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AMENDED AND RESTATED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

and

RESERVATION OF EASEMENTS

CAREFREE RANCH HOMESTEADS

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## AMENDED AND RESTATED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
and  
RESERVATION OF EASEMENTS

## CAREFREE RANCH HOMESTEADS

This Instrument is executed this 12<sup>th</sup> day of October, 2004 by THE RANCH HOMESTEAD OWNERS ASSOCIATION ("Association").

## I. Recitals

1.1 The Declaration of Covenants, Conditions and Restrictions was recorded at Docket 12486, pages 1201 through 1211, records of Maricopa County, Arizona, and amended by the First Amendment of Declaration of Covenants, Conditions and Restrictions and Reservation of Easements, recorded at Docket 13549, pages 894 through 897, records of Maricopa County, Arizona, the Amendment of Declaration of Covenants, Conditions and Restrictions and Reservation of Easements, recorded at Docket 13650, pages 788 through 780, records of Maricopa County, Arizona, the Second Amendment of Declaration of Covenants, Conditions and Restrictions and Reservation of Easements, recorded at Docket 13895, pages 53 through 54, records of Maricopa County, Arizona, the Third Amendment of Declaration of Covenants, Conditions and Restrictions and Reservation of Easements, recorded at Docket 13959, pages 337 through 338, records of Maricopa County, Arizona, the Fourth Amendment of Declaration of Covenants, Conditions and Restrictions and Reservation of Easements, recorded at Docket 15293, pages 1027 through 1043, records of Maricopa County, Arizona, Certificate of Amendment of the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements of Carefree Ranch Homesteads Phase I as Revised, recorded at recording number 90-197128, records of Maricopa County, Arizona, Certificate of Amendment of Declaration of Covenants, Conditions and Restrictions and Reservation of Easements of Carefree Ranch Homesteads Phase I as Revised, recorded at recording number 99-0377542, records of Maricopa County, Arizona, (the Declaration and all amendments thereto is collectively referred to herein as the "Declaration"), and covers the real property situated in Maricopa County, Arizona, described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property").

1.2 The Association, by and through its members, wishes to amend and restate the Declaration in its entirety as set forth herein.

1.3 The Association declares that all of the Property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the covenants, conditions, restrictions and easements contained in this Declaration to assure that each Owner of any part of the property will continue to enjoy the seclusion, privacy and interaction with nature that presently characterizes the area in which the property lies. All of these

covenants, conditions, restrictions and easements shall be binding upon and shall run with the land and may be enforced by the Association and any of its members, their successors and assigns, by injunctive relief, an action for damages or by any other remedy available at law or in equity.

## II. Declaration

The following Covenants, Conditions, Restrictions and Easements shall apply to all of the Property described in Exhibit A:

### 2.1 DEFINITIONS:

1. "Access Road" means a private road from a common road to a residence on a Homestead or Ranch site.
2. "Approved" and "Approval" means written approval of the Committee given prior to the taking of any action by an Owner which is required by this Declaration.
3. "Association" means the Ranch Homestead Owners Association, an Arizona non-profit corporation.
4. "Board" or "Board of Directors" means the Board of Directors of the Ranch Homestead Owners Association.
5. "Committee" means the Design Review Committee, the body designated pursuant to the Criteria to be responsible for interpreting and enforcing the Criteria.
6. "Common Road" means the paved roads within the Project, as shown on Exhibit C attached hereto and incorporated herein by reference.
7. "Criteria" means the Design Review Criteria for the Carefree Ranch Homesteads on file in the office of the Association, as the same may be revised from time to time. The Criteria sets forth standards, procedures, regulations and guidelines for design review.
8. "Declaration" means this instrument, as amended from time to time.
9. "Developer" means Carefree Developers, Inc., a Delaware corporation ("CDI").
10. "Homestead" means a numbered lot as shown on the Plat, each of which contains 36 acres or more.
11. "Mortgage" means a mortgage and a deed of trust.

12. "Owner" means any person or entity which becomes the Owner of a Homestead or Ranch site, and Developer with respect to each Homestead or Ranch site owned by it.

13. "Person" means any individual, corporation, partnership, trust or other entity capable of holding title to real property.

14. "Plat" means the results of survey of Carefree Ranch Homesteads Phase One which is recorded in the office of the recorder, Maricopa County, Arizona, in Book 193, Page 17, which Plat is amended by subsequent plats recorded in Book 202 of Maps, Page 11, Book 215 of Maps, Page 38, Book 216 of Maps, Page 8, and Book 249 of Maps, Page 36, and Certificate of Correction recorded in Docket 14247, beginning at Page 1212 in the office of the recorder, Maricopa County, Arizona.

15. "Project" means the Carefree Ranch, a master planned area.

16. "Ranch site" means any portion, less than all, of a Homestead which is conveyed by an Owner to another person.

2.2 SUBDIVIDING. No Homestead shall ever be subdivided into or partially disposed of in more than three Ranch sites. No Ranch site shall be less than five acres in size. A Ranch site may be subdivided, so long as each subdivided Ranch site is a minimum of five acres in size and the Homestead has not yet been subdivided into or partially disposed of in more than three Ranch sites. However, once a Homestead has been subdivided into or partially disposed of in three Ranch sites, no further subdivision of the Homestead or any Ranch site contained within the Homestead may occur. Prior to subdividing any Homestead or Ranch site, an Owner must obtain the approval of the Association, the City of Scottsdale, and Maricopa County.

2.3 USE OF PROPERTY. Each Homestead and Ranch site shall be used only for single family residence purposes and for no other purpose, except as otherwise permitted herein.

