



him/herself or itself, his/her heirs, personal representatives, successors, transferees and assigns, binds him/herself or itself, his/her heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules, and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the development, sale, lease and use of the Property and hereby evidences his/her interest that all the restrictions, conditions, covenants, rules and regulations contained in this Declaration shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees, lessees and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the Association and all Owners. The Association, its successors, assigns and grantees, covenants and agrees that the Parcels and the membership in the Association and the other rights created by this Declaration shall not be separated or separately conveyed, and each membership 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. This Declaration shall replace and supersede any previous Declaration of Covenants, Conditions and Restrictions recorded against the Property.

## 1. DEFINITIONS

As used herein, the following terms have the following meanings:

A. **“Association”** means the South Rim Property Owners Association, an Arizona nonprofit corporation, as referred to in Paragraph 2 of this Declaration, and its successor and assigns.

B. **“Bona Fide First Deed of Trust”** means any deed of trust or realty mortgage, or agreement for sale made in good faith and for value and properly executed and recorded so as to create a lien on any Parcel or Parcels that is prior to the lien of any other deed of trust or realty mortgage.

C. **“Declaration”** means this Amended and Restated Declaration of Covenants, Conditions, and Restrictions.

D. **“Declarant”** means Transnation Title Insurance Company, an Arizona corporation, as Trustee, Trust No.7325 acting on behalf of Arizona Land and Ranches, Inc., an Arizona corporation. The rights and responsibilities of Declarant hereunder shall be exercised and a carried out by Arizona Land and Ranches, Inc.

E. **“Grazing Lessee”** is any current person or entity holding the lease to the grazing rights in Section 3 (P) herein, along with the rights to certain “pre-existing” registered surface waters, certain grazing-related facilities and their implied easements situated on the Property as located and defined on the Record of Survey.

F. **“Owner”** shall mean and refer to the owner of record, whether one or more persons or entities, of fee or equitable or beneficial title to any Parcel. Owner shall include the purchaser of a Parcel under an executory contract for purchase. The foregoing definition does not include persons or entities that hold an interest in any Parcel solely as security for the performance of an obligation.

G. **“Parcel” or “Parcels”** means a portion of the Project intended for independent ownership and use and designated as a Parcel on a Record of Survey, either individually or collectively as the case may be, and such divisions thereof as provided for herein and allowed by law.

H. **“Property” or “Project”** means the real property described on Exhibit “A”, attached to this Declaration, together with all improvements located thereon. The Property is comprised of the “South Rim Ranch” Property.

I. **“Perimeter Fencing”** means a fence that is intended to provide full or partial enclosure of a property along or near the property boundary lines.

J. **“Record of Survey”** means all of the records of survey and/or plats set forth in Exhibit “A” and any amendments, supplements or corrections thereto.

K. **“Livestock”** shall mean all animals that are used as (or which are the sources of) agricultural commodities, including but not limited to, cattle (beef or dairy), bison, equines (all horses, mules, burros, and asses), sheep, goats, swine (excluding feral pigs), camelids and ratites.

L. **“Dwelling”** shall mean any building, including, but not limited to, manufactured or mobile home, or portion of a building, situated on a Parcel and designed and intended for independent ownership and for use and occupancy as a residence.

## 2. **PROPERTY OWNERS ASSOCIATION**

A. The Property shall be governed by the Association. The purpose of the Association is:

(1) To maintain and improve; (a) the roadways (including snow removal), gates, fences and roadway drainage facilities located on or within the Property; (b) any Association-installed structures located on or within the Property, including but not limited to, water tanks, culverts, signs installed within easements on the Property; and (c) any other common areas benefiting the Property and maintained by the Association.

(2) To maintain and improve roadways on land not within the Property that lie within public or private easements, but only if such roadways provide access to the Property from highways and roads maintained by public funds. Nothing stated in subpart 2.A(2) shall be construed to require the Association to maintain the roadways described in that subpart.

(3) The Association may employ or contract for maintenance of roadways and assess members for the cost thereof.

