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**AMENDED AND RESTATED DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WILLIAMS PINE MEADOW ESTATES**

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**AMENDED AND RESTATED DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WILLIAMS PINE MEADOW ESTATES**

This Amended and Restated Declaration of Covenants, Conditions and Restrictions for Williams Pine Meadow Estates (“Declaration”) is made by the Owners and Members of Williams Pine Meadow Estates, Inc., an Arizona non-profit corporation (“Association”) as is effective beginning January 1, 2015.

RECITALS

A. WHEREAS, Transamerica Title Co., a California corporation, as Trustee (“Trustee”), for the benefit of Cholla Canyon Corporation, a Nevada corporation (“Developer”), recorded a Declaration of Restrictions on April 27, 1995 at Docket 1764, Page 405, official records of Coconino County, Arizona Recorder; Trustee recorded a Declaration of Restrictions on October 17, 1995 at Docket 1812, Page 904, official records of Coconino County, Arizona Recorder; Williams Pine Meadow Estates, Inc., an Arizona non-profit corporation (“Association”) recorded a Williams Pine Meadow Estates, Inc. Revised and Restated Declaration of Covenants, Conditions and Restrictions on August 28, 2006 at Instrument No. 3399781, official records of Coconino County, Arizona Recorder [which document was erroneously recorded, as set forth in the Affidavit of Erroneous Recording / Notice of Correction, recorded by the Association on February 23, 2010 at Instrument No. 3554135, official records of Coconino County, Arizona Recorder]; the Association recorded a Williams Pine Meadow Estates, Inc. Revised and Restated Declaration of Covenants, Conditions and Restrictions on May 27, 2007 at Instrument No. 3439775, official records of Coconino County, Arizona Recorder [which document was erroneously recorded, as set forth in the Affidavit of Erroneous Recording / Notice of Correction, recorded by the Association on February 23, 2010 at Instrument No. 3554134, official records of Coconino County, Arizona Recorder]; the Association recorded a Williams Pine Meadow Estates, Inc. Revised and Restated Declaration of Covenants, Conditions and Restrictions on December 29, 2009 at Instrument No. 3549233, official records of Coconino County, Arizona Recorder [which document was erroneously recorded, as set forth in the Affidavit of Erroneous Recording / Notice of Correction, recorded by the Association on January 27, 2010 at Instrument No. 3551904, official records of Coconino County, Arizona Recorder] (individually and collectively referred to as “Original Declaration”);

B. WHEREAS, the Original Declaration governs the following described real property situated within the County of Coconino, State of Arizona (“Property” or “Subdivision”):

LOTS 1 to 41, both inclusive, WILLIAMS PINE MEADOW ESTATES, according to the plat recorded in Case 6, Maps 21 and 21A, records of Coconino County, Arizona Recorder;

Parcels "A" and "B," WILLIAMS PINE MEADOW ESTATES, according to the plat recorded in Case 6, Maps 21 and 21A, records of Coconino County, Arizona Recorder; and

All private roadways (known as Pine Ridge Drive, Pine Ridge Circle, Canyon View Loop, Pine Meadow Drive, Deer Pass Road and Deer Pass Circle) within WILLIAMS PINE MEADOW ESTATES, according to the plat recorded in Case 6, Maps 21 and 21A, records of Coconino County, Arizona Recorder.

C. WHEREAS, it is recognized that the lands in Williams, Arizona evince a natural beauty and attractiveness;

D. WHEREAS, the Original Declaration was established to provide a general scheme of improvement and development of the Property to complement and enhance this natural beauty; and

E. WHEREAS, the Association, by and through its Members, wishes to amend and restate the Declaration in its entirety as set forth herein;

F. NOW THEREFORE, the Association hereby declares that all of the Property is and shall be held, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to this Declaration, as amended or modified from time to time. This Declaration is declared and agreed to be in furtherance of a general plan for the stated Property's improvements and is established for the purpose of enhancing and perfecting the value, desirability, and attractiveness of said real property. All of this Declaration with subsequent amendments shall run with all of said real property for all purposes and shall be binding upon and inure to the benefit of the Association, all Owners and their heirs, successors in interest, and assigns.

ARTICLE I DEFINITIONS

1. "Architectural Committee" means the committee established by the Board pursuant to Article VI of this Declaration.
2. "Articles" means the Articles of Incorporation of the Association which have been filed in the Office of the Corporation Commission of the State of Arizona, as said Articles may be amended from time to time.
3. "Association" means Williams Pine Meadow Estates, Inc., an Arizona non-profit corporation, its successors and assigns;
4. "Board" means the Board of Directors of the Association;

5. "Bylaws" means the bylaws of the Association, as such bylaws may be amended from time to time.

6. "Common Area" means all real property and improvements, including Parcels A and B on the Plat, the fire suppression equipment located within Parcels A and B, and all roads other than private driveways, and all areas within the Property as shown on the Plat, other than those areas defined herein as a "Lot" and all other real property and improvements that may now or hereinafter be owned by the Association.