All Homesteads and Ranch sites shall be used, improved, and devoted exclusively to Single Family residential use. No trade or business may be conducted on any Homestead or Ranch site, except that an Owner or other resident of a Homestead or Ranch site may conduct a business activity upon the Homestead or Ranch site so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside of the Homestead or Ranch site; (ii) the business activity conforms to all applicable zoning ordinances or requirements for the Property; (iii) the business activity does not involve persons coming onto the Homestead or Ranch site or the door-to-door solicitation of Owners or other residents in the Property; and (iv) the business activity is consistent with the residential character of the Property and does not constitute a nuisance or a hazardous or offensive use or threaten security or safety of other residents in the Property, as may be determined from time to time in the sole discretion of the Board. Furthermore, no advertising or directional signs may be placed upon the Homestead

or Ranch site or any portion of the Common areas regarding the business activity. Additionally, no on-street parking may occur relating to the business activity; any parking related to the business activity shall be limited to the one outdoor space allocated to the Owner. The terms "business" and "trade" as used in this section shall be construed to have ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether: (a) such activity is engaged in full or part time; (b) such activity is intended or does generate a profit; or (c) a license is required for such activity.

One guest house per residence will be permitted. A guest house may not be rented, sold, or used separately from the main residence. Only one barn and one equipment or storage structure per residence will be permitted, unless otherwise approved by the Committee. Of the property described in Exhibit "A", that portion described in Exhibit "B" attached hereto shall be used only as an Historical Site for the use and enjoyment of Owners and others under such rules and regulations as shall be prescribed from time to time by the Association.

2.4 ARCHITECTURAL CONTROL. No grading, landscaping, building, fence, wall, access road or other improvement of any kind shall be commenced, placed or erected on any Homestead or Ranch site unless and until plans and specifications thereof have been submitted to the Committee in such detail as it may require, and it shall have approved the plans and specifications.

The Committee shall have the right to withhold its approval of any plans and specifications for any reason whatsoever including, without limitation, reasons relating to aesthetics or design. The Committee's approval, if given, shall be deemed to relate only to the improvement specifically described in the approved plans and specifications. All construction shall be done in strict accordance with the approved plans and specifications. No changes in and no alterations of or additions to any such improvement shall be commenced without the approval of the Committee obtained under the procedure set forth above.

Except during the period of actual bonafide construction of an improvement, all personal property shall be stored by the Owner of a Homestead or Ranch site within such Owner's residence, garage, carport, storage room or screened area approved by the Committee. The term "personal property" shall include, but shall not be limited to, motor vehicles of all kinds.

Service areas used in connection with any improvement shall be screened from view in a manner approved by the Committee. The term "service areas" shall include, but not be limited to, areas containing clotheslines, trash containers, woodpiles and water, gas and propane tanks installed in accordance with Section 2.15, HVAC equipment, pool equipment, and any other equipment servicing the Homestead or Ranch site.

Each Homestead and Ranch site on which its Owner proposes to construct improvements shall be subject to reasonable assessments set by the Association for the purpose of paying the expenses of the Committee in reviewing the plans and specifications for such improvements. Such expenses shall include fees paid to consulting architects or planners as well as other direct and indirect expenses incurred by the Committee and its agents in the administration of the design review function. Such assessments shall be made as provided in Section 2.18 of this Declaration.

In addition, each Owner of a Homestead or Ranch Site is responsible for posting a construction deposit with the Association in an amount determined by the Committee prior to commencing any construction, additions or improvements on the Homestead or Ranch site. The Association may use funds from the construction deposit to make repairs to the Common Roads or perform any repairs or take any action caused by the Owner due to the construction. The Association may also use funds from the construction deposit to remove trash or construction debris from the Homestead or Ranch site that is not removed after the Association provides the Owner with notice of the requirement for removal, and the Owner fails to remove the same within the time period set forth in the notice to the Owner. Upon the Owner's completion of the construction, as determined by the Committee, the Committee shall provide the Owner with any amount remaining of the construction deposit, along with an accounting of the funds withheld from the construction deposit. If the cost to the Association for any work performed as set forth in this paragraph exceeds the construction deposit, the Owner of the Homestead or Ranch site is responsible for the amount exceeding the construction deposit, and such amount shall be an assessment against the Owner, collectible as set forth in Section 2.18 hereof.

2.5 ALTERATION OF PROPERTY. No Owner may alter the topographic conditions of the property in any way that would materially alter its natural drainage of surface water. No Owner shall alter the topographic conditions of the property in any way which, in the opinion of the Committee, would cause unnecessary scarring of the hills or mountains or would destroy the natural beauty of the land. If there is alteration of the property in violation of this section, the Association may enter upon and restore the property as nearly as possible to its condition prior to such alteration and charge the Owner therefor. Such charge shall constitute an assessment and be secured by a lien on the Owner's property pursuant to Section 2.18 hereof.

2.6 LANDSCAPING. Areas proposed by an Owner to be planted with lawn may be restricted in size by the Committee to conserve water and preserve the natural growth of plants indigenous to the area.

2.7 TEMPORARY STRUCTURES. No trailer, tent, shack, garage, barn or other structure of a temporary character or accessory building shall be used at any time as a residence either temporarily or permanently; provided that nothing herein contained shall prevent the erection of a temporary shop or office structure, or use of a trailer, by a contractor or builder during the actual bonafide construction of an improvement. No garage or guest house shall be



built until the construction of a residence complying with these restrictions shall have been commenced.