**B.** Each and every Parcel Owner; in accepting a deed or contract for any Parcel, whether or not it shall be so expressed in such deed or contract, automatically becomes a member of the Association, and agrees to be bound by such reasonable rules and regulations as may, from time to time; be established by the Association. Membership shall be appurtenant and may not be separated from ownership of the Parcel. The rights and obligations of an Owner and membership in the Association shall not be assigned, transferred, pledged, conveyed or alienated in any way, except upon transfer of ownership of such Parcel, whether by intestate succession, testamentary disposition, foreclosure of a deed of trust or a mortgage, or such other legal processes as are now in effect or as may be hereafter established pursuant to the laws of the State of Arizona. The Association shall be operated and conducted on a strictly cooperative and non-profit basis. Each Parcel Owner as a member shall have such voting rights as set forth in this Declaration.

**C.** The Association shall take necessary and appropriate action for the maintenance, repair, replacement, and management of the facilities referred to in subpart 2.A(1) above, and shall have the right to enter upon a Parcel, if reasonably necessary, in order to take such action. The Association may take such action as the Association deems appropriate to maintain or repair the facilities referred to in subpart 2.A(2), above.

**D.** The Association through its Board of Directors shall have the power to borrow and encumber its assets and, in all respects, shall have the powers set forth herein, including the power to enter into contracts with third parties to perform all or part of its functions, and to hire its own employees to do so. The Association through its Board of Directors shall have the power to obtain appropriate insurance, to create reserves, and to issue rules and regulations.

**E.** Each Parcel Owner shall pay: (1) Regular assessments for normal maintenance and repair and reserves, along with insurance and operating costs, and (2) Special assessments, with such assessments; to be established by the Association. For each Parcel, the applicable regular and any special assessments, late payment penalties and charges, if any, together with interest, (all as set by the Association) costs and reasonable attorney's fees, shall be a lien on the Parcel. Each Parcel Owner shall be personally responsible for his or her share of assessments imposed by the Association. This personal obligation or delinquent assessments shall not pass to the Owner's successor; provided, however, the obligation to pay the same shall be a continuing lien on the applicable Parcel, excepting for the provisions of Paragraph 2.L. below, relating to deed of trust beneficiaries and to realty mortgagees.

**F.** The Association shall, on an annual basis, make a determination of the estimated costs of insurance, operating costs and the repair and maintenance of the roadways and any other designated common areas as shown on the Record of Survey or otherwise so designated, including any reserves necessary for future capital expenditures and maintenance. The Association shall furthermore allocate such estimated costs for roadway and common areas servicing the Property. Regular annual assessments shall include the cost of roadway and any other common area

maintenance and repair within the Project. Annual assessments shall be charged to each Owner on a uniform flat fee basis per Parcel. The assessments may be collected on a monthly, quarterly, or annual basis, or any combination of same as determined by the Association. The Association shall prepare an annual budget and also an annual accounting of monies received and disbursed.

**G.** Each Owner shall be responsible to pay the regular assessment which will be assessed as of the date of recordation of the deed or purchase contract wherein the Owner acquired legal, beneficial or equitable title to the Parcel. The amount of regular assessments shall be set by the Association on an annual calendar year basis. The Association shall fix the amount of the regular assessments at least thirty (30) days prior to the end of the calendar year. Written notice of the assessments shall be sent to every Owner and shall state the payment due date as established by the Association. The regular assessment shall be set by Board of Directors vote per Parcel, per year. Every Parcel shall be subject to regular and special assessments and entitled to a vote in the Association as set forth in Paragraph 2.J.

**H.** In addition to the regular assessments as set forth above, the Association may set special assessments if the Association determines that such is necessary to meet the primary purposes of the Association. Special assessments shall be established by sixty-six percent (66%) of the number of votes cast by members representing a twenty-five percent (25%) quorum. Any special assessments shall be allocated and charged on the same basis per Parcel as regular assessments.

**I.** All sums assessed by the Association chargeable to a Parcel, but unpaid, shall constitute a lien on such Parcel prior to all other liens excepting only ad valorem liens in favor of a governmental assessing unit or special assessment district. The Association lien may be foreclosed by the Association in a like manner as a foreclosure of a real property deed of trust or realty mortgage. The Association shall have the power to bid on the delinquent Parcel at a foreclosure sale, and acquire; hold, lease, encumber and convey the same. A suit to recover a money judgment for unpaid assessments and charges shall be maintainable by the Association without foreclosing or waiving the lien securing the same.

**J.** The total number of votes in the Association shall be on the basis of four votes per original Parcel as set forth in the Record of Survey as of its initial recording date(s) (each, an "Original Parcel") equaling a total of one thousand seven hundred eighty-eight (1,788) votes. Each Original Parcel is allocated four votes.

