



323359

RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
JENSEN MANOR

This Declaration of Covenants, Conditions and Restrictions (hereinafter the "Declaration"), made this 7<sup>th</sup> day of August, 2003, by DUSTY DEVELOPERS, LLC, an Arizona limited liability company (hereinafter the "Declarant").

WHEREAS, Declarant is the Owner of real property in Coconino County, Arizona (hereinafter the "Property") legally described on Exhibit "A" attached hereto and shown on the Subdivision Plat recorded in Case 9, Maps 6 and 6A, records of Coconino County, Arizona, ~~attached as Exhibit "B"~~.

NOW, THEREFORE, Declarant declares that the Property is and shall be held, conveyed, encumbered, leased and used subject to the following covenants, conditions and restrictions which are for the purpose of enhancing and protecting the value of the Property. The covenants, conditions and restrictions set forth herein shall run with the Property; shall be binding upon all persons having any interest in the Property; shall inure to the benefit of and be binding upon Declarant, its successors, each Owner and their successors; and may be enforced by Declarant or its successors, by any Owner or their successors, or by any entity having an interest in the Property.

ARTICLE I. DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases shall have the following meanings:

"Assessments" means the Annual Assessment and any Special Assessments.

"Assessment Lien" means the lien created and imposed by Article IX hereof.

"Association" means Jensen Manor Homeowners Association, Inc., an Arizona non-profit corporation, its successors and assigns.

"Board" means the Board of Directors of the Association.

"Common Maintenance Areas" mean those areas within the subdivision which are designated on the final plat of Jensen Manor as being utility easements, roadways and/or roadway easements, along with drainage and detention easements. Maintenance of the roadways shall be the obligation of the Association as set forth in Article VI. Ownership and control of all easements shall be vested in the Declarant until transferred to the Association pursuant to Article VII.

"Declarant" means Dusty Developers, LLC, its heirs, successors, or assigns.

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

"Dwelling Unit" shall mean the structure constructed on a lot, designated to be used as a place of residence.

"Improvement" or "Improvements" shall mean any and all alterations of the land, other than interior modifications of existing structures, including, but not limited to, outbuildings, ramadas, garages, guest houses, servant's quarters, swimming pools, walls, fencing, stables, landscaping and driveways, whether intended to be temporary or permanent.

"Lot" shall mean those parcels of real property shown on the recorded subdivision plat.

"Member" means a lot owner in the Subdivision and a member of the Association.

"Owner" shall mean (1) the record Owner, whether one or more persons of legal title in the fee simple of any Lot, or (2) the purchaser of a lot under a recorded executory contract for the sale of real property. The foregoing does not include persons who hold an interest in a lot as security for the performance of an obligation, or a lessee or tenant, or a purchaser under an executory contract of sale which has not "closed" and been recorded in the Office of County Recorder of Coconino County, Arizona.

"Person" shall mean an individual or any other entity with the legal right to hold title to real property.

"Plat" shall mean the results of survey for Jensen Manor attached hereto as Exhibit "B".



"Property" or "Subdivision" shall mean Jensen Manor, as described on the Plat recorded in the Office of the Coconino County Recorder.

**ARTICLE II. OWNERSHIP AND PERMITTED USES**

a) The subject property has 13 lots. Where the lots share a common boundary with an adjacent lot, the improvements shall share a common wall which shall have the common lot line as its centerline. Each lot and its corresponding improvements may be transferred, assigned, leased, pledged or otherwise dealt with as any real property, subject to these restrictions.

b) The maintenance and use of the road, drainage improvements, and common easements shall be controlled by the Association.

c) Each of said lots are hereby restricted to use as a dwelling (with garage) for residential use by one family only.

d) Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible (during the period of construction and sale of such dwellings on the properties) for Declarant to use all property areas and to maintain such facilities as, in the sole discretion of the Declarant, may be reasonably required, convenient or incidental to the construction and sale of such dwellings, including with out limitation, a business office, storage area, construction yards, signs, model units and sales offices.