2.8 FENCES, WALLS AND ANIMALS. No fencing will be permitted except those fences and walls approved by the Committee in connection with the construction of a residence and fencing for small corrals near a residence for the containment of an Owner's livestock, which shall be limited to four horses per residence unless the Committee should approve the keeping of a larger number of horses. No wild animals shall be kept under restraint of any kind on the property. Only domestic animals, such as dogs and cats, and only in such reasonable numbers as the Committee may determine, may be kept or maintained on any Homestead or Ranch site. Any Owner's dog which, in the opinion of the Association, causes annoyance to other Owners or to any livestock permitted on the property shall be kept under restraint by its Owner within the Owner's residence or within approved fences. Furthermore, no Owner may care (or fail to care) for the animals contained on Owner's Homestead or Ranch site in such a manner as to create odors, flies, or any other type of annoyance or nuisance. The Board shall make the final determination as to whether a particular animal (or the manner in which an Owner is caring for a particular animal) is creating a nuisance, and may require the Owner to remove the particular animal or animals from the Homestead or Ranch site.

2.9 BUILDING HEIGHT. No structure more than twenty-four (24) feet in height shall be erected without approval of the Committee. Height shall be measured from the highest natural grade at the perimeter of the structure to the highest point of the roof.

2.10 MAINTENANCE, REPAIR AND RECONSTRUCTION. Each Owner at all times shall keep his property in neat and clean condition, and all improvements in good condition and repair. In the event an Owner should fail to restore his property and any improvements to such condition within a period of sixty days after notice from the Association to such Owner, then the Association shall have the right to enter upon such Owner's property and remedy the condition at the expense of the Owner. Such expense shall constitute an assessment and be secured by a lien on the Owner's property pursuant to Section 2.18 hereof.

2.11 SIGNS. No signs of any kind, except for signs required to be allowed by law, and no unsightly objects or nuisances, shall be erected, placed or permitted to remain on any Homestead or Ranch site without approval of the Committee.

2.12 GARBAGE AND REFUSE DISPOSAL. The Owner of each Homestead or Ranch site shall contract with the City of Scottsdale for trash collection services. Furthermore, each Owner shall keep the Homestead or Ranch site free of trash, garbage, debris and other refuse. Trash, garbage and other refuse shall not be burned, buried or dumped on any part of the property. The failure of an Owner to comply with any provision of this Section shall give rise to the Association's right to enter upon such Owner's property and correct such violation at the expense of the Owner after thirty days' notice from the Association as provided in Section 2.10.

2.13 NUISANCES. No loud, obnoxious or offensive activity shall be carried on upon any Homestead, Ranch site or common roads, nor shall anything be done thereon which may be or may become an annoyance or nuisance to Owners. No motor vehicle of any kind will be permitted to leave Common Roads or Access Roads.

Common Roads, Access Roads and other portions of the property shall not be used for recreational purposes by motorbikes, motorcycles, helicopters or any other motorized vehicles, whether licensed or unlicensed. Helicopters and other aircraft shall not be permitted to land or take off from any part of the property except in an emergency or except in accordance with such controls and restrictions as may be established by the Committee.

2.14 EASEMENTS. The perpetual easements described below are hereby reserved across, under and upon the portions of the property specified, for the purposes indicated:

A. An easement for the construction, operation, repair, maintenance, use and enjoyment of Common Roads and utilities, including, but not limited to, domestic water pipes, mains, pumps, lift stations and water storage tanks; sewer pipes and mains; telephone wires and lines; gas lines and mains; electric wires, lines and transformers; cable television wires and lines; internet wires, lines and related equipment; postal service; and garbage and trash collection and removal.

(1) The easement described in Section 2.14A is hereby reserved with respect to all Homesteads and Ranch sites, inclusive, and shall consist of an area extending twenty-five feet on each side of the centerline of the Common Roads as shown on Exhibit C.

(2) The easement described in Section 2.14A is reserved with respect to all Homesteads and Ranch sites and shall be a blanket easement over all and any portions of said Homesteads and Ranch sites for domestic water pipes, mains, pumps, lift stations and water storage tanks, and electric wires, lines and transformers to provide power to pumps, lift stations and water storage tanks. Provided, however, that no pump, lift station or water storage tank shall be constructed, operated or maintained within 200 feet of a residence which was constructed, or was being constructed, on any Homestead or Ranch site prior to the commencement of construction of such pump, lift station or water storage tank. Provided further that any water storage tank shall be screened from view as may be required by the Committee, or shall be placed underground.

B. An easement for the construction, operation, repair, maintenance, use and enjoyment of bicycle paths and bridle paths.

(1) The easement described in Section 2.14B is hereby reserved with respect to all Homesteads and Ranch sites and shall be a blanket easement over all and any portions of said Homesteads and Ranch sites.

(2) Notwithstanding the easement reserved in Section 2.14B, no bicycle path or bridle path shall be constructed, operated or maintained within 200 feet of a residence which was constructed, or was being constructed, on any Homestead or Ranch site prior to the Commencement of construction of such bicycle path or bridle path.

C. An easement for the construction, operation, repair, maintenance, use and enjoyment of drainage ditches and flood control channels.

(1) The easement described in Section 2.14C is hereby reserved with respect to all Homesteads and Ranch sites, and shall be a blanket easement over all and any portions of said Homesteads and Ranch sites.

2.15 UTILITIES. All utility wires and lines, propane tanks, as well as all collection or distribution mains of any type whatsoever shall be installed underground, and not overhead, to the place of usage from the place provided by the utility company. Utility lines, wires and mains shall be installed in or along Common Roads and Access Roads.

