatment of the physically or mentally sick or for the treatment of disabled animals shall be erected or permitted upon the premises of any residential Parcel, or any part thereof. Commercial Activities may be conducted only on commercial Parcels, if any.

**4.11. Signs.** No advertising signs, billboards, or unsightly objects shall be erected, placed or permitted to remain on any of said Parcels except as may be approved by the Committee or as may be required by law.

**4.12. Parcel Maintenance.** The Owners of all Parcels shall keep the same reasonably clean and clear of weeds and trash, and properly maintain same, so as not to cause unsightly or dangerous conditions, and if such Owner should fail after ten (10) days' written notice from the Association to do so, the Association shall have the right, but not the obligation, to enter upon such Parcel and may cause the same to be cleaned, and charge the actual cost thereof to the Owner of such Parcel and a reasonable administrative fee, except as otherwise prohibited by Arizona law, and said charges shall be a lien against the Property. Each Owner shall maintain all landscaping on the Parcel, and any landscaping within the road right-of-way adjoining the Parcel, except for those areas maintained by the Association.

**4.13. Declarant Drainage.** Certain drainage improvements may be constructed by Declarant in construction of roadways on the Property. Declarant and/or the Association, as the case may be, are hereby granted perpetual easements for drainage of any drainage improvements constructed by Declarant for roadways or other improvements constructed by Declarant.

**4.14. Utility Easements.** All Original Parcels are subject to a public utilities easement for the purpose of permitting installation and maintenance of underground public utilities, and no excavation, planting, fence, building, structure, or other barrier or impediment may be placed by the Owner of any Parcel or permitted to remain at any point of any public utility easements that would restrict the free use and enjoyment of said easement.

**4.15. Trash Containers and Collection.** No garbage or trash shall be placed or kept on any Parcel, except in covered containers. In no event shall such containers be maintained so as to be visible from neighboring property except to make the same available for collection and, then, only for the shortest time reasonably necessary to effect such collection.

**4.16. Disease and Insects.** No Owner shall permit any thing or condition to exist upon any Parcel that shall induce, breed or harbor infectious plant diseases or noxious insects.

**4.17. Air-Conditioning Equipment.** No heating, air conditioning, or refrigeration equipment shall be placed, allowed, or maintained anywhere other than on the ground unless

screened or concealed, as approved by the Committee, in such manner that the screening or concealment thereof appears to be part of the integrated architectural design of the building and does not have the appearance of a separate piece or pieces of machinery, fixtures or equipment.

**4.18. Burning and Incinerators.** No open fires or burning shall be permitted on any Parcel at any time, and no incinerators or like equipment shall be placed, allowed, or maintained upon any Parcel. The foregoing shall not be deemed to preclude the use, in customary fashion, of outdoor residential barbecues, grills or fire pits.

**4.19. Nuisances; Construction Activities.** No odors or loud noises shall be permitted to arise or emit from any Parcel 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. No other nuisance shall be permitted to exist upon any Parcel so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants. Normal construction activities and parking in connection with the building of improvements on a Parcel shall not be considered a nuisance or otherwise prohibited by this Declaration, but Parcels shall be kept in a neat and tidy condition during construction periods, trash and debris shall not be permitted to accumulate, and supplies of brick, block, lumber, and other building materials will be located only within the Parcel boundaries in such areas as may be approved in writing by the Committee. In addition, any construction equipment and building materials stored or kept on any Parcel during the construction of improvements may be kept only within the Parcel boundaries in areas approved by the Committee, which may also require screening of the storage areas. The Committee, in its sole discretion shall have the right to determine the existence of any such nuisance. The provisions of this section shall not apply to construction activities of the Declarant.

**4.20. Fencing.** All fencing shall be constructed in accordance with the ALC Guidelines. Except as may be permitted in a Tract declaration or as otherwise approved by the Committee, no fencing or any other structures may be constructed closer than fifty (50) feet of the Original Parcel boundaries as shown in the Original Recorded Survey of Copperfield.

**4.21. Maintenance of Landscaping and Driveways.** Unless otherwise provided in a Tract Declaration approved by Declarant, each Owner shall be responsible for the proper maintenance of all landscaping in the following locations:

- (a) on the Owner's Parcel (including set back areas), except that in the event the maintenance of any portions of such Owner's Parcel is the responsibility of the Association, a utility, or a governmental or similar authority, then only for so long as such entities are not undertaking such responsibility;
- (b) portions of the Common Areas adjacent to an Owner's Parcel and which are on the Parcel's side of any wall erected on the Common Areas; and,
- (c) public right-of-way area; between sidewalks (or bicycle paths or equestrian trails) and the street curb on the Owner's Parcel, or other public or easement areas adjacent to the Owner's Parcel, except that in the event the maintenance of such areas is the responsibility of the Association, a utility, or a

governmental or similar authority, then only for so long as such entities are not undertaking such responsibility.

As used herein, maintenance shall include but not be limited to keeping the areas neatly trimmed, cultivated and free of trash, and unsightly materials. All lawn areas shall be timely mowed as needed to keep an even, well-groomed appearance and shall be watered and fertilized at such times and in such quantities as required to keep the grass alive and attractive. All trees, shrubs, plants and ground covers shall be timely and properly trimmed (including, without limitation, the removal of dead wood therefrom) according to their plant culture and landscape design and shall be watered and fertilized at such times and in such quantities as required to keep them alive and attractive. Any dead tree, shrub, plant or ground cover shall be removed and replaced immediately. Landscaping may be required to be placed on a Parcel within certain time frames established by the Committee. Each Owner shall maintain in good condition and repair all paved and concrete areas, including driveways, roadways and parking areas, located on the Owner's Parcel. Any Owner who fails to properly maintain the landscaping upon the Parcel, shall be given a reasonable period to conduct such maintenance. In the event Owner fails to provide such landscaping maintenance to such Owner's Parcel, after receiving notice from the Board to do so, the Association is empowered to enter upon the Parcel, conduct the necessary landscaping maintenance, and charge the cost to the Owner. Such charges shall be collected in the same manner as assessments.