(1) Subject to the conditions of this Subparagraph 1 of this Paragraph 2.J, at any time a Parcel is legally divided in accordance with Section 3.E of this Declaration, the votes allocated to such Parcel shall be reallocated as follows:

(a) if the Parcel is divided into two Parcels, each resultant Parcel shall be allocated one-half of such votes, unless one of the resultant Parcels is more than 50% greater in area than the area of the other resultant Parcel, in which event the larger Parcel shall be allocated

the majority of the votes allocated to the divided Parcel and the other resultant Parcel shall be allocated the remaining votes;

(b) if the Parcel is divided into three Parcels, the largest resultant Parcel shall be allocated one-half of such votes and the remaining votes shall be allocated equally between the other two resultant Parcels;

(c) if the Parcel is divided into four or more Parcels, each Parcel shall be allocated votes in accordance with the intent of this Declaration that the votes of the divided Parcel be allocated equitably among the resultant Parcels in proportion to the area of the resultant Parcels based upon the acreage thereof; and

(d) No partial votes shall be allocated to any Parcel. If in any of the above divisions and vote allocations described in Subparts (a), (b) and (c) of this Subparagraph 1 results in less than all of the votes being allocated to the resultant Parcels on a full vote basis, the unallocated vote shall be allocated to the largest of the resultant Parcels.

(2) Notwithstanding anything herein to the contrary, contiguous Parcels may be combined with the written consent of Coconino County; provided, however, that any such combination of Parcels shall not reduce the voting rights obtained by ownership of each Parcel.

(3) Any action requiring a vote of the members that the Association may take at any annual, regular, or special meeting may take place one of two ways: (a) In person at a meeting, or (b) by written Ballot in lieu of a meeting according to the terms stated in the Bylaws. Subject to Paragraphs 2.H., 4.D. and 4.E. of this Declaration, members present at a meeting of the members or represented by Ballot, holding ten percent (10%) of the votes entitled to be cast shall constitute a quorum. If a written ballot is used, the number votes cast must equal or exceed the number of votes required to approve the matter at a meeting.

**K.** The members of the Association shall elect the Board of Directors who shall have the power to adopt, change or write Bylaws and appoint officers, as well as promulgate reasonable rules and regulations regulating the use of the Property and Parcels therein and relating to all matters within the Association's purpose. Unless otherwise stated herein, the Board of Directors shall conduct the affairs and exercise the powers of the Association.

**L.** Where the holder of a Bona Fide First Deed of Trust, obtains title to the Parcel as a result of trustee's sale, or deed in lieu of foreclosure, of said Bona Fide First Deed of Trust, such acquirer of title, its successors and assigns, shall not be liable for the share of the assessments by the Association chargeable to such Parcel which became due prior to the acquisition of title to such Parcel by such acquirer. Such acquirer shall be responsible, as any Owner, for assessments charged subsequent to the acquisition.

**M.** In the event the Association determines that any Parcel Owner has not complied with the provisions of this Declaration, then the Association may, at its option, give written notice to the Owner of the condition(s) complained thereof. The Owner shall correct same or, if not readily correctable within fifteen (15) days after notice from the Association, the Owner shall submit corrective plans proposing its remedy to the condition(s) within fifteen (15) days after notice from the Association. The Association shall approve or disapprove any plans submitted by the Owner and set forth a reasonable time for correction of the condition(s) complained thereof. In the event such condition(s) is not corrected according to the approved plans, within the allotted time, the Association shall have the right to undertake to remedy such condition(s) or violation(s). The cost thereof shall be deemed to be an assessment to such Owner and enforceable by the Association in the same manner as any other unpaid assessment. The Association is hereby granted the right of entry on the affected Parcel to so correct the condition(s) or violation(s).

### **3. GENERAL RESTRICTIONS APPLICABLE TO ALL PARCELS**

**A. Single Family Residential and Recreational Use Only:** All Parcels shall be used for residential and recreational purposes only. Livestock may be kept pursuant to paragraph 3.J. Notwithstanding anything contained in this Paragraph this restriction shall not prohibit home offices in a residential property where business is conducted through telephone, computer, or other electronic means and where the business is not apparent from the exterior of the Dwelling; does not create noise or congestion from traffic or parking; and preserves the residential nature of the Property. All uses shall be in compliance with Coconino County zoning regulations and permitted uses.