2.16 SECURITY AND LIMIT OF LIABILITY. The Association shall have the right to employ individuals, or to contract with a private company engaged in rendering security services, to provide guard service at the entry to the Project and to provide security patrol service within the Project, and the expense thereof shall be paid by the Owner of all such Homesteads and Ranch sites. The amount of such expense to be paid by each such Owner shall bear the same relation to the total amount of such expense as one shall bear to the total number of such residences. The amount to be paid by each such Owner shall constitute an assessment and be secured by a lien on such Owner's property pursuant to Section 2.18 hereof. Additionally, the Association shall have the right to require each Owner of a residence to contract with a private company engaged in rendering security services to provide a direct line burglar alarm system from such residence to the office of such company. The expense of such system shall be paid by the Owner of the residence. The Association shall not be liable for any theft, burglary, vandalism, disturbance, unauthorized entrance or other similar occurrence which may occur at the residence of any Owner or within the Project.

2.17 RANCH SITES, HOMESTEADS, ROAD MAINTENANCE and ASSOCIATION. In this Declaration, wherever the term "Homestead" or "Homesteads" appear, said term shall include "Ranch Site" or "Ranch Sites" unless the context clearly distinguishes between Homestead(s) and Ranch Site(s). The Association shall be responsible for providing access over Common Roads to all Homesteads and for the maintenance of and trash removal from Common Roads. The Owner(s) of Homesteads and Ranch Sites shall be responsible for providing Access Roads from the Common Roads to their respective Homestead and Ranch Site(s) and for maintenance of and trash removal from these Access Roads. Each Homestead Owner and Ranch Site Owner shall automatically be a member of the Association. Each Homestead and Ranch Site Owner shall have one (1) vote for each Homestead or Ranch Site owned. If a Homestead or Ranch Site is owned by more than one (1) person, the Owners of such

Homestead or Ranch Site shall designate in writing one (1) of their number to serve as the member of the Association for that Homestead or Ranch Site or, if they fail to do so, the Board of Directors of the Association may make such designation for them. Each membership shall run with the Homestead or Ranch Site to which it relates and shall be transferrable automatically and only to the purchaser of that Homestead or Ranch Site.

2.18 ASSESSMENTS AND LIENS. Each Owner shall pay a proportionate share of the expenses of the Committee and of the Association, including the cost of maintaining and repairing the common roads. The amount of such expenses to be paid by each owner shall be on the basis of one share for each undivided Homestead and one share for each Ranch Site if a Homestead has been divided. If an owner combines a part of two adjacent Ranch Sites or Homesteads into one parcel, such parcel shall be considered a single Ranch Site or Homestead providing the total acreage is forty acres or less. Owners shall pay to the Committee and the Association their respective shares of such expenses at times established by the Association.

A. Enforcement of Assessments and Other Provisions of the Declaration.

Each assessment levied hereunder shall be a separate, distinct and personal debt and obligation of the Owner or Owners against whom the same is assessed, and shall constitute a lien and charge upon the Homestead or Ranch site to which the assessment relates. Each Owner by acceptance of a deed relating to a Homestead or Ranch site or by acceptance of any other document or instrument conveying an ownership interest therein, whether or not it shall be so expressed in any such deed or other document or instrument, are and shall be deemed to covenant and agree to pay to the Association the assessments, both annual and special, provided for herein, and agree to the enforcement of the assessments in the manner herein specified. If an Owner fails to pay any assessment within thirty (30) days of its due date, the Board may impose a late fee each month that the assessment remains unpaid in an amount not to exceed ten percent (10%) of the unpaid assessment. In the event the Association employs an attorney or attorneys for collection of any assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, or for any other purpose in connection with the breach of this Declaration, whether or not legal action is brought, each Owner agrees to pay reasonable attorneys' fees, accountants' fees, and costs thereby incurred in addition to any other amounts due from the Owner or any other relief or remedy obtained against said Owner. Such fees and costs shall be secured by a lien against the Homestead or Ranch site and collectible in the same manner as delinquent assessments. In the event of a default in payment of any such assessment when due, in which case the assessment shall be deemed delinquent, and in addition to any other remedies herein or by law provided, the Association may enforce each such obligation in any manner provided by law or in equity, or without any limitation of the foregoing, by any one or all of the following procedures, and the exercise of one remedy shall not prevent the exercise of any other remedy:

(1) Enforcement by Suit. The Association may bring a suit at law against each Owner or Owners to enforce each such assessment obligation. Each Owner agrees that any judgment rendered in any such action shall include a sum for reasonable attorneys' fees

in such amount as the Court may adjudge against the defaulting Owner, plus all Court costs and necessary expenses and accounting fees incurred by the Association, plus late fees and interest on the amount of said assessment at the maximum lawful rate from the date the assessment becomes delinquent until paid in full.

(2) Enforcement by Lien. The Association may record a Notice and Claim of Lien for any unpaid assessments, late fees, collection fees, attorney's fees and costs, plus interest and the lien claimed therein shall immediately attach and become effective as a lien upon the Lot against which such assessment was levied. Any such lien may be foreclosed by appropriate action in Court, or in the manner provided by law for the foreclosure of a realty mortgage, or the exercise of a power of sale in a trust deed, as elected by the Association, as set forth by the laws of the State of Arizona, as the same may be changed or amended. The lien provided for herein shall be in favor of the Association and shall be for the benefit of all other Lot Owners. The Association shall have the power to bid in its interest at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any Lot. In the event such foreclosure is by action in Court, reasonable attorneys' fees, court costs, title search fees, interest and all other costs and expenses shall be allowed to the extent permitted by law. Each Owner hereby expressly waives any objection to the enforcement and foreclosure of this lien in this manner and also hereby expressly waives the defense of the Statute of Limitations applicable to the bringing of any suit or action thereon.