**4.22 Antennas and Dishes; Solar Devices.** Except as approved in writing by the Committee, no television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any Parcel or upon any improvements thereon, except that this prohibition shall not apply to Declarant's rights pursuant to Section 4.31 hereof, nor to those antennae specifically covered by 47 CFR Part 1, Subpart S, Section 1.4000 (or any successor provision) promulgated under the Telecommunications Act of 1996, as amended from time to time.

The Association shall be empowered to adopt rules governing the types of antennae that are permissible hereunder, and to establish reasonable, non-discriminatory restrictions relating to location and safety of antennae structures.

No solar heating or cooling equipment or other visible solar device may be installed or erected without approval of the Committee, which shall give due regard to state law restricting the limitation of such devices.

**4.23 Mineral Exploration.** No Parcel shall be used in any manner to explore for, quarry, mine, remove or transport any oil or other hydrocarbons, minerals, gravel, gas, earth or any earth substance of any kind, except in each case as Declarant shall specifically approve. Except for exempt domestic water wells, no well may be drilled or operated on any Parcel unless owned and operated by a city, town or public service corporation and approved by the Board. This provision shall not prohibit the operation of wells on Common Area if approved either by Declarant or the Board.

**4.24 Overhead Encroachments.** No tree, shrub or planting of any kind shall be allowed to overhang or encroach upon any public right-of-way, bicycle path or any other pedestrian way from ground level to a height of thirteen (13) feet, without the prior written approval of the Committee. The Association shall have the right to trim any offending tree, shrub or planting.

**4.25 Trucks, Trailers, Campers, Boats and Motor Vehicles.** Except as may be permitted in a Tract Declaration, ALC Guidelines, Arizona statutes or as authorized in writing by the Committee, no recreational vehicle, motor home, mobile home, trailer, camper shell, detached camper, commercial truck, boat, boat trailer, snow mobile, jet ski or other similar equipment or vehicle may be parked, maintained, constructed, reconstructed, repaired or stored on any Parcel except within a fully enclosed structure approved by the Committee.

**4.26 Health, Safety and Welfare.** In the event uses of, activities on, or facilities upon or within a Parcel are deemed by the Board to be a nuisance or to adversely affect the health, safety or welfare of Owners or Occupants, the Board or the Committee may make rules restricting or regulating their presence.

**4.27 Parcel Coverage.** The percentage of Parcel which may be covered by buildings within a Parcel (as well as the location of such buildings and other improvements on each Parcel) shall be subject to the review and approval of the Committee, as part of the Committee's review of plans for proposed improvements on such Parcel pursuant to this Declaration, but shall in no event violate applicable ordinances and regulations in effect from time to time or impose onerous conditions on any Owner.

**4.28 Duty of Maintenance.** Each Owner shall, at such Owner's sole cost and expense, keep such Owner's Parcel, including buildings, improvements, private drives, easement areas and grounds thereon, in a well-maintained, clean, neat and attractive condition at all times and shall comply in all respects with all governmental health, fire and safety statutes, ordinances, regulations and requirements.

**4.29 Utility Lines and Connections.** All utility wires, lines, pipes, conduits, facilities, connections and installations, including, without limitation, electrical, telephone, cable television, water, gas and sanitary sewer, shall be installed and maintained underground or concealed in, under, or on structures approved in writing in advance by the Committee, except that Declarant, in its discretion, may install or cause to be installed certain overhead utility lines and facilities if made reasonably necessary due to existing overhead facilities. All transformers shall be placed on or below the surface of the Parcel. Temporary aboveground power or telephone structures and water lines incident to construction activities shall be permitted but only with the prior written approval of the Committee.

**4.30 On-Site Grading and Drainage.** No water shall be drained or discharged from any Parcel, or building thereon, except in accordance with: (a) the master drainage study, if any, including any amendments thereto, approved by the appropriate governmental agency(ies) and the Committee (or other drainage study approved by such Committee, if no such master drainage study exists); and (b) grading plans approved by the Committee in accordance with Article 4 and applicable ordinances.



**4.31 No Commercial Use.** No gainful occupation, profession, trade, or other nonresidential use shall be conducted on or in any Parcel except as set forth in this section. The Declarant may maintain sales offices, construction offices and sales models on the Property and an Owner or Occupant may carry on a "Home Occupation" as provided in the ALC Guidelines.

If the Board determines that the Home Occupation violates the provisions of the ALC Guidelines, then the Board shall have the authority to require that the Home Occupation in question cease immediately.

Notwithstanding any provision of this Declaration, Declarant shall not be prohibited from erecting or maintaining on the Property wireless antennas and devices for the transmission or reception of data, communication, sound, video or other signals, whether or not such facilities serve more than just the Property, or may be considered "hub" facilities under the federal Telecommunications Act of 1996, or amendments thereto, or under any regulations or rulings of the Federal Trade Commission. Such activities shall not constitute prohibited activity hereunder.