**B. Structures:** No Dwelling or any other structure shall be more than two stories in height and the finished exterior shall be in harmony with its natural surroundings. Multi-family structures are not permitted. Bunkhouses, dormitories or similar sleeping quarters are not permitted. A septic system or other alternative waste disposal system approved and permitted by Coconino County must be installed and completed prior to or in conjunction with construction or placement of any structure or Dwelling that can produce blackwater discharge. Appropriate building permits required by Coconino County and the State of Arizona must be obtained prior to the construction of any Dwelling. Construction must be completed within twelve (12) months from beginning construction, unless a Coconino County Building Permit extension is granted. No mobile or manufactured homes older than five (5) years from the date of manufacture to the date of installation may be brought onto and located on a Parcel. All mobile or manufactured homes must be skirted. The ground around any Dwelling shall be graded so that water shall flow away from the Dwelling. Primary Dwellings shall be a minimum of four hundred eighty (480) square feet.

**C. Recreational Vehicles:** Recreational vehicles, trailers, campers or other recreational type vehicles may be used for temporary use only and shall not constitute a Dwelling. Said temporary use shall not extend for more than one hundred twenty (120) days during a calendar year. If the occupant has been issued a building permit by Coconino County and is

actively constructing a permanent residence or Dwelling on a Parcel, the use of recreational vehicles, trailers, campers or other recreational type vehicles is allowed for the duration of the build with an active Coconino County permit.

**D. Sanitary Facilities:** Any Dwelling or structure that can produce blackwater discharge shall be self-contained, connected to an operational septic system, waterless toilet, or other alternative waste disposal system which has been approved and permitted by Coconino County.

**E. Additional Subdivisions:** Parcels may be subdivided in strict accordance with all applicable laws including required approvals by Coconino County and the State of Arizona, which is the sole responsibility of the Owner. Subject to state and county regulations, Parcels may be subdivided so that no Parcel shall be less than the minimum Parcel size of ten (10) acres each. All Parcels newly created by an Owner through subdividing a Parcel must contain a minimum of one hundred fifty (150) feet of road frontage on the sixty (60) foot roadway easements shown on the Record of Survey or on an easement created on Owner's Parcel for the sole purpose of creating said road frontage along the newly created Parcels. Such easement must be recorded by Owner in the Office of the Coconino County Recorder.

**F. No Medical Facilities:** Hospitals, clinics, and other facilities for the treatment or care of the physically or mentally ill or disabled are prohibited.

**G. Churches or Clubs:** The construction of buildings for organized groups such as churches or clubs are prohibited, as are buildings used primarily as meeting facilities.

**H. Vehicles and Material Storage:** Any Motor vehicle(s) under repair or inoperable may not be parked on any roadway, driveway, or other easement. When said vehicle(s) are parked on a Parcel, such motor vehicles must be hidden by walls, fences, screens, foliage or stored in a structure, so as not to be seen from the roadways or other Parcels. No Parcel may be used for storage of building materials, commercial use trucks, buses, cars, equipment or machinery. All vehicles, engines, or motors must be operated with a muffler and/or spark arrestor.

**I. Trash:** No Parcel may be used for temporary or permanent storage of rubbish or trash (collectively, garbage). No garbage may be kept on any Parcel except in covered containers and screened from view from adjacent Parcels.

**J. Livestock:** A Parcel may be used for homesteading or ranching. To provide high levels of flexibility and allowances for small-scale agriculture and the keeping of certain animals that provide a healthy and affordable source of food, fiber and companionship, the following subsections apply:

(1) The Parcel has been fenced in accordance with the fencing guidelines and setbacks set forth in Paragraph 3.Q. "Fencing Setbacks" and Coconino County Planning & Zoning site standards and requirements.

(2) Under no circumstances shall a stockyard, dairy, riding stable, kennel, poultry farm or any other commercial activity (other than leased ranching) involving animals be permitted. No animal may be fed, watered, or sheltered within fifty-five (55) feet of a front, side, or rear setback of a Parcel.

(3) All animals, including dogs and cats, shall be confined on the Parcel unless accompanied by the Owner. Shelter and fencing (barn, coop, corral, pens, stables, etc.) shall be provided to sufficiently contain all animals and keep them from roaming at large.

(4) Owners must consider how their animals living conditions, pests, smells or noise levels effect the surrounding Parcels and ensure that they do not interfere with the rights of other Owners to enjoy their property.