(3) Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or trust deed. Sale or transfer of any Homestead or Ranch site shall not affect the assessment lien. However, the sale or transfer of any Homestead or Ranch site pursuant to mortgage foreclosure, exercise of a power of sale pursuant to a deed of trust, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve an Owner or a Homestead or Ranch site from liability for any assessments thereafter becoming due or from the lien thereof.

2.19 DURATION AND AMENDMENT. The covenants, conditions and restrictions in this Declaration shall remain in full force and effect, being binding on all Homesteads and Ranch sites and on all Owners and all persons claiming under them, for a period of twenty-five years after the date of recording of this Declaration at which time such covenants, conditions and restrictions shall automatically be renewed for additional periods of twenty-five years each unless amended or revoked as hereinafter provided. The covenants, conditions and restrictions may be revoked or amended at any time by recording in the office of the recorder, Maricopa County, Arizona, a Certificate of Amendment signed by the President of the Association certifying that the amendments have been approved (by written approval, affirmative vote, or any combination thereof) by the Owners of 51% or more of the total Homesteads and Ranch sites and the Board of Directors of the Association.

2.20 ENFORCEMENT. The covenants, conditions, limitations and agreements herein contained shall run with the land and shall be binding upon all persons who now own, lease, sublease or occupy any of the property and upon all persons purchasing, leasing, subleasing, or occupying any Ranch site or Homestead within the Property. The violation or breach of any provision hereof shall not defeat nor render invalid the lien of any mortgage or deed of trust made in good faith and for value upon said Property.

A. The Declaration may be enforced by the Association, the Board of Directors, or the Owner of a Homestead or Ranch site of the Property, or any one or more of said individuals. The breach of any said provisions may be enjoined, abated or remedied by appropriate legal proceedings, notwithstanding the existence of any lien, deed of trust or mortgage instrument. If the Association takes such enforcement action, whether or not suit is filed, its costs in doing so, including but not limited to, reasonable attorneys' fees, court costs, out of pocket expenses, costs of investigation, and other expenses related to the enforcement, together with interest thereon from the date the costs are expended at a rate equal to twelve percent (12%) per annum, shall constitute a lien on all Ranch sites or Homesteads owned by the Owners against whom action is taken, which lien shall have the priority and be enforced in the manner described in Section 2.18 of this Declaration. In addition to being secured by a lien, said costs, including, but not limited to, reasonable attorneys' fees, court costs, out-of-pocket expenses, costs of investigation, and other expenses related to the enforcement, shall also be the personal obligation of the Owners against whom such action is taken. In the event suit is filed, the Association as the prevailing party shall be entitled to recover, in addition to any other remedy, an award of its costs, including, but not limited to, reasonable attorneys' fees, court costs, out of pocket expenses, costs of investigation, and other expenses related to the enforcement, said amounts being not only the personal obligation of the Owners against whom such action is taken (or against whose occupants the action is taken), but also secured by a lien against the Ranch sites or Homesteads owned by the Owners against whom the action is taken.

B. The delay, failure or omission to enforce any of the provisions hereof in the event of any breach thereof shall not constitute acquiescence therein nor constitute a waiver of any right to enforce any such provision or any other provisions of this Declaration, and no right of action shall accrue nor shall any action be brought or maintained by anyone whomsoever against, the Board of Directors, or any Owner, for or on account of the failure to bring any action or take any steps as to any breach hereof.

C. If any Owner breaches any of the provisions hereof and fails to cure the same within fifteen (15) days after notice thereof is given by the Board of Directors, the Board of Directors may, at its option, cure said breach. Any amounts so spent to cure such breach, together with costs, reasonable attorneys' fees and interest thereon computed at the maximum rate allowed by Arizona law for contracting parties from the date that said sums are paid to the date of repayment, shall be payable by the breaching Owner forthwith upon demand. The total sum of the foregoing amounts shall be a continuing lien on the Owner's Ranch site or Homestead, and shall be the personal obligation of the breaching Owner. The Board of Directors

may bring an action at law against the breaching Owner to collect said sums or may foreclose the lien against the Ranch site or Homestead (and any Improvements thereon) in the same manner as provided for foreclosing a mortgage lien, or at the option of the Board of Directors, in such other manner as is available at law or in equity.

D. The failure to enforce any of the provisions of this Declaration shall not constitute an abandonment or a waiver of any right to enforce such provision or any of the other provisions herein set forth.

2.21 INTERPRETATION AND PARTIAL INVALIDITY. In the event of any ambiguity in the provisions in this Declaration, the interpretation of the Association as to the meaning intended shall prevail. Invalidation of one or more of the provisions in this Declaration shall not affect the validity of any other provision herein.

The President of the Association hereby certifies that the Amended and Restated Declaration has been approved by the Owners of 51% or more of the total Homesteads and Ranch sites, whose signatures are attached hereto as Exhibit "D" and incorporated herein by reference.

THE RANCH HOMESTEAD OWNERS ASSOCIATION.  
An Arizona nonprofit corporation

By: [Signature]  
Its: President

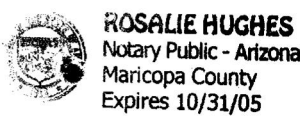
State of Arizona     )  
                                      ) ss.  
County of Maricopa   )

On this the 12 day of Oct, 2004, before me, the undersigned officer, personally appeared JOHN CONE, who acknowledged himself to be the President of the Board of Directors of the Association, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

In Witness Whereof I hereunto set my hand and official seal.

My Commission Expires:  
10-31-04

[Signature]  
Notary Public in and for Said County  
and State.