**4.32 Leasing.** The entire (but not less than all) area of a Parcel may be leased to a Single-Family Tenant from time to time by the Owner, subject to the provisions of this Declaration, any applicable Tract Declaration and the Association Rules.

**4.33 Animals.** Except as may be permitted in a Tract Declaration or as approved in writing by the Committee, in its sole discretion, no animal, livestock, poultry or fowl of any kind other than a reasonable number of generally recognized house pets, shall be maintained on or in any Parcel and then only if they are kept or raised thereon solely as domestic pets and not for commercial purposes. No house pets shall be permitted to make an unreasonable amount of noise or create a nuisance. All permitted pets shall be leashed when not on a Parcel owned by the pet's owner or on which the pet's owner is a Tenant, Guest or invitee. Persons walking pets shall remove the pet's excrement from the Property.

**4.34 Roads/Driveways.** All roads, driveways or other means of ingress or egress to any Parcel shall be constructed according to the road/driveway detail as provided within the ALC Guidelines. All roadways providing ingress, egress and utilities from any original roadway platted and shown on an Original Recorded Survey to an Original Parcel shall require a minimum of fifty feet (50') easement for ingress, egress and utilities, a minimum of twenty feet (20') wide roadway pavement and constructed of a minimum of three inches (3") of asphaltic concrete on six inches (6") of ABC. All interior driveways that access two Parcels or less must be a dust-free, all-weather surface approved by the Committee.

**4.35 Vehicular Non-Access Easement.** There is a Vehicular Non-Access Easement ("VNAE") that impacts certain Parcels or Lots as listed in the Original Recorded Survey and delineated on the Sheets S1 through S5 thereof. The VNAE precludes vehicle access of any type, except as may be otherwise authorized in a written document recorded by Declarant, in its sole discretion.

**4.36 Grazing Rights.** The grazing rights to the Property, along the rights to certain pre-existing registered surface waters, are hereby retained by and for the exclusive use of the grazing tenant of Declarant, along with its successors, assigns and designees. An Owner may fence a Parcel in order to restrict cattle and other livestock from crossing or

grazing on Owner's Parcel or any portion thereof, at which time said reserved grazing rights shall be terminated from the waters and easements thereto. Subject to the terms of this Section and other applicable Association rules and regulations, an Owner may lease all or part of a Parcel for the grazing of livestock to the grazing tenant with the Declarant. If all or part of a Parcel is leased for the grazing of livestock pursuant to this subparagraph, then the provision for the prohibition of livestock with the Parcel found in Paragraph 4.33 herein shall not apply.

**4.37 No Use of Setback Areas.** The areas defined as the fifty feet (50') no-build setback area of each Original Parcel shall remain the real property of each Owner and, except for uses authorized by Declarant, no easement or access is expressed or implied over any such areas.

**4.38 Water Wells.** Except as expressly allowed by Declarant, in its sole discretion, no joint use or shared use of water wells among Parcels shall be allowed.

## **5 ARCHITECTURAL CONTROL COMMITTEE.**

**5.1 Organization.** The Committee shall initially be the Declarant or shall consist of three (3) members appointed by the Declarant. None of the members shall be required to be a Parcel Owner or an architect or to meet any other particular qualifications for membership.

**5.2 Initial Members.** The initial members of the Committee shall be appointed by the Declarant.

**5.3 Terms of Office.** Unless the initial members of the Committee have resigned or been removed by the Declarant or the Board, their terms of office shall expire at the time all Parcels are developed, sold, and recorded, but shall continue thereafter until the appointment of their respective successors. Thereafter, the term of each member of the Committee shall be for a period of three (3) years and until the appointment of his or her successor.

**5.4 Appointment and Removal.** The right to appoint and remove all members of the Committee is vested in the Declarant until such time as the Declarant turns the appointment over to the Board. Thereafter, the right to appoint and remove all members of the Committee shall be vested fully in the Board; provided, however, that no member may be removed from the Committee by the Board except by the vote or written consent of two-thirds (2/3) of all the members of the Board.

**5.5 Application and Approval.** Two (2) copies of the complete plans and specifications of any proposed structure or alteration to a structure and the site location therefor must be submitted to the Committee, together with such fee or fees as the Committee determines in its sole discretion to be reasonable or necessary to defray the cost of its review and the professional evaluation of such plans and specifications, if any. At least one (1) copy of said plans and specifications shall be retained by the Committee. All plans shall include a landscape plan for the front yard area and for the side yard on a corner Parcel. In the event that a written request for such approval is not acted upon within forty-five (45) days after the receipt by the Committee of said request, then such approval will not

be required; provided, however, that no structure may be constructed that conflicts with any specifically delineated restriction contained herein or with any applicable zoning or use law.

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

**5.7 Meetings and Compensation.** The Committee shall meet from time to time as necessary to perform its duties hereunder. The vote or written consent of any two (2) regular members at a meeting, or otherwise, shall constitute the act of the Committee. Members of the Committee shall not be entitled to compensation for their services.

**5.8 Committee Rules.** The Committee may, from time to time, and in its sole discretion, adopt, amend, and repeal by unanimous vote or written consent, rules and regulations. The Rules may set forth the standards and procedures for the Committee review and guidelines for construction architectural design, placement of buildings, landscaping, color scheme, exterior finishes, materials and similar features which are recommended for use within the Property.

**5.9 Liability.** Neither the Committee, nor any member thereof, shall be liable to the Association, any Owner, or to any other person or entity for any damage, loss or prejudice suffered or claimed on account of:

5.9.1 Approval or disapproval of any plans, drawings, or specifications, whether or not defective;

5.9.2 The construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications;

5.9.3 The development of any Property within Copperfield, or any Common Property and Common Area, or any facility thereon; or

5.9.4 The execution and filing of any estoppel certificate, whether or not the facts therein are correct; provided, however, that with respect to the liability of a member, such member has acted in good faith on the basis of such information as may be possessed by the member.