7. "Developer" means Cholla Canyon Corporation, a Nevada corporation.

8. "Governing Documents" mean the Articles of Incorporation, the Declaration, the Bylaws, the Rules and Regulations, and policies of the Association.

9. "Lot" and the plurals thereof mean the numbered lots as depicted on the Plat for the Subdivision;

10. "Owner" or "Owners" means the record holder of fee title to any Lot, any purchaser under an agreement of sale or contract of purchase and, in the case of a Lot owned in trust, the Owner shall be the trustor if the trust is revocable and the Owner shall be the trustee if the trust is irrevocable. "Owner" excludes those having an interest in the Lot merely as security for the performance of an obligation.

11. "Plat" shall mean the FINAL PLAT WILLIAMS PINE MEADOW ESTATES, recorded in Case 6, Maps 21 and 21A, of the official records of the County Recorder of Coconino County, Arizona.

12. "Single Family" shall mean a group of one or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than three persons not all so related, together with their domestic employees, who maintain a common household.

13. "Visible From Adjacent Roadway" shall mean, with respect to any given object, that such object is or would be visible to a person six feet tall, standing on any part of adjacent public or private roadway (excluding a driveway) at an elevation no greater than the designed elevation of the adjacent public or private roadway.

ARTICLE II USE RESTRICTIONS

1. Residential Use. All Lots within the Subdivision shall be used, improved and devoted exclusively to residential use by a Single Family and no gainful occupation, profession, trade, business, or other non-residential use shall be conducted upon or from any Lot provided that an Owner or any resident may conduct limited business activities in the residence on a Lot so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot, (b) the business activity conforms to all applicable

zoning requirements, (c) the business activity does not involve door-to-door solicitation of other Owners or residents, (d) the business activity does not generate drive-up traffic or customer or client parking, and (e) the business activity is consistent with the residential character of the Property, does not constitute a nuisance or a hazardous or offensive use, and does not threaten the security or safety of other Owners or residents, as may be determined in the sole discretion of the Board.

2. Construction, Improvements and Alterations on Lots. Without the prior written approval of the Architectural Committee, no person or entity of any nature shall commence or maintain any improvements or structures of any nature upon any of the Lots, including without limitation, excavation, site preparation, demolition of existing improvements, landscaping, fences, walkways, roadways, driveways, signs, exterior lights, foundations, exterior painting, walls or buildings of any nature (other than repainting in the same color and color scheme as originally approved) either temporary or permanent, or any alterations or additions to the exterior of any improvements or structures previously approved by the Architectural Committee. The improvements and structures on the Lots shall also be subject to the following restrictions at all times and, except as specifically set forth below, the Architectural Committee may not approve any improvements or structures, nor shall any improvements or structures be constructed or maintained upon any of the Lots which violate any of the following restrictions:

(a) All improvements and structures erected on the Lots shall be of new construction, and no improvement or structure shall be moved or removed from other locations onto a Lot.

(b) Not more than one residential dwelling structure for a Single Family may be erected on any individual Lot; provided, however, such dwelling structure may contain a detached guest and/or employee's quarters together with a private garage. Any such guesthouse shall be placed a minimum of twenty-five feet (25') from the main dwelling house. No outbuildings shall be erected, placed or maintained on any Lot. Every residential dwelling structure hereinafter constructed shall have a fully enclosed floor area devoted to living purposes, exclusive of porches, terraces and garages of not less than 1,600 square feet. "Floor area" shall mean all of that area which has a ceiling height of not less than 6 feet 6 inches. All residential dwelling structures must include at least one standard size carport or garage.

(c) No building or structure shall be erected, placed or maintained on any Lot nearer than twenty feet (20') to any Lot line bordering on a street, twenty feet (20') to any rear Lot line, or ten feet (10') to any side Lot line not bordering on a street. The setback requirements herein provided may be waived, in writing, by a recordable certificate delivered to a petitioning Owner, wherein the Architectural Committee makes a finding that the setback requirements would work an undue hardship, or where a variation thereof would be in the best interest of the Owner and Subdivision as a whole; provided, however, in no event shall the Architectural Committee permit a structure to be located nearer than ten feet (10') to any Lot line bordering on a street or twenty feet (20') from any structure located on an adjacent Lot.

(d) On all lots, no structure may be erected, placed or maintained on a Lot at a height greater than twenty-eight feet (28') from a point at which the highest finished grade line of the Lot adjoins the foundation of the structure, in the case of a conventional foundation, or in

the case of a non-conventional foundation, where the walls of the structure would intersect said grade line, were the walls of the structure extended the shortest vertical distance to the ground. The height requirements herein provided may be waived, in writing, by a recordable certificate delivered to a petitioning Owner, wherein the Architectural Committee makes a finding that the height requirements would work an undue hardship, or where a variation thereof would be in the best interest of the Owner and Subdivision as a whole.