## EXHIBIT A

Legal Description of  
CAREFREE RANCH HOMESTEADS  
Phase I

Lots 1, 2 and 4 through 25 inclusive, and all other property located within CAREFREE RANCH HOMESTEADS PHASE ONE-AMENDED-REVISED, according to the plat of record recorded in the office of the recorder, Maricopa County, Arizona, in Book 193, Page 17, amended by subsequent plats recorded in Book 202 of Maps, Page 11, Book 215 of Maps, Page 38, Book 216 of Maps, Page 8, and Book 249 of Maps, Page 36, and Certificate of Correction recorded in Docket 14247, beginning at Page 1212 in the office of the recorder, Maricopa County, Arizona.



EXHIBIT B  
Legal Description of  
Historical Site

A parcel of land in Sections 18 & 19, Township 6 North, Range 5 East, Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at the Southwest corner of Section 18; thence North 00° 04' 21" West a distance of 250.00 feet; thence North 89° 55' 38" East a distance of 180.00 feet; thence South 00° 04' 22" East a distance of 525.00 feet; thence South 18° 47' 22" East a distance of 374.70 feet; thence South 61° 49' 59" West a distance of 340.00 feet; thence North 00° 05' 40" West a distance of 790.00 feet to the Point of Beginning.

Said parcel contains approximately five acres.

NW CR  
SEC 18

SW CR  
SEC 18  
NW CR  
SEC 19

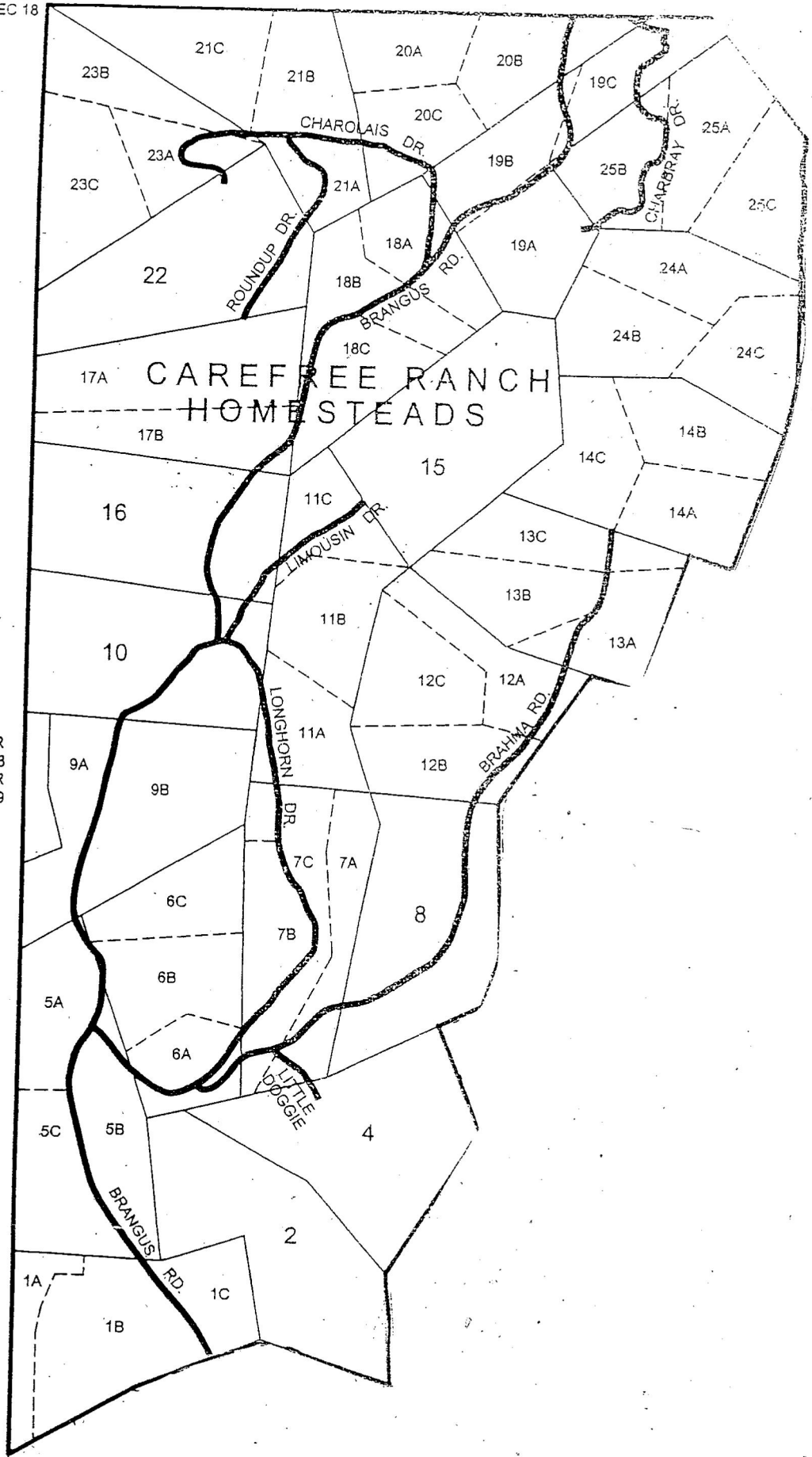


Exhibit C

## Written Instrument

Amended and Restated Declaration of Covenants, Conditions and Restrictions  
and Reservation of Easements

8/17/04

The undersigned Owner of Homesteads and Ranch site within Carefree Ranch Homesteads hereby consent to amend the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements, and all amendments thereto, in the manner set forth in the document entitled "Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservations of Easements 8/17/04" ("Amended and Restated Declaration").