Without any way limiting the generality of any of the foregoing provisions of this Article, the Committee, or any member thereof, may, but is not required to, consult with or hear the views of the Association or any Owner with respect to any plans, drawings, specifications, or any other proposal submitted to the Committee for review.

**5.10 Committee Insurance.** The Committee is authorized to and may, prior to the Transition Date, acquire directors' and officers' insurance or a form of insurance similar thereto, insuring the Committee and its members from claims arising from or relating to Committee conduct authorized herein. Following the Transition Date, the Committee shall acquire insurance.

**6 THE ASSOCIATION, MEMBERSHIP, AND VOTING RIGHTS.**

**6.1 Organization.** The Association is a perpetual nonprofit corporation under the laws of the State of Arizona and is charged with the duties and vested with the powers prescribed by law and set forth in its Articles, Bylaws, and this Declaration. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted to be inconsistent with this Declaration. In the event of the inconsistency between the Articles or Bylaws and this Declaration, this Declaration shall govern.

**6.2 Control of the Association and Maintenance of the Common Property or Common Area.** When the Declarant conveys the Common Property or Common Area to the Association, the Association shall become responsible for the maintenance, repair, operation, and improvement of the Common Property and Common Area and shall be responsible for the payment of all costs in connection therewith, including property taxes, insurance premiums, and all utilities used in connection therewith. Roadway easements shown on the Original Recorded Survey, whether or not conveyed to the Association, shall be maintained and repaired by the Association beginning upon the sale of the first of the Parcels described in this Declaration. Until the Transition Date, Declarant shall maintain the sole control and maintain all rights of construction, maintenance and repair of the roadway easements as shown on the Original Recorded Survey, which may be amended from time to time, in Declarant's sole discretion. Assessments may be made to the Parcel Owners for maintenance of the roadways installed by Declarant, Common Property or Common Area as set forth in this Declaration and in the Bylaws and for any other purposes set forth herein.

Until the Transition Date, or sooner, as authorized herein, the Declarant will retain the function of the Committee. Within thirty (30) days after the Transition Date, a Committee appointed by the Declarant shall assume responsibility for construction review. The number of members of the Committee shall be determined by the Declarant. Notwithstanding the above, the Declarant will complete the entire architectural review process for all dwellings in the design or construction process as of thirty (30) days after the Transition Date. The Declarant may voluntarily (but shall not be required to), at any time transfer construction design review to the Association.

**6.3 Board of Directors and Officers.** Until the Transition Date, all directors and officers of the Association shall be appointed or elected by the Declarant. When all Parcels in the Development have been sold, and if Common Property or Common Area, and any facilities thereon, are owned and/or dedicated to the Association, the Declarant shall notify the Association immediately in writing. The Association shall call a meeting of Members (Owners) for the purposes of taking over the operation, maintenance, and improvement of all Common Property or Common Area, and any facilities thereon. At such meeting, the Owners shall elect, by a plurality of the votes cast, no fewer than three (3) and no more than five (5) persons to the Board of Directors of said Association, all of whom shall be Owners in the Development. Quorum requirements and election of officers of the Association shall be as set forth in the Bylaws. The meeting at which the new Board is elected by the Owners shall be known as the "Transition Date." The newly elected Board shall estimate the expenses necessary to operate, maintain, and improve as desired the Common Property and Common Area, and any facilities thereon, and may include an appropriate reserve if the Board determines there is any Common Property, Common Area,

or facilities thereon, that will require reserve funds for repair or replacement. The Board shall assess equally for the payment of said expenses and reserves, if any, shall set up all necessary procedures for collection and disbursement of said funds.

**6.4 Powers and Duties of the Association.** The Association shall have the following powers herein granted or necessarily implied, which it shall exercise in its sole discretion, construing the powers herein granted and implied to the broadest extent consistent with the best interest of the members:

6.4.1 Employ, by contract or otherwise, a manager or an independent contractor or a professional management company to oversee, supervise, and follow out the express intention and spirit of this Declaration; and

6.4.2 Employ professional counsel and seek advice from such persons and firms such as, but not limited to, landscape architects, recreational experts, architects, planners, biologists, lawyers, accountants; and

6.4.3 Employ or contract for water, area maintenance, and renovation of Common Property or Common Area, including but not limited to roadways, and any facilities thereon;

6.4.4 Borrow and repay monies giving notes, mortgages, or other security inferior to the rights of existing mortgages, if any, upon such term or terms as it deems necessary; and

6.4.5 Create, in its sole discretion, various services and make appropriate charges therefore to the users thereof and/or each individual Owner, in connection with the maintenance and management of the Association's properties, provided that such services shall be available to all Members upon the payment of charges so established, and to avail itself of any rights granted by law without being required to render such services to those members who do not assent to the same charges and to such other rules and regulations as the Association deems proper. In addition, the Association shall have the right to discontinue any service upon non-payment, while the charges remain unpaid, or to eliminate services for which there is inadequate demand or inadequate funds; and be the final judge of all aesthetic matters and acts in its sole discretion without liability to any Member, with the exception of those matters pertaining to architectural control, which shall be the responsibility of the Committee.

6.4.6 To, in its sole discretion, bring suit and settle claims, before and after suit, which bind the Owners and Members.