e) No animals, fish or fowl of any kind shall be raised, bred or kept on any of said lots, provided, however, that ordinary domestic dogs and cats will be permitted so long as (1) such cats and dogs are kept within the boundaries of the lot of their owner and do not offend or annoy other lot owners, (2) such pets are not kept, bred or maintained for any commercial purpose, and (3) no kennels, pens, similar structures or enclosures are constructed or maintained upon any of said lots except with specific prior written permission and approval of the Association or its designee.

f) No advertising signs, billboards, or objects determined to be unsightly by the Association shall be erected, placed or permitted to stand upon any of said lots, provided, however, that (1) the Developer reserves the right to place directional or promotional signs upon any of said lots in connection with its development and sales program, and (2) a person desiring to sell a lot may place one "For Sale" sign upon said lot which shall not be over four (4) square feet and not higher then four (4) feet.

g) No business, professional, commercial activities of any kind whatsoever shall be conducted on any portion of any lot or the properties if such business results in any noticeable customer or employee traffic unless approved by the



Association. Such approval shall not be valid for more than one year but may be renewed if Association approval is obtained. This provision shall not apply to Developer until the completion of construction and sale of dwelling upon all of the lots.

h) No outside speakers, amplifiers or other sound producing equipment shall be permitted to be installed or maintained on any lot. No open fires or burning shall be permitted on any part of the properties and no incinerators or like shall be placed, allowed or maintained upon any lot. The foregoing shall not be deemed to preclude the use in customary fashion of outdoor barbecues or grill, unless such use is prevented or restricted by fire protection rules or regulation.

i) No tanks of any kind, elevated above the surface of the ground or visible in any manner shall be erected, placed or permitted on any of said lots. Any antenna must be approved by the Association and shall be limited to ordinary size and style of TV antennas. No satellite signal receiving dishes shall be allowed except as may be specifically authorized by the Association. No antenna "towers" shall be allowed. All rubbish, trash or garbage shall be kept in closed containers at the designed areas of the subdivision and not allowed to accumulate on any of said lots. Woodpiles shall be fully within the boundaries of a lot and shall not preclude the use of the garage or parking stall for two vehicles. Incineration of rubbish, trash, garbage or vegetation shall not be permitted.

j) No housetrailer, mobile home, motorized motor home, camper, truck, tent, trailer, boat or bus or similar facility or vehicle shall be at any time lived in on any of said lots, parking spaces or streets. Nor shall any vehicle, equipment, furniture or other objects be repaired, modified or otherwise worked on at any time upon any of said lots, parking spaces or streets. Any boat, unattached camper, trailer, snowmobile or equipment must be kept within the owner's garage and not on the street, parking space, and not in any yard area. No vehicle may be parked anywhere other than in a designated parking a space or garage. No vehicle will be allowed to park within the subdivision, except while rendering services, unless such vehicle is capable of being parked in a garage with the door closed.

k) No noxious or offensive activity may be carried on or permitted on any part of the properties, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, including without limitation annoying or offensive sounds or odors. No hazardous activities shall be conducted upon any part of the properties, not shall nay improvements or conditions which are unsafe or hazardous to any person or property be permitted.

l) No boarders or renters of a portion of any of said lots shall be permitted. No fraternity nor sorority nor other group or association shall use any lot as



its residential headquarters. However, this paragraph shall not preclude the rental of an entire unit for single family use.

m) No lot owner shall maintain any flammable materials or otherwise use his lot in a manner which would create a fire danger.

n) Electric, telephone, water, sewer, cable television and other utility lines (used for the general benefit of the lot owners) and other utility or service lines of every kind of character (whether or not hereafter invented or used) shall be placed and kept underground up to the walls of the buildings on the premises (except to the extent, if any, such underground placement may be prohibited by law or, by the nature of the service to be rendered, such underground placement prevents the lines from being functional).

o) Any remodeling, painting, guttering or other changes in the exterior appearance of any unit shall only be done after the approval of the Association. No garage may be converted to a living area.

### ARTICLE III. LANDSCAPING

The initial landscaping in the Common Area Easements shall be provided by Declarant. Thereafter, each lot owner shall be responsible for maintaining such landscaping located on their respective lots. Specifically, each lot owner shall be responsible for watering and maintaining the landscaping from the front of their house to the street. All perimeter lots shall additionally be responsible for watering and maintaining the landscaping in the side buffer zones. In the event a lot owner fails to maintain such landscaping, the Association may enter upon the lot owner's property for the purpose of maintaining such landscaping. Any charges incurred by the Association shall be charged to the lot owner and, if not paid within ten days, will be a lien recordable against the lot owner's property.