**K. Nuisance Activities:** The creation of offensive activities, including but not limited to, indiscriminate creation of noise, dust, fumes, odors or any other offensive activity, including but not limited to motorized vehicle road racing, excessive speed and loud music, is prohibited. Hunting and the recreational discharge of firearms shall be consistent with the laws of the State of Arizona and shall be permitted in compliance with the Arizona Game and Fish regulations limiting legal shooting time to daylight hours (sunrise to sunset). The discharge of firearms outside such regulations is considered a nuisance.

**L. Signs:** Political signs and for rent or for lease signs are to be in conformance with the laws set forth by Coconino County and the State of Arizona.

**M. Structure Setbacks:** All structures shall be built at least fifty (50) feet from the front, and thirty (30) feet from the sides and rear, of any Parcel boundary. If local governmental regulations provide for more restrictive setbacks, those regulations shall govern.

**N. Easements:** Easements are for ingress and egress; to be used for the movement of livestock, ranchers tending the livestock, utility companies and in some instances, a road for property owners to access their Parcel. Subject to Paragraph 3.Q., no structure including fencing shall be constructed on the recorded easements as they are shown on the Record of Survey, with the exception of cattle guards and Association-installed structures (e.g. water tanks, gravel and small rock around survey pin markers, etc.) located on or within the recorded easements as they are shown on the Record of Survey. Any structure including fencing constructed by an Owner inside the thirty (30) foot Parcel boundary easement will be required to be relocated off the easement at the Owner's expense. Owners will provide access to the subject easement whenever requested by utility companies.

**O. Mineral Rights:** In no event shall any Owner, occupant or lessee use or cause to be used any portion of the Property, including his or her own Parcel, for the purposes of drilling, exploring, mining, or otherwise developing any deposits of oil, minerals, or other natural resources lying above, on, or under said Property, with the exception of such drilling and exploration by the Owner as may be necessary to produce an adequate water supply for the development of the Parcel involved.

**P. Grazing Rights:** The grazing rights to the Property along with certain registered surface waters have been and are hereby retained by and for the exclusive use of Arizona Land & Ranches, Inc., an Arizona Corporation, Grazing Lessee, and/or its assignees. Subject to easements to any reserved surface waters, and all other easements, Owner may fence out and exclude livestock from grazing on Owner's Parcel in accordance with the fencing guidelines set forth below in Paragraph 3.Q., at which time the grazing rights over that portion of the Parcel which has been fenced shall be deemed suspended.

**Q. Fencing & Setbacks:** Subject to any easements to reserved surface waters and other easements, Owner may fence off all or any part of Owner's Parcel in order to restrict cattle and other livestock from crossing or grazing on Owner's Parcel. Construction of said fence must be adequate to keep off livestock. All fencing must be set back at least thirty (30) feet from Parcel lines and may not encroach upon any easement referred to on the title report, Record of Survey and/or this Declaration. Subject to any easements, Owner, at his/her expense, shall have the right to move any "pre-existing" ranch fence which goes through Owner's Parcel, provided said fence so moved is reconnected so that there is no gap in the overall fencing. Any fences moved and/or installed by Owner, shall be at Owner's sole expense. All Perimeter Fencing shall be constructed using wildlife friendly techniques. All Perimeter Fencing constructed with barbed wire shall meet the following standards: at least four (4) wires of the usual type, tightly stretched and secured to posts and spaced so that the top wire is forty-two (42) inches to fifty (50) inches above the ground and the bottom wire shall be a smooth wire to allow wildlife passage and set eighteen (18) inches to twenty (20) inches above the ground. All Perimeter Fencing constructed with materials other than barbed wire as provided above, shall be constructed using standard ranch fencing materials, i.e., wood, pipe, or vinyl fencing, or of other materials equally as strong and otherwise effective to turn livestock as the fencing described herein. Fencing placed inside Perimeter Fencing used to exclude wildlife from orchards, gardens, chicken coops or other livestock pens, should be built with materials specific to those areas or applications. For fencing purposes, when one (1) Owner purchases two (2) or more contiguous Parcels, Board of Directors may revoke any easements granted along the common boundary lines of the contiguous Parcels, provided said easements do not provide physical or necessary utility access to other Parcels. Board of Directors shall execute and record a unilateral "Declaration of Easement Revocation" which shall be effective only so long as one (1) Owner owns all of the affected Parcels. However, if one or more of the subject Parcels are subsequently conveyed to separate, individual Owners, the "Revocation" shall terminate with regard to the affected Parcels and the thirty (30) foot easement originally created along each side of the common boundary lines, shall be reinstated and thereafter run with the land. Nothing in this paragraph shall be construed as to allow for the construction of any

structures, including fencing (other than Perimeter Fencing of the combined Parcels) within the original easement area of the common boundary lines.