6.4.7 Impose reasonable monetary penalties on members for violations of this Declaration, the Association bylaws, the ALC Guidelines and/or the Association Rules.

6.4.8 To, in its sole discretion, sell, convey, encumber, dedicate, grant easements or otherwise encumber any Common Property or Common Area while maintaining its use and continued availability to Owners.

**6.5 Power of Attorney.** Whenever the Association is granted rights, privileges or duties in this Declaration, the Board shall have the authority to act for the Association. Further, unless otherwise specifically restricted by the provisions of this Declaration, wherever the Association is empowered to take any action or do an act, including but not limited to action or acts in connection with the Common Property or Common Area, and any facilities thereon, or sale thereof, which may at any time be deemed to require the act of an Owner or Member, the Owners and Members and each of them hereby constitute and appoint the Association as their attorney-in-fact, as may be appropriate, for the purposes of taking such action or doing such acts including but not limited to executing, acknowledging, and delivering any instruments or documents necessary, appropriate or helpful for such purposes. It is acknowledged that this power of attorney is irrevocable and coupled with an interest or by signing a contract for the purchase of a Parcel or by succeeding in any other manner to the ownership of a Parcel, or any interest therein, or a membership in the Association, and that each Owner and Member shall be deemed and construed to have ratified and expressly granted the above power of attorney.

**6.6 The Association Rules.** By a majority vote of the Board, the Association may, from time to time and subject to the provisions of this Declaration, adopt, amend, and repeal rules and regulations to be known as the Association Rules. The Association Rules may restrict and govern the use of the Property, Common Property or Common Area, and any facilities thereon.

**6.7 Personal Liability.** No member of the Board, the Declarant, the Declarant, or any committee of the Association, or any officer of the Association, or any agent of the Board or Association shall be personally liable to any Owner or Member for any act, omission, error, or negligence of the Association, the Board, its agents, or any other representatives or employees of the Association, or any other committee, or any officer of the Association, provided that such person, committee, or agent has, upon the basis of such information as may be possessed, acted in good faith without willful or intentional misconduct.

**6.8 Board Insurance.** The Board is authorized to and may, prior to the Transition Date, acquire directors' and officers' insurance or a form of insurance similar thereto, insuring the Board and its members from claims arising from or relating to Board conduct authorized herein. Following the Transition Date, the Board shall acquire the insurance.

**6.9 Membership.** Every Owner of a Parcel shall automatically be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Parcel (or tract) that is subject to assessment. A membership in the Association shall not be transferred, pledged, or alienated in any way, except upon the sale of a Parcel to a new Owner, or by intestate succession, testamentary disposition, foreclosure of mortgage of record, or other legal process. Any attempt to make a prohibited transfer of membership shall be void and shall not be reflected upon the books of the Association. The Association shall record the proper transfer of ownership upon the books of the Association, thus effecting the issuance of a new membership to a new Owner. It is the responsibility of the new Owner and prior Owner to notify the Association in writing of the purchase of a

Parcel and, prior to such notification, the Association is entitled to rely on its records of ownership.

**6.10 Voting.** Until the Transition Date, only the Declarant shall have voting rights. At all meetings of the Association after the Transition Date, each Parcel Owner shall be entitled to one (1) vote for each Parcel owned. Joint owners shall be deemed one (1) Member and may cast only one (1) vote per Parcel owned. Voting shall be in accordance with the provisions of the Bylaws.

**6.11 Association Finances.** Prior to the Transition Date the Declarant or the Board, and after the Transition Date the Board, shall be entitled to impose and collect assessments and establish reserves, as hereinafter set forth, for the maintenance and replacement of Common Property or Common Areas, or any facilities thereon. No later than one hundred eighty (180) days after the end of each Association fiscal year, the Board shall provide for an annual financial audit, review or compilation of the Association. Owners or Members are hereby given notice that prior to the Transition Date the Declarant will be subsidizing services that the Association is providing. The financial audit, review or compilation shall include a disclosure of the amount by which the Declarant is providing or subsidizing services that the Association is or will be obligated to provide. The audit, review or compilation shall be available upon request to the Owners or Members within thirty (30) days after its completion, and such availability shall constitute notice and disclosure to the Owners or Members of the financial condition of the Association.

**6.12 Reserves.** Any reserves collected by the Association or otherwise shall be deposited in a separate reserve bank account or accounts. The responsibility of the Declarant, Board or Association shall be only to provide for such reserves as they deem reasonable from time to time, and neither the Declarant, Board nor Association shall have any liability to any Owner or Member or to any other person if such reserves prove to be inadequate. In the event that regular assessments are determined to be insufficient to provide for adequate reserves, the Board may initiate a special assessment to accumulate adequate reserves.

## **7 ASSESSMENTS.**

**7.1 Creation of Lien and Personal Obligation of Assessments.** Each Owner of any Parcel by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association:

**7.1.1** Annual assessments or charges relating to or incurred as a result of the upkeep, repair, maintenance, insurance, or improvement of the Common Property or Common Area, and any facilities thereon, and a pro rata share of any and all taxes and assessments paid by the Association relating thereto.

**7.1.2** Special assessments for expenses, maintenance, capital improvements, reserves, payment of taxes, and any other appropriate purpose, such assessments to be established and collected as herein provided.