(e) All exterior colors and outside lights and lighting fixtures shall be indigenous to the natural surroundings and shall be subject to the approval of the Architectural Committee.

(f) Upon commencement of construction, the Owner shall proceed with reasonable dispatch and due diligence to complete any improvement or structure. Notwithstanding the generality of the foregoing, each residential dwelling structure (along with any applicable guest or employee's quarters and carport or garage) shall be completed within eighteen (18) months from the start of construction, except that extensions to that time period may be issued by the Architectural Committee. Start of construction shall be defined as receipt of a valid building permit and completion of construction shall be defined as receipt of a Certificate of Occupancy.

(g) Fences, walls and hedges encompassing the perimeter of any lot, and impeding the free roaming of the area's natural wildlife will not be permitted. All other walls, hedges or fences placed upon the property must be done in an architecturally pleasing manner and have the prior written approval of the Architectural Committee.

(h) No structures of a temporary character shall be permitted on a Lot except temporary construction shelters or facilities maintained during, and used exclusively in connection with the construction of any improvements or structures approved by the Architectural Committee. The Architectural Committee shall have the exclusive right to determine how long any such temporary structures may remain on a Lot.

3. Subdivision. No Lot shall be subdivided into smaller lots, and no portion of any Lot or any easement or other interest therein shall be conveyed, leased or otherwise in less than the full original dimension as set forth in the Plat.

4. Fire Prevention. Due to the large number of trees in the Subdivision and the possibility of forest fires from time to time:

(a) Each of the Owners of the Lots shall at all times maintain his entire Lot cleared of hazardous vegetable growth and other flammable materials in accordance with the regulations and guidelines of the U.S. Forest Service, the City of Williams and the Association, if any;

(b) All buildings upon said Lot shall have not less than two garden hose outlets with adequate hoses so as to permit a stream of water to be directed at all sides and the roof of said building;

(c) Each Owner shall own and maintain a sufficient number of fire extinguishers to adequately protect the improvements upon the Lot;

(d) No Owner shall maintain any flammable materials, other than those materials necessary for periodic household maintenance or otherwise use his Lot in a manner which would create a fire danger to any of the Lots;

(e) Each Owner shall be bound by all fire protection rules and regulations and ordinances issued by the U.S. Forest Service, the City of Williams and the Association, if any;

(f) Private driveways will be a minimum of 20' wide with a surface sufficient to support a 50,000 pound fire truck. If a private driveway is greater than 150' in length, an improved surface turn-around with a minimum radius of 50' or a loop driveway shall be provided;

(g) Spark arresters shall be installed and maintained at all times on all chimneys upon the Lots;

(h) No open fires or burning shall be permitted on any Lot without a valid permit issued by the City of Williams and in accordance with the regulations pursuant to such permit. No incinerators or like equipment shall be placed, allowed or maintained upon any Lot. The foregoing shall not be deemed to preclude the customary and prudent use of outdoor barbecues or grills, unless such use is prevented or restricted by fire protection rules or regulations.

5. Animals. No animals, birds, fowl, poultry, fish, reptiles or livestock shall be permitted or kept on or in connection with any Lot except that a reasonable number of dogs, cats, birds or other commonly accepted household pets in accordance with the Association Rules may be kept on a Lot so long as:

(a) Such pets are at all times kept within the boundaries of the Lot of their owner or under the control of their owner;

(b) Such pets do not make an unreasonable amount of noise and do not offend or annoy other Lot owners; and

(c) Such pets are not kept, bred or maintained for any commercial purpose.

Any structure for the care, housing or confinement of any animal may be constructed so as to be Visible From Adjacent Roadway only as approved by the Architectural Committee. Upon written request of any Owner, the Association may conclusively determine, in its sole and absolute discretion, whether any animal as described herein is a commonly accepted household pet, whether the number of pets on the Lot is reasonable, and whether one or more pets constitutes a nuisance. The Board may require the removal of any animal that does not meet the qualifications of this Section. Any decision rendered by the Association shall be enforceable

as are other restrictions contained herein. Owners shall be liable for any and all damage to property and injuries to persons and other animals, fish and fowl caused by their household pets.

6. Signs. No signs whatsoever which are Visible From Adjacent Roadway shall be erected or maintained on any Lot except:

(a) Signs required by legal proceedings and signs required by law to be allowed on the Lot;

(b) Commercially-produced "For Sale", "For Lease" and temporary "Open House" signs, each no larger than eighteen by twenty-four inches (18" x 24") and sign riders no larger than six by twenty-four inches (6" x 24") erected in connection with the marketing of any Lot;

(c) Political signs as permitted by the City of Williams and Coconino County may be placed on the Lot up to seventy-one (71) days before an election and up to three (3) days after an election;

(d) Street and residence names and numbers, mailing addresses and other identifications and directory designations, markings and insignia as may be approved by the Architectural Committee or permitted by the Architectural Guidelines;

(e) "No Trespassing" signs in accordance with A.R.S. § 13-1502(A)(1), as may be amended from time to time; and

(f) Signs approved in writing by the Architectural Committee.