**R. Environmental Protection:** The beauty of the Property is in the mixture of trees and open space. Trees having a minimum trunk diameter of six (6) inches and measuring two (2) feet above ground level may only be cut if the following conditions are met: (1) are dead or dying (2) removal is required to clear land for building sites, access roads, fire prevention, enable installation of utilities, view corridors, or recreational open space. In any event not more than twenty percent (20%) of any Parcel may be cut or cleared.

**S. Utility Lines:** In order to preserve the beauty and character of the Property, Owners are strongly encouraged to install any utility lines leading from Parcel lines to their Dwelling underground.

**T. Waiver:** The Association shall have the right to allow variances to the restrictions found in this Declaration where strict enforcement of the restrictions would cause undue hardship.

**U. Leasing:**

(1) All leases must be in writing and must provide that the terms of the lease are subject in all respects to the provisions of this Declaration. There shall be no subleasing of Parcels or assignments of leases.

(2) No Parcel, Dwelling, ADU (as hereinafter defined) or any other structure located on a Parcel nor any room or other portion of any thereof shall be leased or rented (or advertised for lease or rent) to a Third Party for a term of less than thirty (30) consecutive days nor more than once during any consecutive thirty (30) day period.

(3) No Parcel may be used for commercial camping, glamping or similar activities or for motel, hotel, hostel or timeshare purposes.

(4) Subject to the other provisions of this Section 3 (U), an Owner may lease a Dwelling, a room within a Dwelling or an Accessory Dwelling Unit as defined by Coconino County ordinances ("ADU") to a Third Party, provided that any lease of an ADU must be a lease of the entire ADU and separate rooms and beds therein may not be concurrently leased pursuant to separate leases.

(5) For the purpose of this Section 3 (U) "Third Party" shall be defined as any person who is not an Owner of the Parcel, provided however, the Owner's immediate family members and guests who reside at the Parcel for no consideration shall not constitute Third Parties, "immediate family members" shall mean the Owner's parents, spouse, children, step children, adopted children, grandchildren and siblings, and "leasing" or "lease" shall include any type of license, occupancy agreement or rental agreement, without limitation.

(6) Lessees must be made aware of the Association's rules and regulations and speed limits. The lease must set forth that any violation of this Declaration by a Third Party or the other persons residing at the Parcel shall be a default under the lease. The Owner shall be liable for any violation of this Declaration by the Third Party or other persons residing at the Parcel and their guests or invitees and, in the event of any such violation, the Owner, upon demand of the Association, shall immediately take all necessary actions to correct any such violations or, if demanded by the Association, immediately take all necessary action (including, but not limited to, legal action) to remove from the Parcel the Third Party and all other persons residing at the Parcel pursuant to the lease.

(7) Subject to the provisions of this Declaration, the Association shall be entitled to adopt, amend and repeal rules and regulations governing the leasing of Parcels.

#### 4. GENERAL PROVISIONS

A. **Enforcement:** The covenants, conditions, and restrictions contained in this Declaration shall run with the land and shall be binding upon all persons owning, leasing or occupying any Parcel after the date on which this instrument shall have been recorded in the Office of the Recorder of Coconino County, Arizona. This Declaration may be enforced by any Owner, the Grazing Lessee or the Association, or by any one or more of said persons acting jointly; provided, however, that any breach by reason thereof shall not defeat or adversely affect the lien of a Bona Fide First Deed of Trust upon any Parcel, but each and all said covenants, conditions, and restrictions shall be binding upon and effective against any Owner, lessee or occupant of said Parcel whose title thereto is acquired by foreclosure or otherwise and further provided that the breach of any said covenants, conditions, and restrictions may be enjoined, abated or remedied by appropriate proceedings, notwithstanding the lien or existence of any such Bona Fide First Deed of Trust. All instruments of conveyance or assignment of any interest in all or any part of the Property may refer to this Declaration and shall be subject thereto as fully as though this Declaration were therein set forth in full. Failure by any person with the right to enforce any covenant, condition or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter.