### ARTICLE IV. REMOVAL OF TREES

Except for trees removed during the construction of original improvements, no tree may be removed at any time from any lot.

### ARTICLE V. COMMON WALLS

a) Each wall that lies on a common lot boundary line of any two lots shall be considered a "common wall".

b) In the event any such common wall is damaged or destroyed through the act of one adjoining owner, or any of his guests, tenants, licensees, agents or



members of his family (whether or not such act is negligent or otherwise culpable) so as to deprive the other adjoining owner of the full use and enjoyment of such wall, then the first of such owners shall forthwith proceed to rebuild and repair the same to as good condition as formerly, without cost to the adjoining owner.

c) In the event any such common wall is damaged or destroyed by some cause other than the act of one of the adjoining owners, his agents, tenants, licensees or guests or family (including ordinary wear and tear and deterioration from lapse of time), then in such event, both such adjoining owners shall proceed forthwith to rebuild or repair the same to as good condition as formerly, at their joint and equal expenses.

d) No lot owner shall allow any machinery or appliance nor any sound producing equipment to be placed against or near any common wall so as to disturb the adjoining owner's peaceful enjoyment of his property.

e) The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

f) In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

#### ARTICLE VI. MAINTENANCE AND REPAIRS

a) Each lot owner shall provide exterior maintenance for the improvements upon each owner's lot so far as the painting, repair and replacement of roofs, decks, railings, and exterior building surfaces. Each owner shall be responsible to prevent ice dams on a roof surface and shall be responsible for ice and snow removal within his lot.

b) The Association shall have the responsibility for the maintenance, cleanliness and safety of the road and common area easements.

c) The Association shall provide for snow removal from the streets within the subdivision. Should the Association fail to provide for adequate snow removal, maintenance or other matters and the city of Flagstaff determines that a hazard to the residents of the area exists because of such failures, then the City of Flagstaff shall notify the Association and give it five (5) days to remedy the problem. If the Association fails to remedy the hazard, then the City may take such steps as necessary and assess the property owners for the costs incurred in accordance with their proportionate share of ownership. If the hazard is of such a nature so as to create an



immediate danger to the safety of the residents, then the City may take the necessary measures to remedy the danger, without notice, and assess the owners as provided above. If the owners fail to pay the city's assessments within thirty (30) days, then the City shall have the right to enforce such payment in the same manner as a property tax lien.

d) Each lot owner shall be responsible for the timely removal of snow and ice from the sidewalk in front of his lot.

e) The Association shall acquire liability insurance for the road and common area easements only. Each lot owner shall acquire its own personal liability and fire insurance regarding building improvements, personal property, building contents and accidents occurring on the lot owner's property or driveway.

f) As stated in the Affidavit of Plat Correction recorded July 31, 2003 at Instrument 3214980, records of Coconino County, the Association shall be responsible for the operation, maintenance and liability for all detention facilities, and the City of Flagstaff may periodically inspect said detention facilities to verify that regular maintenance activities are being performed adequately.

g) The 24.00 foot wide private ingress/egress easement shown on the final plat, and as amended in the Affidavit of Plat Correction recorded July 31, 2003 at Instrument 3214980, records of Coconino County, shall also serve as a drainage and underground detention easement.

#### ARTICLE VII. MEMBERSHIP IN HOMEOWNERS ASSOCIATION

a) All rights, duties, and obligations described herein shall be vested in the Declarant until such time as one hundred percent (100%) of the lots in the subdivision have been sold or until Declarant shall, in writing, voluntarily transfer control of the Association, whichever comes first. At such time, the Declarant shall appoint a Board of Directors for the Association consisting of three (3) persons, and control shall thereafter be vested in the Association. The Association shall have all rights and powers prescribed by law, provided that all acts shall be consistent with the provisions of this Declaration and shall be necessary, desirable, or convenient for effectuating the purposes set forth herein.

b) The affairs of the Association shall be conducted pursuant to the Bylaws of the corporation.