7. Antennas and Satellite Dishes. No radio, television or other antennas or devices of any kind or nature, or device for the reception or transmission of television, radio, microwave or other similar signals, shall be placed or maintained upon any Lot except in compliance with the Association Rules and the Architectural Committee Rules and except those devices covered by 47 C.F.R. § 1.400 (Over-the-Air Reception Devices Rule), as amended, repealed, or recodified, will be permitted. Any such device shall comply with the applicable antenna installation rules of the Association and shall be mounted, to the extent reasonably possible, so as to not be Visible From Adjacent Roadway. The devices governed by 47 C.F.R. § 1.400 (Over-the-Air Reception Devices Rule) as of the date of the recording of this Declaration are as follows: (i) Direct Broadcast Satellite ("DBS") antennas one meter in diameter or less, and designed to receive direct broadcast satellite service, including direct-to-home satellite service, or receive or transmit fixed wireless signals via satellite; (ii) Multi-point Distribution Service ("MDS") antennas one meter or less in diameter or diagonal measurement, designed to receive video programming services (wireless cable) or to receive or transmit fixed wireless signals other than via satellite; (iii) Antennas designed to receive local television broadcast signals ("TVBS"); and (iv) Antennas designed to receive and/or transmit data services, including Internet access. If the FCC expands the types of antennas that fall under the FCC Rule, this Section 7 shall encompass those antennas as well.

8. Flags and Flagpoles. An Owner may install one (1) flagpole on the Lot with the prior written approval of the Architectural Committee in accordance with Section 2 herein and in accordance with the Design Guidelines. Flags that are required by law to be permitted may be flown on the Lot Visible From Adjacent Roadway in accordance with the Federal Flag Code (P.L. 94-344); however, the Design Guidelines may limit the number of flags displayed to two (2) at a time. Other flags may be flown only with the prior written approval of the Architectural Committee or as specifically permitted by the Design Guidelines.

9. Tanks, Clotheslines, Woodpiles, Trash and Garbage. No tanks of any kind, elevated above the surface of the ground, shall be erected, placed or permitted on any Lot. No exterior clothesline or clothes washing or drying equipment shall be permitted on any Lot. All rubbish, trash or garbage shall be kept in closed containers and not allowed to accumulate on any of the Lots. Equipment, unsightly items, and rubbish, trash and garbage containers shall be kept screened by adequate planting so as to conceal them so they are not Visible From Adjacent Roadway. Incineration of rubbish, trash, or garbage shall not be permitted. Small piles of firewood may be kept neatly stacked on a Lot so long as they are not unsightly and do not present a fire hazard.

10. Vehicles. No housetrailer, mobile home, motorized motor home, camper, camper truck, tent, boat, other type of trailer or bus, dune buggy, ATV or the like shall at any time be placed upon, stored or lived in on any of the Lots or on any street adjacent to any of the Lots, except in a garage on the Lot and except as otherwise provided herein. The Board of Directors may give an Owner approval for a specified period to keep the above-mentioned vehicle(s) or piece(s) of equipment on a Lot if the Board is satisfied that it is adequately screened or concealed from view so as not to be Visible From Adjacent Roadway. One utility trailer not used for living purposes may be kept on a Lot, so long as such utility trailer meets any size limitations imposed by the Board in the Rules. A motorized motor home, camper, camper truck, or other trailer may be temporarily kept upon a Lot for not more than thirty (30) days in any calendar year unless Board of Directors, in its sole and absolute discretion, allows for a longer period. All vehicles operated within the subdivision shall be operated at or below the posted speed limits. Vehicles may be operated only on the areas designated and maintained as roads or on the Owner's Lot.

11. Nuisances. No outside speakers, amplifiers or other sound producing equipment shall be permitted to be installed or maintained on any Lot. No speakers, amplifiers or other sound producing equipment shall be operated at a level that is audible to other Lots. No activity may be carried on or permitted on any of the Lots which may be or become an annoyance, embarrassment or nuisance to the Subdivision or the residents therein, including without limitation annoying or offensive sounds or odors. No hazardous activities shall be conducted upon any of the Lots. No improvements which are unsafe or hazardous to any person or property shall be permitted. The Board of Directors in its sole discretion shall have the right to determine the existence of any such nuisance.