The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a continuing lien upon the Property against which each such assessment is made to the extent permitted by Arizona statute. Each

assessment, together with interest, costs, and reasonable attorneys' fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

**7.2 Annual Assessment.** Until otherwise determined by the Board, the initial annual assessment for any Parcel shall be the amounts as set forth in the Association Rules. The initial annual assessment may be modified by the Board in the event the Board determines additional funds are necessary to maintain, repair or insure any Common Property or Common Area. The annual assessment for Parcels shall be established by the Board. The annual may be increased each year by not more than twenty percent (20%) over the assessment for the previous year unless otherwise allowed by Arizona law.

**7.3 Special Assessments.** In addition to the annual assessments authorized above, the Board may levy special assessments and/or maintenance assessments for the purpose of defraying, in whole or in part, costs and expenses related to Common Property or Common Area, and any facilities thereon, for reserves and for any other appropriate purpose.

**7.4 Uniform Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate for all similar-type Parcels and may be collected on a monthly, quarterly, semiannual, or annual basis without regard to the acreage of each such Parcel. However, the amount of the assessment of any one (1) year and from year to year may vary between undeveloped, developed, and improved Parcels. Declarant may, in its sole discretion, waive an assessment for a designated definite period of time.

**7.5 Commencement of Assessments.** The annual assessments provided for herein shall commence as to all Parcels on the first day of the month following the conveyance of the first Parcel to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board shall fix the amount of annual assessment against each Parcel at least thirty (30) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board.

**7.6 Effective Non-Payment of Assessment; Remedies of the Association.** Each Owner of any Parcel shall be deemed to covenant and agree to pay to the Association the assessments specified herein and as may be established from time to time by the Association Rules. In the event the Association employs an attorney for the collection of any assessment, whether by suit or otherwise, or to enforce compliance with the terms and conditions of this Declaration, or for any other purpose in connection with the breach of this Declaration, each Owner and Member agrees to pay reasonable attorneys' fees and costs thereby incurred in addition to any other amounts due or any other relief or remedy obtained against said Owner or Member. 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 Association may enforce each such obligation in any manner provided by Arizona law or without any limitation of the foregoing, by either or both of the following procedures:

**7.6.1 Enforcement by Suit.** The Board may cause a suit to be commenced and maintained in the name of the Association against an Owner to enforce each



such assessment obligation. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon at the rate of eighteen percent (18%) per annum from the date of delinquency, court costs, and reasonable attorneys' fees in such amount as the court may adjudge against the delinquent Owner.

**7.6.2 Enforcement by Lien.** There is hereby created a claim of lien, with power of sale, on each and every Parcel within Copperfield to secure payment to the Association of any and all assessments levied against any and all Owners of such Parcels under these restrictions, together with interest thereon at the legal rate from the date of delinquency, and all costs of collection that may be paid or incurred by the Association in connection therewith, including reasonable attorneys' fees. The lien set forth herein may be enforced pursuant to applicable Arizona statute or, should no applicable Arizona statute exist, any such lien may be foreclosed as a realty mortgage or deed of trust pursuant to Arizona law.

**7.7 Declarant Parcels.** Except as may otherwise be provided herein, Parcels owned by the Declarant shall not be subject to assessment under the Declaration until conveyed by the Declarant to another Owner who is not a successor Declarant. The Declarant, however, will be responsible for property taxes on Parcels owned or beneficially owned by the Declarant.

**7.8 Sale or Transfer.** Sale or transfer of any Parcel shall not affect the assessment lien or relieve such Owner or residence from liability for any assessments thereafter becoming due or from the lien thereof, nor shall sale or other conveyance relieve the previous Owner from personal liability for assessments that became due prior to such sale or other conveyance.

**7.9 Non-Use or Abandonment.** No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Property or Common Area, and any facilities thereon, or abandonment of such Owner's Parcel.

**7.10 Subordination.** An assessment lien shall be junior and subordinate to the lien of any institutional lender's first realty mortgage against an Owner's Parcel, and foreclosure of an assessment lien shall not affect or impair the lien of any such institutional realty mortgage. Any institutional mortgage foreclosure purchaser or grantee taking by deed in lieu of foreclosure shall take the Parcel free of the assessment lien and charges that have accrued to the date of issuance of a sheriff's deed or deed in lieu of foreclosure, but shall become subject to the assessment lien and all assessments and charges accruing subsequent to the issuance of a sheriff's deed or deed given in lieu of foreclosure. An institutional lender's deed of trust under this section shall be deemed to have, to the extent permitted under Arizona law, rights and remedies equivalent to those granted above to an institutional mortgagee.

## **8 COMMON PROPERTY OR COMMON AREA AND DRIVEWAYS**

**8.1 Common Property and Common Area.** Until the Transition Date, Declarant shall maintain the sole control and maintain all rights of construction, maintenance and repair of the roadway easements as shown on the Original Recorded Survey, which may be amended from time to time, in Declarant's sole discretion. All areas

designated for use as Common Property or Common Area on the plat, and easements for Common Property and Common Area, as shown on the plat, shall, so long as owned and/or maintained by the Association, be for the use and benefit of all Members of the Association and their Guests and invitees, including Members by virtue of new land added pursuant to this Declaration.

**8.2 Maintenance of Parcels.** Each Owner shall at all times maintain the yard and landscaping thereon and the exterior of the structures thereon in neat and clean condition and repair. Any damage or destruction shall be repaired promptly.

**8.3 Non-Liability.** The Association shall not be liable for any theft, vandalism, disturbance, unauthorized entrance or other similar occurrence, accident, injury, death, or property damage which may take place on any of the Property.