This written instrument may be executed in counterparts and, upon receiving the approval of the Owners of 51% or more of the total Homesteads and Ranch sites, the President of the Association may execute the Amended and Restated Declaration and record it with the Maricopa County Recorder's office, attaching my signature as Exhibit C.

Dated this 22<sup>nd</sup> day of September.

Name Leanne B. Schoolland

Signature LEANNE B. SCHOOLLAND

Owner of Homestead or Ranch site # 2 A / 201

## Written Instrument

Amended and Restated Declaration of Covenants, Conditions and Restrictions  
and Reservation of Easements

8/17/04

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Dated this 26 day of September, 2004.Name C. PostieSignature C. PostieOwner of Homestead or Ranch site # 4/401



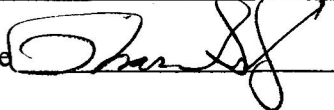
## Written Instrument

Amended and Restated Declaration of Covenants, Conditions and Restrictions  
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8/17/04

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Dated this 17<sup>th</sup> day of SEPTEMBER, 2004.Name RICHARD SLUTSKYSignature Owner of Homestead or Ranch site # SB / 502



Written Instrument

Amended and Restated Declaration of Covenants, Conditions and Restrictions  
and Reservation of Easements

8/17/04

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Dated this 22<sup>nd</sup> day of Sept, 2004.

Name Yinda Sakane

Signature \_\_\_\_\_

Owner of Homestead or Ranch site # 8976 E Brahma

6B/602

## Written Instrument

Amended and Restated Declaration of Covenants, Conditions and Restrictions  
and Reservation of Easements

8/17/04

subject to correcting the map \*

The undersigned Owner of Homesteads and Ranch site within Carefree Ranch Homesteads hereby consent to amend the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements, and all amendments thereto, in the manner set forth in the document entitled "Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservations of Easements 8/17/04" ("Amended and Restated Declaration").

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Dated this 16<sup>th</sup> day of September, 2004

Name Larry E. Thelen Trustee  
Margaret P. Thelen Trustee  
Signature [Signature]  
Owner of Homestead or Ranch site # 7-C\* / 703

Tax parcel # 219-47-050-D

F:\HOA\Ranch Homestead - 2379\General Counsel\Amendments to CC&amp;Rs\Documents\Written Instrument Form.wpd

\* The Lot numbers & Tax parcel numbers on Lot 7 are not correct on the attached map, as they do not match the County tax Assessor records nor the Lot numbers on our original purchase documents. Some of the other Lots also appear to be inconsistent relative to prior records or data. Please let us (over)

Know if you plan to change  
the lot numbers or whatever, but  
they need to at least have the  
correct tax parcel number so  
everyone is talking about the  
proper parcel.

Thanks,

Maureen + Larry Thelen  
(602) 268-5756



## Written Instrument

Amended and Restated Declaration of Covenants, Conditions and Restrictions  
and Reservation of Easements

8/17/04

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Dated this 20<sup>th</sup> day of SEPTEMBER, 2004.

Name THOMAS A GOLDENWAND

Signature 

Owner of Homestead or Ranch site # 8 / 801

## Written Instrument

Amended and Restated Declaration of Covenants, Conditions and Restrictions  
and Reservation of Easements

8/17/04

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Dated this 30 day of Sept, 2004Name Phillip T. SmithSignature Phillip T. SmithOwner of Homestead or Ranch site # 9A/901



## Written Instrument

Amended and Restated Declaration of Covenants, Conditions and Restrictions  
and Reservation of Easements

8/17/04

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Dated this 20th day of September, 2004Name Leigh R. Larson, TrusteeSignature Leigh R. LarsonOwner of Homestead or Ranch site # 9B/902

## Written Instrument

Amended and Restated Declaration of Covenants, Conditions and Restrictions  
and Reservation of Easements

8/17/04

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Dated this 20 day of September, 2004.

Name Jerry Brown

Signature Jerry R Brown

Owner of Homestead or Ranch site # 10A/1001

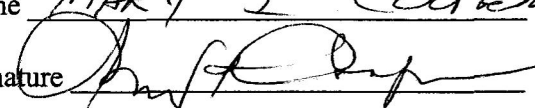
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Amended and Restated Declaration of Covenants, Conditions and Restrictions  
and Reservation of Easements

8/17/04

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Dated this 22<sup>nd</sup> day of Sept, 2004Name MARY I COOPERSignature Owner of Homestead or Ranch site # 12 / 1201

## Written Instrument

Amended and Restated Declaration of Covenants, Conditions and Restrictions  
and Reservation of Easements

8/17/04

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Dated this 22<sup>nd</sup> day of September, 2004.

Name

Signature

Owner of Homestead or Ranch site #

MARY I COOPER  
13B+C/13023



Written Instrument

Amended and Restated Declaration of Covenants, Conditions and Restrictions  
and Reservation of Easements

8/17/04

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Dated this 15<sup>th</sup> day of September, 2004.

Name Dorsey H. Lynch Sr

Signature Dorsey H. Lynch

as Member Representative  
Owner of Homestead or Ranch site # 1419 / 1401

A Member Representative

Chancellor Development LLC

Written Instrument

Amended and Restated Declaration of Covenants, Conditions and Restrictions  
and Reservation of Easements

8/17/04

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Dated this 24<sup>th</sup> day of Sept, 2004.  
Name Janna K Woods  
Signature Janna K Woods  
Owner of Homestead or Ranch site # 14B / 1402

Janna Woods  
Jack Hamilton  
owners



## Written Instrument

Amended and Restated Declaration of Covenants, Conditions and Restrictions  
and Reservation of Easements

8/17/04

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Dated this 5<sup>th</sup> day of OCTOBER, 2004.Name Kenneth B. WoodrawSignature KENNETH B. WOODRAWOwner of Homestead or Ranch site # 14C / 1403

## Written Instrument

Amended and Restated Declaration of Covenants, Conditions and Restrictions  
and Reservation of Easements

8/17/04

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Dated this 21 day of September, 2004.