12. Hunting and Firearms. No hunting is permitted within the Subdivision. Discharging of firearms is prohibited.

13. Rental of Lots. No Lot or the improvements thereon shall be used for hotel or other lodging or transient service or purpose. No Owner shall lease his Lot except in accordance with the following terms and conditions: (a) all leases must be in writing; (b) the entire Lot must be leased (i.e., a guest house may not be leased separately from the main residential dwelling structure); (c) a Lot may be leased only to a Single Family; (d) all leases must be for a minimum six (6) months; (e) all leases shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and Association Rules, and any failure by the lessee to comply with the terms of the Declaration and Association Rules shall be a default under the lease and grounds for eviction; and, (f) a copy of the lease, along with any rental registration forms adopted by the Board, must be delivered to the Association within ten (10) days of the commencement of the lease term or renewal term. An Owner who leases his Lot shall be responsible for assuring compliance by the lessee(s) with all of the provisions of the Governing Documents and shall be jointly and severally responsible for any violations by such lessee(s).

14. Water and Sewer. Each Owner shall be responsible for constructing and maintaining an approved sewage and waste water system and shall comply with all requirements of the Coconino County Health Department and the Arizona Department of Environmental Quality ("ADEQ") in connection therewith. Each Owner is further aware of the fact that if the Owner decides to haul drinking water, the hauler shall comply with the requirements of the ADEQ and the Arizona Administrative Code, Title 18, Chapter 4, as may be amended from time to time. Further, each Owner is aware of the fact that ADEQ may require a backflow preventer device to be installed by the Owner. Should any Owner decide to drill a private well, the waste water system and well must maintain a minimum one hundred foot (100') separation or comply with any rules of ADEQ or Coconino County Health Department then in effect.

ARTICLE III MAINTENANCE

1. Maintenance of Common Area. The Association, or its duly delegated representative, agent, or contractor, shall manage, maintain, repair and replace the Common Area and all Improvements thereon, except the Association shall not maintain areas which any governmental entity is obligated to maintain. The Board shall be the sole judge as to the appropriate maintenance of the Common Area. The Association may, at any time, as to any Common Area, conveyed, leased, or transferred to it, or otherwise placed under its jurisdiction, in the discretion of the Board, without any approval of the Owners being required, perform all such acts which the Board deems necessary to preserve and protect the Common Area and the beauty thereof, in accordance with the general purposes specified in this Declaration.

2. Maintenance of Lots. No improvements or structures upon any Owner's Lot shall be permitted to fall into disrepair. Each improvement and structure on a Lot shall at all times be kept in good working condition and repair and adequately painted or otherwise finished. Each Owner shall further maintain the Lot and all improvements thereon in accordance with the Association Rules.

3. Improper Maintenance and Use of Lots. In the event (i) an Owner of any Lot fails to maintain their Lot and the improvements thereon in accordance with the standards set forth in Section 2 of this Article III, (ii) a Lot is maintained as to present a public or private nuisance or an unreasonable condition, or as to substantially detract from the appearance or quality of the surrounding Lots or other areas of the Property, or (iii) any portion of a Lot is being used in a manner which violates the Governing Documents, the Association shall have the right and option to take action as may be necessary, in the discretion of the Board, to correct such violation, breach or default, including without limitation removal of any unauthorized personal property and placing the same in storage at the expense of the defaulting Owner, repainting the exterior of any building which has been painted in an unapproved manner or color, and cleaning up any unsightly material or debris upon any Lot. Except in emergency circumstances, including, but not limited to, fire danger or sewer or waste water disposal which poses danger or hazard to any of the Lots or the residents thereon, before taking such action, the Association shall give the Owner written notice of the corrective action required and a time frame to complete the corrective action. All costs and expenses, including reasonable attorneys' fees, incurred by the Association shall be paid by the Owner to the Association on demand. Any sum not paid by an Owner may be levied and collected in the same manner as an Assessment pursuant to Article VII.

4. Damage or Destruction of Common Area By Owners. In the event that the need for any maintenance of repairs to the Common Areas (or other area for which the Association is responsible) is caused through the willful or negligent act of the Owner, his agents, tenants, family, guests or invitees, the Association's cost of maintenance and/or repairs shall be paid by the Owner to the Association on demand. Any sum not paid by an Owner may be levied and collected in the same manner as an Assessment pursuant to Article VII.

ARTICLE IV PROPERTY RIGHTS AND EASEMENTS

1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Areas and such easement 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 limit the number of guests of Members and to impose other requirements on use by guests of Members;

(b) The right of the Association to restrict the uses and activities on the Common Area through the Rules;

(c) The right of the Association to restrict or prohibit access or use of certain portions of the Common Area, such as landscaped areas, as may be necessary for maintenance or preservation of the Common Area; and

(d) The right of the Association to grant easements upon, over, and/or under all or any part of the Common Areas to any public agency, authority or utility for such purposes, and subject to such conditions, as may be agreed to by the Board of Directors.

2. **Maintenance Easement.** There is hereby reserved a blanket easement upon, over, across and under the Property for the purpose of access, ingress to and egress from any portion of the Property for the purpose of performing any maintenance or other function which the Association is empowered or obligated to perform under this Declaration. An authorized representative of the Association, and all contractors, repairmen or other agents employed or engaged by the Association, shall be entitled to reasonable access to each of the Lots as may be required in connection with maintenance, repairs or replacements of or to the Common Areas or any equipment, facilities or fixtures affecting or serving other Lots and the Common Areas, or to perform any of the Association's duties or responsibilities hereunder.