c) By a majority vote of the Board, the Association may, from time to time, adopt, amend and repeal nondiscriminatory Association Rules not inconsistent with this Declaration, as the Board deems necessary or convenient to carry out the



intents and purposes of the Declaration and the duties of the Board including Association Rules establishing charges for services and copies provided by the Association pursuant to this Declaration.

d) Every owner of a lot in this subdivision shall be a member of the Jensen Manor Homeowners Association. Membership shall be appurtenant to any and may not be separated from ownership of any lot. Any conveyance (except a lease) of any lot shall be an implied conveyance of the seller's interest in the Association and an implied conveyance of seller's equitable and beneficial interest in the property which the Association owns as trustee for the lot owners.

e) Each owner, including the Declarant, shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members in the Association. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

f) After 100% of the lots have been sold, control shall transfer to the Association at a meeting of lot owners scheduled by Declarant.

#### ARTICLE VIII. ARCHITECTURAL CONTROL

Except for structures erected during the construction of the original improvements, no structure, building, fence, wall or other improvement shall be erected upon any lot or other portion of the subject property.

#### ARTICLE IX. ASSESSMENTS BY THE HOMEOWNERS ASSOCIATION

a) The Declarant, for each lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made and any other legal or equitable interest of that lot owner in any property located in this subdivision. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of a lot at the time when the assessment became due. The Association shall not be obligated to spend in any year all the sums received by it in such year (whether by way of annual or special assessments, fees or otherwise) and may carry forward as surplus any balances remaining (rather than apply such surplus to reduction of the annual assessment in





future years) in such amounts as the Association, in its discretion, may determine to be desirable for the greater financial security of the Association.

b) The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the subdivision and for the improvement and maintenance of the roadway and easements in the subdivision and for the payment of any taxes, assessments or premiums or other operating expenses owed by the Association.

c) An annual assessment amount shall be established by the Association on the second Tuesday in January of each year, or as soon thereafter as the Association can meet and decide. The initial annual assessment shall be \$180.00 per year, payable at the rate of \$15.00 per month. The foregoing assessments shall remain at those amounts until changed by the Association. Each assessment shall be paid monthly payable on the first day of each month. Notices of changes in the assessments will be mailed to each lot owner as his address appears on the records of the Coconino County Assessors or at such address as he shall designate.

d) A lot owner shall become obligated to begin paying the assessment at such time as control transfers from Declarant to the Association pursuant to Article VII below. The assessment shall be pro-rated if it first accrues after the first day of any month.

e) In addition to the assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the costs incurred in that assessment year if the intent and purpose of such assessment is consistent with the purpose set forth above.

f) Any assessment not paid within thirty (30) days after the due date shall accrue a late charge of 5% of the amount due per month. The Association may bring an action at law against the owner personally obligated to pay the same, and/or foreclose the lien against the lot pursuant to Arizona law pertaining to foreclosure of realty mortgages. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his lot. The proceeds of a judicial sale following the foreclosure of such assessment lien shall first be paid to discharge court costs, other litigation costs including but not limited to reasonable attorney's fees, all interest accruing thereon, and all other expenses of such sale and then to the unpaid assessments. Any balance of proceeds after satisfaction of such amounts and shall other amounts due shall be paid to the lot owner, and the lot owner may redeem such lot after the foreclosure sale as provided by law.



g) The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceedings in lien thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

h) The annual assessment may be increased by the Board of Directors if such increase will not exceed 10% percent. Any increase in the annual assessment in excess of 10% percent or any special assessment requires the approval of two-thirds of the lots represented in person or by proxy at a duly noticed meeting for such purpose.

i) Written notice of any meeting called for the purpose of taking action authorized under this Article shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies representing sixty percent of all lots shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be held more than 60 days following the preceding meeting.