**8.4 Damage or Destruction of Common Property or Common Area by Owners.** In the event any Common Property or Common Area is damaged or destroyed by an Owner or any member of such Owner's family, such Owner hereby authorizes the Association to repair said damaged area, and the Association shall so repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association, in the discretion of the Association. The amount necessary for such repairs shall be paid by said Owner, upon demand, to the Association, and the Association may enforce collection of same in the same manner as provided elsewhere in this Declaration for collection and enforcement of assessments.

**8.5 Association Easement.** An easement over the entirety of the roadway easements or private roadways or Common Property or Common Area is hereby provided for the benefit of the Association in order for it to carry out its duties and responsibilities, including providing necessary utilities and services and providing access for those similar purposes. The Parcels (except for the interior of a residential unit or other buildings) are hereby made subject to the following easements in favor of the Association and its directors, officers, agents, employees and independent contractors:

**8.5.1** For inspection of the Parcels in order to verify the performance by Owners of all items of maintenance and repair for which they are responsible.

**8.5.2** For inspection, maintenance, repair and replacement of the areas and/or facilities maintained by the Association accessible only from such Parcels;

**8.5.3** For correction of emergency conditions in, under or upon or over one or more Parcels;

**8.5.4** For the purpose of enabling the Association, the Board, the Committee or any other committees appointed by the Board to exercise and discharge their respective rights, powers and duties;

**8.5.5** For inspection of the Parcels in order to verify that the provisions of the Declaration are being complied with by the Owners, their Guests, tenants, invitees and the other occupants of a Parcel.

**8.6 Declarant's Use for Sales and Management Purposes.** Declarant shall have the right and an easement to maintain sales and management offices for the purpose of accommodating persons visiting the Property and to maintain advertising, identification and directional signs on the Common Property and Common Area or on the Parcels owned by the Declarant while the Declarant is selling Parcels. Declarant reserves the right to place management offices and sales offices on any Parcels owned by Declarant and on any portion of the Common Property and Common Area as Declarant deems appropriate. In the event of any conflict or inconsistency between this Section and any other provision of this Declaration, this Section shall control.

**8.7 Declarant's Easements.** Declarant shall have the right and an easement on and over the Common Property and Common Area to construct all improvements that the Declarant may deem necessary and to use the Common Property and Common Area, and any Parcels or other property within the Development owned by Declarant, for construction related purposes, including the storage of tools, machinery, equipment, building materials, appliances, supplies and fixtures, and the performance of work respecting the Development. In addition, the Declarant shall have the right and an easement on and over those parts of Parcels adjacent to planned roadways within the Development as may be required to complete construction of said roadways and related Common Property and Common Area. The Declarant shall have the right and an easement upon, over and through the Common Property and Common Area as may be reasonably necessary for the purpose of discharging its obligations or exercising the rights granted to or reserved by the Declarant by this Declaration, including, without limitation, the reasonable use of any Common Property and Common Area for marketing purposes.

**9 RIGHT TO ADD OR WITHDRAW PROPERTIES.** The Declarant shall have the exclusive right to extend from time to time the areas served and maintained by the Association pursuant to this Declaration. Such Additional Properties, when added, may become part of Copperfield in Declarant's sole discretion. Declarant may create other developments that use, access or tie into the Common Property or Common Areas as Declarant may deem appropriate in its sole discretion whether or not such development becomes part of Copperfield. The Declarant shall have exclusive right to remove lands from the Property or Development from time to time, in Declarant's sole discretion as set forth in Section 2.5. Such addition or removal of lands may materially change the character of the Property and may alter, increase or decrease the benefits or burdens of Owner or occupant pursuant to this Declaration.

**10 MISCELLANEOUS.**

**10.1 Interpretation.** The Association, if any, shall have the exclusive right to interpret and construe this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Association's interpretation of the covenants hereunder shall be final, conclusive, and binding upon all persons and upon the premises.

**10.2 Notice of Noncompliance.** The Board may, but shall not be required to, at any reasonable time, inspect a Parcel or improvement and, upon discovering a violation of this Declaration, provide a written notice of noncompliance to the Owner, including a reasonable time limit within which to correct the violation. If an Owner fails to comply within such time period, the Board or its authorized agents may, but shall not be required to,

enter the Parcel and correct the violation at the expense of the Owner of such Parcel, or may take whatever action it deems appropriate, including commencement of an action for specific performance.

**10.3 Enforcement.** Corrective measures shall be initiated by written notice to the Owner by the Board of the condition which requires correction. The Owner shall have a right of hearing and a right of appeal. If the Owner fails to commence and diligently pursue the corrective measures as noticed or finally ordered, the Board may, but shall not be required to, enter, or cause its agent or employee to enter, upon the Parcel and accomplish the corrective measures, and the cost thereof shall be assessed against the Parcel as a special assessment and may be secured by a lien.

**10.4 Performance Deposit for Builders.** After approval of the Committee, but prior to the start of construction, the designated builder/general contractor shall deposit with the Association an amount to be specified by the Board, but not less than Two Thousand Five Hundred Dollars (\$2,500), for each Parcel upon which construction is about to commence.

The full amount deposited shall be refunded to the builder/general contractor upon completion of construction, less the amounts, if any, deducted for any fines imposed by the Association for failure to observe and abide by any requirements set forth in this Declaration or in any guidelines provided by the Association. The Association shall provide a current copy of the Declaration and any such guidelines to the builder/general contractor upon payment of the deposit, or earlier upon request.

The Board may establish or revise a schedule of fines from time to time, but generally fines will range from Fifty Dollars (\$50) to Two Hundred Fifty Dollars (\$250) for each offense. The Association may, in its sole discretion, elect to issue an initial verbal warning, and impose fines only if a violation is repeated or continues following such warning.