3. **Reserved Easements.** The Association reserves all easements depicted or referred to in the Plat of this Subdivision and also reserves an easement consisting of a ten foot (10') strip of land along all boundary lines of the Lots for all utility purposes, including, without limitation, the installation and maintenance of the electric lines or transmission equipment, telephone lines, water (domestic and irrigation), sewer (storm or sanitation), and gas lines.

ARTICLE V THE ASSOCIATION, MEMBERSHIP, VOTING RIGHTS

1. **The Association.** The Association is an Arizona corporation charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws, and this Declaration. The Association may exercise any right or privilege given to the Association expressly by the Governing Documents and every other right or privilege reasonably to be implied from the existence of any right or privilege given to the Association by the Governing Documents or reasonably necessary to effectuate any such right or privilege.

2. **Board of Directors.** The affairs of the Association shall be conducted by a Board of Directors and such Officers as the Directors may elect or appoint, in accordance with the Articles and the Bylaws, as same may be amended from time to time. Unless the Governing Documents specifically require the vote or written consent of the Members, approvals or actions to be given or taken by the Association shall be valid if given or taken by the Board of Directors.

3. **Rules.** By a majority vote of the Board, the Association may, from time to time and subject to the provisions of this Declaration, adopt, amend, and repeal rules and regulations to be known as the "Association Rules" or "Rules". The Association Rules may restrict and govern the use of any area by any Owner, or by any invitee, licensee, or lessee of such Owner; provided, however, that the Rules may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles or Bylaws. A copy of the Rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner and may be recorded. The Rules shall have the same force and effect as if they were set forth in and were a part of the Declaration.

4. Membership. Every Owner of a Lot shall be a Member of the Association. Although all persons who are Owners of a Lot shall be Members of the Association, only one (1) membership shall exist for a single Lot. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The rights and obligations of an Owner and a membership in the Association shall not be assigned, transferred, pledged or alienated in any way, except upon the transfer of the Lot, whether by sale, intestate succession, testamentary disposition, foreclosure of a mortgage or other legal process transferring fee simple title to such Lot. Any attempt to make a prohibited transfer shall be void. Each Member shall have such other rights, duties, and obligations as set forth in the Articles, Bylaws and applicable law, as same may be amended from time to time.

5. Voting Rights and Procedures. All Members shall be entitled to one (1) vote for each Lot owned. When more than one person owns a Lot, the vote for the Lot shall be exercised as they themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot and fractional votes shall not be permitted. If the Owners are unable to agree among themselves as to how their vote(s) shall be cast, they shall lose their right to cast their vote(s) on the matter in question. If any Member casts a vote representing a certain Lot, it will thereupon conclusively be presumed for all purposes that he or she was acting with the authority and consent of all other Owners of the same Lot unless objection thereto is made prior to the deadline for casting the vote. In the event that more than one vote is cast for a particular Lot, and one or more conflicting votes are cast, then none of the votes shall be counted and all of the votes for the Lot shall be deemed void.

6. Suspension of Voting Rights. In the event any Owner shall be in arrears in the payment of any amount due under any of the provisions of the Governing Documents for a period of fifteen (15) days, such Owner's rights to vote and all other rights as a Member of the Association are suspended until all amounts due under the Governing Documents are paid in full. In the event any Owner violates any provision of the Governing Documents, such Owner's rights to vote and all other rights as a member of the Association may be suspended for a reasonable time frame (as determined by the Board).

7. Limitation of Director Liability. In accordance with the provisions of the Nonprofit Corporation Act (set forth at A.R.S. § 10-3101 et seq., as may be amended from time to time), each Director shall be immune from civil liability and shall not be subject to suit indirectly or by way of contribution for any act or omission resulting in damage or injury if said Director was acting in good faith and within the scope of his official capacity (which is any decision, act, or event undertaken by the Association in furtherance of the purpose or purposes for which it is organized) unless such damage or injury was caused by willful and wanton or grossly negligent conduct of the Director. This provision intends to give all Directors the full extent of immunity available under the Nonprofit Corporation Act.

8. Indemnification. The Association shall indemnify every officer, director, and agent of the Association against any and all expenses, including attorneys' fees, reasonably incurred by or imposed upon any officer or director of the Association in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by

the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or an agent of the Association, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers, directors, and agents shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except indirectly to the extent that such officers or directors may also be Owners of the Association and therefore subject to Assessment to fund a liability of the Association), and the Association shall indemnify and forever hold each such officer, director, and agent free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, agent or former officer, director, or agent of the Association, may be entitled. This indemnification shall be mandatory in all circumstances in which indemnification is permitted by law; provided, however, that the Association shall have the right to refuse indemnification if the person to whom indemnification would otherwise have been applicable shall have unreasonably refused to permit the Association, at its own expense and through counsel of its own choosing, to defend him or her in the action.