**ARTICLE X. EASEMENT TO ASSOCIATION, PUBLIC AND EMERGENCY VEHICLES**

a) All lot owners hereby grant an easement to the Association to come upon their respective lots for the purpose of repair and general maintenance of the Association road and easements. This easement shall be limited to the exterior of any building on any lot.

b) In the event of any act or condition pertaining to fire danger which poses immediate danger or hazard to any other owners of lots, the Association or any owner shall have the right to go upon such lot without notice and take such action as may be necessary to alleviate such dangerous or hazardous condition, and any expenses thereby incurred by the other lot owner, Developer, or the Association shall become a lien upon such lot which may be foreclosed in the manner provided for above.

c) The employees of the City of Flagstaff are hereby granted an easement to travel on the streets within this subdivision for the purpose of trash removal, inspections, utility maintenance and other legitimate City functions. Any authorized emergency personnel or peace officer may use the streets in response to purported need.

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## ARTICLE XI. ENFORCEMENT

The Declarant, Association or any lot owner, or any combination thereof may, in addition to any other remedy available at equity or law, prosecute an action for injunctive relief, specific performance, damages, a judgment for payment of money and collection thereof, or the appointment of a receiver to take possession of the improvements upon such lot. By the acceptance of a deed to any lot, or by signing a contract or agreement for the purchase of the same, the Association and each lot owner does hereby agree that in addition to the relief prayed for in such action, the defaulting owner shall be liable for all court costs and reasonable attorney's fees incurred in the prosecution of such action. Failure by anyone to enforce any condition, restriction, covenant or charge herein contained shall not constitute a waiver of the right to do so thereafter.

## ARTICLE XII. GENERAL TERMS

a) All covenants in these Restrictions are intended to and shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, and are intended to and shall be binding upon any present or future owner of any interest in and to said property.

b) The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or enforceability of any one provision shall not effect the validity or enforceability of any other provision hereof.

c) These provisions shall be for the benefit of and be binding upon the heirs, legatees, devisees, executors, administrators, guardians, conservators, successors, purchasers, lessees, donees, grantees, mortgages, lienors, and assigns of and from the parties hereto.

d) Each property owner specifically waives any right to a partitioning of the common property by division of the property or liquidation.

## ARTICLE XIII. AMENDMENTS

a) These covenants, conditions and restrictions shall remain in effect for a period of 20 years. They shall then be automatically renewed for ten years successive periods in their form at the end of each period unless no more than 60 days before the end of each period a notice of termination is recorded in Coconino County signed by the authorized representative of seventy-five percent of the lots in the subdivision.



b) These covenants, conditions and restrictions may be amended at any time by the Association at any meeting where all lot owners are mailed written notice of said meeting at least 20 days in advance; where the proposed amendment is set forth in the notice and is in substantially the same form as later adopted and where the amendment is approved by three-fourths of the lots represented at said meeting. However, any provisions regarding the rights of the City of Flagstaff shall not be modified or deleted without the consent of the City of Flagstaff.

c) These covenants, conditions and restrictions may not be amended so as to apply to less than all lots or so as to apply differently to different lots without the unanimous consent of all lot owners within the subdivision.

#### ARTICLE XIV. PROPERTY RIGHTS

Every owner shall have a right and easement of enjoyment in and to the road and common area easements, which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

a) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid.

b) Right of the Association to dedicate or transfer all or any part of the road and common area easements to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by persons representing seventy-five percent of the lots have been recorded.

c) Any owner may delegate his rights of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

IN WITNESS WHEREOF, the foregoing was signed on the date and year first written above.

DUSTY DEVELOPERS, LLC

By Cindy Tew  
Cindy Tew, Managing Member

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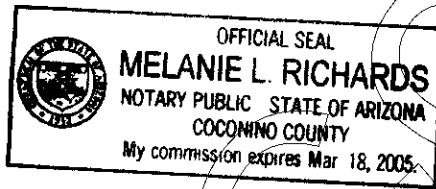
STATE OF ARIZONA )  
 ) ss.  
County of Coconino )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of August, 2003, 2003, by Cindy Tew, Managing Member of DUSTY DEVELOPERS, LLC, an Arizona limited liability company, being duly authorized to so do.

*Melanie L. Richards*  
Notary Public

My Commission Expires:

3/18/05



When recorded mail to:

Tony S. Cullum  
14 E. Dale Ave.  
Flagstaff, AZ 86004

The attached Restated Declaration of Covenants, Conditions, and Restrictions for Jensen Manor is being re-recorded to supercede and replace the Declarations previously recorded June 12, 2003 at Instrument No. 3205540, records of Coconino County, Arizona. As of the date of recording of the Restated Declaration of Covenants, Conditions, and Restrictions, all property subject to said declaration is owned by the Declarant, Dusty Developers, LLC, an Arizona limited liability company.