Name Sterling Johnson

Signature [Handwritten Signature]

Owner of Homestead or Ranch site # 15A / 1501



Written Instrument

Amended and Restated Declaration of Covenants, Conditions and Restrictions  
and Reservation of Easements

8/17/04

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Dated this 17 day of Sept, 2004.

Name GARY COLREN

Signature [Handwritten Signature]

Owner of Homestead or Ranch site # 15B / 1502

20041216179

Written Instrument

Amended and Restated Declaration of Covenants, Conditions and Restrictions  
and Reservation of Easements

8/17/04

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Dated this 4<sup>th</sup> day of October, 2004.

Name Robert LAZUSKI

Signature [Signature]

Owner of Homestead or Ranch site # 16A/1601

## Written Instrument

Amended and Restated Declaration of Covenants, Conditions and Restrictions  
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8/17/04

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Dated this 21 day of September, 2004.

Name Sterling Johnson

Signature 

Owner of Homestead or Ranch site # 17A/1701

## Written Instrument

Amended and Restated Declaration of Covenants, Conditions and Restrictions  
and Reservation of Easements

8/17/04

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Dated this 24 day of September, \_\_\_\_\_.Name Berg HAYENGASignature Owner of Homestead or Ranch site # 18A / 1801

20041216179

Written Instrument

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and Reservation of Easements

8/17/04

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Dated this 17<sup>th</sup> day of October, 2004.

Name ROBERT LAZARRE

Signature [Handwritten Signature]

Owner of Homestead or Ranch site # 180/1802

## Written Instrument

Amended and Restated Declaration of Covenants, Conditions and Restrictions  
and Reservation of Easements

8/17/04

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Dated this 6~~th~~ day of OCTOBER, 2004.

Name JAMES F. COOK TRUSTEE

Signature James F. Cook

Owner of Homestead or Ranch site # 180/1803



## Written Instrument

Amended and Restated Declaration of Covenants, Conditions and Restrictions  
and Reservation of Easements

8/17/04

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Dated this 17<sup>th</sup> day of October, 2004

Name

Robert L. Linder

Signature

[Handwritten Signature]

Owner of Homestead or Ranch site #

19 / 1901

20041216179

Written Instrument

Amended and Restated Declaration of Covenants, Conditions and Restrictions  
and Reservation of Easements

8/17/04

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Dated this 17<sup>th</sup> day of October, 2004

Name Barbara L. Lutz

Signature [Signature]

Owner of Homestead or Ranch site # 20A/2001

20041216179

Written Instrument

Amended and Restated Declaration of Covenants, Conditions and Restrictions  
and Reservation of Easements

8/17/04

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Dated this 4<sup>th</sup> day of October, 2004.

Name Robert L. Lutz

Signature [Handwritten Signature]

Owner of Homestead or Ranch site # 20B/2002

20041216179

Written Instrument

Amended and Restated Declaration of Covenants, Conditions and Restrictions  
and Reservation of Easements

8/17/04

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Dated this 4<sup>th</sup> day of October, 2004.

Name BRETT LAZAR

Signature [Signature]

Owner of Homestead or Ranch site # 200/2003

## Written Instrument

Amended and Restated Declaration of Covenants, Conditions and Restrictions  
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8/17/04

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Dated this 21 day of September, 2004.

Name Sterling Johnson

Signature *Sterling Johnson*

Owner of Homestead or Ranch site # 21

/ 2101

## Written Instrument

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8/17/04

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Dated this 27th day of September, 2004.Name John W. ConeSignature [Handwritten Signature]Owner of Homestead or Ranch site # 22A

/2201

## Written Instrument

Amended and Restated Declaration of Covenants, Conditions and Restrictions

and Reservation of Easements

8/17/04

The undersigned Owner of Homesteads and Ranch site within Carefree Ranch Homesteads hereby consent to amend the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements, and all amendments thereto, in the manner set forth in the document entitled "Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservations of Easements 8/17/04" ("Amended and Restated Declaration").

This written instrument may be executed in counterparts and, upon receiving the approval of the Owners of 51% or more of the total Homesteads and Ranch sites, the President of the Association may execute the Amended and Restated Declaration and record it with the Maricopa County Recorder's office, attaching my signature as Exhibit C.

Dated this 21 day of September, 2004.Name Stirling JohnsonSignature Owner of Homestead or Ranch site # 2213

/ 2202

## Written Instrument

Amended and Restated Declaration of Covenants, Conditions and Restrictions  
and Reservation of Easements

8/17/04

The undersigned Owner of Homesteads and Ranch site within Carefree Ranch Homesteads hereby consent to amend the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements, and all amendments thereto, in the manner set forth in the document entitled "Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservations of Easements 8/17/04" ("Amended and Restated Declaration").

This written instrument may be executed in counterparts and, upon receiving the approval of the Owners of 51% or more of the total Homesteads and Ranch sites, the President of the Association may execute the Amended and Restated Declaration and record it with the Maricopa County Recorder's office, attaching my signature as Exhibit C.

Dated this 27th day of September, 2004.Name John W ConeSignature [Handwritten Signature]Owner of Homestead or Ranch site # 23

/ 2301