ARTICLE VI ARCHITECTURAL COMMITTEE

1. **Organization and Duties.** There shall be an Architectural Committee, which shall consist of three (3) members. At least one member of the Architectural Committee must be a member of the Board of Directors, who shall serve as chairperson of the Architectural Committee. The right to appoint and remove all regular members of the Architectural Committee at any time is vested solely in the Board of Directors. Any member of the Architectural Committee may at any time resign from the Committee by giving written notice thereof to the Board. Vacancies on the Architectural Committee however caused, shall be filled by the Board. It shall be the duty of the Architectural Committee to consider and act upon any and all proposals or plans submitted to it pursuant to the terms hereof and to carry out all other duties imposed upon it by this Declaration.

2. **Design Guidelines.** The Architectural Committee may, from time to time and with the approval of the Board of Directors, adopt, amend and repeal guidelines and regulations to be known as "Design Guidelines". The Design Guidelines may, among other things, establish a procedure for the preparation, submission and determination of applications for construction and alteration of structures and improvements, set forth the standards and procedures for Architectural Committee review, and establish guidelines for architectural design, placement of buildings, landscaping, color schemes, exterior finishes and materials and other related functions.

3. **Meetings and Decisions.** The Architectural Committee shall meet from time to time as necessary to perform its duties hereunder. The Architectural Committee shall have the right to refuse to approve any plans or specifications or grading plan which are not suitable or desirable, in its opinion, for aesthetic or other reasons, and in so passing upon such plans, specifications and grading plans, and without any limitation of the foregoing, it shall have the right to take into consideration the suitability of the proposed building, improvement or other structure (as planned) on the outlook from the adjacent or neighboring Property.

4. Waiver. The approval or disapproval by the Architectural Committee of any plans, drawings or specifications for any work done or proposed, or for any other matter requiring the approval of the Architectural Committee shall be in writing and shall not be deemed to constitute a waiver of any right to approve or withhold approval of any similar plan, drawing, specification or matter subsequently submitted for approval.

5. Changes or Alterations from Approved Plans. All subsequent additions to or changes or alterations in any building, fence, wall or other structure, including exterior color scheme and building materials, shall be subject to the prior approval of the Architectural Committee. No changes or deviations in or from such plans and specifications once approved shall be made without the prior written approval of the Architectural Committee.

ARTICLE VII ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments. 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 covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments (collectively or individually referred to as "Assessments"), such Assessments to be established and collected as hereinafter provided. The Assessments, together with late fees, interest, collection costs, court costs, and reasonable attorneys' fees, shall be a charge on the Property and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with late fees, interest, collection costs, court costs, and reasonable attorneys' fees shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to his successor in title unless expressly assumed by them.

2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the Owners of the Property and for the improvement and maintenance of the Common Area.

3. Annual Assessments. The Board shall fix the amount of the annual assessment against each Lot in accordance with the limitations set forth below in advance of each annual assessment period and give each Owner written notice of the annual assessment at least thirty (30) days in advance of each annual assessment period. However, the failure to give such notice shall not affect the validity of the annual assessment established by the Board nor relieve any Owner from its obligation to pay the annual assessment equal to the annual assessment for the year immediately preceding until the Owner has been given thirty (30) days notice of the new annual assessment amount. Until January 1, 2015, the maximum annual assessment shall be Five Hundred Dollars (\$500.00) per Lot. From and after January 1, 2015, the maximum annual assessment may be increased each year by the Board without a vote of the members by an amount not to exceed twenty percent (20%) over the annual assessment for the immediately preceding calendar year; provided, however, that such limitation may be exceeded at any time with the approval of the majority of the Members, or as otherwise provided by Arizona law.

Subject to the restrictions contained herein, the Board may increase or decrease the annual assessments as deemed necessary or desirable by the Board and the annual assessments may be changed or modified during any fiscal or calendar year.

4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment for any proper Association purpose; provided, however, that any such special assessment shall have the approval of Members holding two-thirds (2/3) of the votes cast, in person or by absentee ballot, at a meeting duly called for this purpose after not less than thirty (30) days written notice to all Members.

5. Uniform Rate of Assessment. Both annual and special Assessments must be fixed at a rate uniform for all Lots.

6. Due Dates for Assessments. The due dates for Assessments shall be established by the Board of Directors and Assessments may be collected on a monthly, quarterly, semi-annual or annual basis.