Dusty Developers, LLC

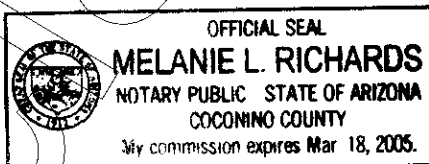
By Cindy Tew  
Cindy Tew, Managing Member

STATE OF ARIZONA     )  
  ) ss.  
County of Coconino     )

The foregoing was acknowledged before me this 7<sup>th</sup> day of August, 2003, by Cindy Tew.

Melanie L. Richards  
Notary Public

My Commission Expires  
3/18/05



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**EXHIBIT A**

Order Number: 323359

**LEGAL DESCRIPTION**

Lots 1 through 13, inclusive, Jensen Manor, according to Case 9, Maps 6 and 6A, and Affidavit of Plat Correction recorded in Instrument No. 3214980, records of Coconino County, Arizona.

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Legal Description - Page 1



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When recorded mail to:

Tony S. Cullum  
14 E. Dale Ave.  
Flagstaff, AZ 86004

AMENDMENT TO  
RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
JENSEN MANOR

323359

This Amendment is made this 18th day of February, 2004, and amends those certain Restated Declaration of Covenants, Conditions and Restrictions (CC&Rs) for Jensen Manor recorded August 7, 2003 at Instrument No. 3216461. At the time of this Amendment, the undersigned Declarant is the owner of all property within Jensen Manor. The Restated CC&Rs are amended as follows:

1. Article II (e) is amended as follows:

No animals, fish or fowl of any kind shall be raised, bred or kept on any of said lots, provided, however, that ordinary domestic dogs, cats, fish, birds, will be permitted as pets so long as (1) such dogs and cats are kept within the boundaries of the lot of their pet owner and do not offend or annoy other lot owners; (2) such birds and fish are kept indoors and do not offend or annoy other lot owners; (3) such pets are not kept, bred or maintained for any commercial purpose, and (3) no kennels, pens, cages, or similar structures or enclosures are constructed or maintained upon any of said lots except with the specific prior written permission and approval of the Association or its designee.

2. Article II (l) is amended as follows:

No fraternity or sorority nor any other group or association shall use any lot as its residential headquarters. However, a lot may be rented as an entire unit for single family use as per City of Flagstaff zoning requirements. It is the intent of this paragraph



to allow one non-related family member (roommate) to rent a portion of any unit from the owner as long as the remainder of the unit is occupied by the owner and/or the owner's family.

3. Article VI (e) is amended as follows:

The Association shall acquire and maintain liability insurance for the road and common area easements only. Each lot owner must acquire its own personal liability and fire insurance covering the building unit, personal property, building contents and accidents occurring on the lot owner's property or driveway. Proof of said insurance must be provided to the Declarant or Association upon close of escrow of any lot. The policy of insurance must provide that the Declarant or Association will be given thirty (30) days written notice prior to cancellation or termination of said policy. In the event a building unit is destroyed or partially destroyed by fire, the lot owner must use the insurance proceeds to immediately rebuild the building unit.

4. In all other respects the Restated Declaration of Covenants, Conditions, and Restrictions described above shall remain in full force and effect.

IN WITNESS WHEREOF, the foregoing was signed on the date and year first above written.

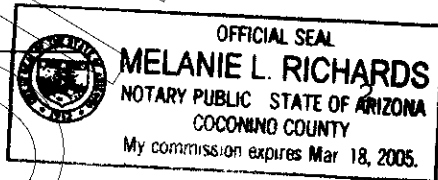
DUSTY DEVELOPERS, LLC

By Cindy Tew  
Cindy Tew, Managing Member

STATE OF ARIZONA )  
                                  ) ss.  
County of Coconino )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of February, 2004, by Cindy Tew, Managing Member of DUSTY DEVELOPERS, LLC, an Arizona limited liability company, being duly authorized to so do.

My Commission Expires: Melanie L. Richards  
Notary Public



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