B. **Invalidity:** Invalidation of any of the covenants, conditions, and restrictions, contained herein by a court of competent jurisdiction, shall in no way affect the validity of any other provision of this Declaration, all of which shall remain in full force and effect.

C. **Legal Fees and Costs:** The Board of Directors of the Association may cause a lawsuit to be commenced and maintained in the name of the Association against an Owner to enforce the payment of any delinquent assessment or to enforce any other pertinent provision of this Declaration. Any judgment rendered in any such action, shall include the amount of the delinquency, interest at the rate of twelve percent (12%) per annum from the date of delinquency, the amount of damages proven, court fees, and all attorney's fees and costs which are incurred by the Association.

**D. Amendments:** This Declaration may be amended by instrument approved by sixty-six percent (66%) of the votes cast by those members meeting a twenty-five percent (25%) quorum requirement. Such amendment shall be recorded in the Office of the Coconino County Recorder and become effective immediately thereafter. Paragraphs 3.N., 3.P. and 3.Q. may not be amended by the Association in such a way as to change or negate the rights provided to the Grazing Lessee in this Declaration.

**E. Term:** This Declaration may hereafter be amended in accordance with the terms hereof, and shall remain in full force and effect for a term of twenty (20) years from and after the date of recording of this Declaration. This Declaration shall be automatically renewed and extended for successive periods of ten (10) years each, unless terminated by seventy-five percent (75%) of the votes cast by the members entitled to vote or amended pursuant to Paragraph 4.D above. Such termination or amendment shall be recorded in the Office of the Coconino County Recorder.

EXECUTED this 13 day of April, 2022.

APPROVED:

SOUTH RIM PROPERTY OWNERS ASSOCIATION,

An Arizona corporation

By: [Signature]

Larry Gantner, President

This instrument was acknowledged before me this 13 of April, 2022 by Larry Gantner as President of South Rim Property Owners Association.

My Commission Expires: 11/11/2024

[Signature]

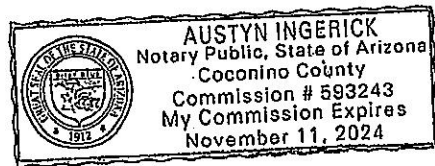


EXHIBIT "A"

**SOUTH RIM RANCH, PHASE 1, LOTS 1 – 93, INCLUSIVE**, located in those portions of Sections 24 and 25 lying East of State Route 64, in Township 27 North, Range 2 East; and Sections 19, 20, 29 and 30 in Township 27 North, Range 3 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona as recorded in Book 19 of Surveys, Pages 35, 35A, 35B, and 35C, at fee number 3168303, in the office of the Coconino County Recorder.

TOGETHER WITH:

**SOUTH RIM RANCH, PHASE 2, LOTS 94-194, INCLUSIVE**, located in portions of Sections 20, 21, 22, 23, 24, 27, 28 & 29 in Township 27 North, Range 3 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona as recoded in Case 8, Maps 100, 100A, 100B, 100C and 100D, at fee number 3186592 in the office of the Coconino County Recorder.

TOGETHER WITH:

**SOUTH RIM RANCH, PHASE 3, LOTS 195-288, INCLUSIVE**, located in portions of Sections 23, 24, 25, 26, 27 and 35 in Township 27 North, Range 3 East along with Sections 1 & 12, in Township 26 North, Range 3 East of Gila and Salt River Base and Meridian, Coconino County, Arizona as recorded in Book 21 of Surveys, Maps 20-20D, incl., at fee number 3228323 in the office of the Coconino County Recorder.

TOGETHER WITH:

**SOUTH RIM RANCH, PHASE 4, LOTS 289 – 369, INCLUSIVE**, located in portions of Sections 12, 23, 24 and Sections 11, 13, & 14 in Township 26 North, Range 3 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona as recorded in Book 22 of Surveys, Maps 79-79D, at fee number 3256474 in the office of the Coconino County Recorder.

TOGETHER WITH:

**SOUTH RIM RANCH, PHASE 5, LOTS 370 – 447, INCLUSIVE**, located within Sections 23, 24, 25, 26, 34 and 35 in Township 26 North, Range 3 East of the Gila in Salt River Meridian, Coconino County, Arizona, as recorded in Case 9, Maps 54, 54A, 54B and 54C, at fee number 3273730 in the office of the Coconino County Recorder.