Should the amount of fines for a given Parcel exceed the builder's deposit, the difference will be charged to the Owner as a special assessment on the Parcel. Further, in such event, the Association shall advise the Owners of any undeveloped Parcels that the builder/general contractor in question failed to observe the contractor guidelines, and suggest that said Owners may wish to consider retaining a different builder/general contractor when they construct their future homes.

**10.5 Severability.** Invalidation of any of these covenants or restrictions by judgment or court order shall in no ways affect any other provisions, which shall be in full force and effect.

**10.6 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 perpetuities start to run on the challenged interest; the "lives in being" for computing the period of perpetuities shall be (a) those that could be used in determining the validity of the challenged interest, plus (b) those of the issue of the Board who are living at the time the period of perpetuities starts to run on the challenged interest.

**10.7 Waiver.** The Declarant may, at any time prior to the Transition Date, and the Board and/or the Committee, may waive, at their sole discretion, any requirements of this Declaration. Such waiver may materially change the character of the Property and may alter, increase or decrease the benefits or burdens of Owner or occupant pursuant to this Declaration.

**10.8 Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land until December 31, 2030, after which they shall be automatically extended for successive periods of ten (10) years. Except as otherwise expressly provided herein, the Declarant may, at any time prior to the Transition Date, amend this Declaration, which amendment may materially change the character of the Property and may alter, increase or decrease the benefits or burdens of Owner or occupant pursuant to this Declaration. After the Transition Date, the Owners, by a vote of sixty-seven percent (67%) of the Owners, either in person or through a written consent, may amend this Declaration except as hereinafter provided. No amendment to the Declaration shall affect the rights, exclusions, or exemptions granted to the Declarant without the Declarant's prior written consent, which consent shall be granted or withheld at the sole discretion of the Declarant. No amendment may be made that allows for the right to amend this Declaration as it pertains to the rights, exclusions, or exemptions granted to the Declarant without the Declarant's prior written consent, which consent shall be granted or withheld at the sole discretion of the Declarant. Any amendment shall be signed by the Declarant or its successors or by the president of the Association and must be recorded. Except as otherwise set forth herein, the Association may not be dissolved unless some other entity has agreed to assume the operation and maintenance responsibility of the Association.

**10.9 Statutory Amendments.** The Association and/or this Declaration may be governed by certain laws, statutes or other governmental regulations (collectively referred to as Governmental Regulations). In the event that any portion of a provision of this Declaration is in violation of a current or future Governmental Regulation, such portion of the provision shall be interpreted as being modified to comply with such Governmental Regulation as though correctly set forth herein and neither the Declarant, Board nor Association shall have any duty to record an amended declaration.

**10.10 Violations and Nuisances.** Every act or omission whereby any provision in this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by the Declarant, the Association, or any Owner or Owners of Parcels within the Development. However, any other provision to the contrary notwithstanding, only the Declarant, the Association, or the Committee, or the duly authorized agent of any of them, may enforce by self-help any of the provisions of this Declaration. The failure to enforce any breach or violation of any of the provisions of this Declaration shall not constitute an abandonment or waiver of any right to enforce such provision in the future or of any of the other covenants herein set forth.

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

**10.12 Remedies Cumulative.** Each remedy provided by this Declaration is cumulative and not exclusive.

**10.13 Delivery of Notices and Documents.** Any written notice or other documents relating to or required by this Declaration may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered forty-eight (48) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the last known address or addressee.

**10.14 Reference to Covenants in Deeds.** Deeds to and instruments affecting any Parcel or any part of the Development may contain the covenants 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 covenants shall be binding upon the grantee-Owner or other person claiming through any instrument and the all heirs, executors, administrators, successors, and assigns.

**10.15 Declaration.** By acceptance of a deed, or by acquiring any ownership interest in any of the Development, each person or entity, for himself or itself, his or its heirs, personal representative, successors, transferees, and assigns, binds himself or itself, his or its heirs, personal representatives, successors, transferees, and assigns, to all of the provisions, restrictions, covenants, conditions, rules, and regulations now or hereinafter imposed by this Declaration and any amendments thereof. In addition, each person or entity by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and care of the property covered thereby, and hereby evidences that his or its interest in all of the restrictions, conditions, rules, and regulations contained herein shall transfer with the land and be binding on all subsequent and future owners, grantees, purchasers, assignees, and transferees thereof. Furthermore, each such person or entity fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive, and enforceable by the various subsequent and future Owners.

**10.16 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.

**10.17 Captions and Titles.** All captions, title, or headings in this Declaration are of 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.

IN WITNESS WHEREOF, Declarant and Declarant have executed this Declaration as of the  
19<sup>th</sup> day of May, 2020.

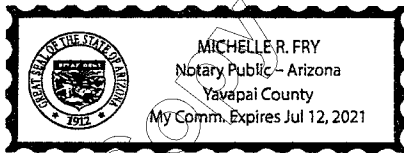
COPPERFIELD LAND COMPANY, LLC, an Arizona  
limited liability company,

By  \_\_\_\_\_

Jason J. Gisi, Manager

STATE OF ARIZONA        )  
  ) ss.  
County of Yavapai        )

On this 19<sup>th</sup> day of May, 2020, before me personally appeared Jason J. Gisi who acknowledged himself to be a manager of **Copperfield Land Company, LLC**, an Arizona limited liability company, and that he, being authorized so to do, executed the foregoing Declaration of Covenants, Conditions and Restrictions for Copperfield for the purpose therein contained.



Michelle R Fry  
Notary Public