7. Certificate of Payment. The Association shall, upon written request, and for a reasonable charge, furnish to a person acquiring an interest in any Lot and a lienholder, escrow agent, Owner or person designated by an Owner a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. Such statement will be provided within the time period required by law. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

8. Effect of Nonpayment of Assessments; Remedies of the Association. Any Assessments which are not paid when due shall be delinquent. In the event any Assessment is not paid within thirty (30) days from the due date, the Assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and may be subject to a late fee established by the Board and as permitted by applicable law. In the event the Owner of any Lot fails to pay an Assessment due, the Association, by and through its Board of Directors, may enforce the payment of the Assessment in any manner provided by law or in equity or, without any limitation of the foregoing, by either or both of the following actions concurrently or separately (and by exercising any of the remedies hereinafter set forth the Association does not prejudice or waive its right to exercise any other remedies):

(a) Enforcement by Suit. Commence a suit at law in the name of the Association against the Owner (or former Owner) personally obligated to pay the Assessment, to enforce each such Assessment obligation. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon at the rate of eighteen percent (18%) per annum from the date of delinquency, late fees, collection costs, lien fees, court costs, and reasonable attorneys' fees in such amount as the court may adjudge against the delinquent Owner (or former Owner).

(b) Enforcement by Foreclosure. Foreclose the Assessment lien against the Lot in accordance with the then prevailing Arizona law relating to the foreclosure of realty mortgages (including the right to recover any deficiency), subject to the right of redemption of

the Lot after foreclosure sale as provided by law. The Association, acting on behalf of the Owners, shall have the power to bid on an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the Lot.

9. **Surplus Funds.** The Association shall not be obligated to spend in any fiscal 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 Board, in its discretion, may determine to be desirable for the greater financial security of the Association.

ARTICLE VIII ENFORCEMENT

1. **Right of Enforcement.** The Association or any Owner shall have the right to enforce the Governing Documents. This right of enforcement shall be in any manner provided for in the Governing Documents or by law or in equity, including, but not limited to, 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 Lots and/or the improvements thereon.

2. **Notice of Violation.** The Association shall have the right to record a written notice of a violation by any Owner or resident of any restriction or other provision of the Governing Documents. The notice shall be executed by an officer of the Association and shall contain substantially the following information: (i) the name of the Owner or resident violating, or responsible for the violation of, the Governing Documents; (ii) the legal description of the Lot against which the notice is being recorded; (iii) a brief description of the nature of the violation; (iv) a statement that the notice is being recorded by the Association pursuant to this Declaration; and (v) a statement of the specific steps which must be taken by the Owner or occupant to cure the violation. Recordation of a notice of violation shall serve as notice to the Owner and resident, and any subsequent purchaser of the Lot, that there is such a violation. If, after the recordation of such notice, it is determined by the Association that the violation referred to in the notice does not exist or that the violation referred to in the notice has been cured, the Association shall record a notice of compliance which shall state the legal description of the Lot against which the notice of violation was recorded, and the recording data of the notice of violation, and shall state that the violation referred to in the notice of violation has been cured or that the violation did not exist.

3. **Costs of Enforcement.** In the event the Association acts to enforce the Governing Documents, regardless of whether suit is filed, the Association shall be entitled to recover, in addition to any other remedy, reimbursement for attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith including but not limited to the Association's administrative costs and fees. Said attorneys' fees, costs and expenses shall be imposed and collectible in the same manner as Assessments. If, however, a lawsuit is filed, and the Owner is the prevailing party in such lawsuit, the Owner shall not be required to pay the Association's attorneys' fees, court costs, costs of investigation and other related expenses incurred therewith. If any lawsuit is filed by any Owner to enforce the

provisions of the Governing Documents or in any other manner arising out of the Governing Documents or the operations of the Association, the prevailing party in such action shall be entitled to recover from the other party all attorneys' fees incurred by the prevailing party in the action.

ARTICLE IX MISCELLANEOUS

1. Duration, Revocation and Amendment. This Declaration shall be appurtenant to and run with the land and shall be binding upon all Owners of Lots and all persons claiming interest in and to the Lots, unless revoked or amended. This Declaration may be amended at any time by an instrument approved in writing by the Owners of not less than sixty percent (60%) of the Lots. This Declaration may be revoked at any time by an instrument approved in writing by the Owners of not less than ninety percent (90%) of the Lots. Any amendment or revocation of the Declaration shall be recorded in the office of the Recorder of Coconino County, Arizona.

2. Reference to the Declaration in Deeds. Deeds conveying any Lot may incorporate this Declaration by reference, but whether or not such reference is made in deeds or other agreements, this Declaration shall be valid and binding upon all persons taking or holding any interest in any of the Lots.

3. Severability. Invalidation of any one of the provisions of this Declaration by judgment or court order shall in no way affect the validity of any other provision, and the same shall remain in full force and effect.

4. Interpretation. Except for judicial construction, the Association, by its Board, shall have the exclusive right to construe and interpret the provisions of the Governing Documents. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Association's construction or interpretation of the provisions of the Governing Documents shall be final, conclusive and binding as to all persons and property benefitted or bound by the provisions of the Governing Documents.

5. Construction. Wherever the context of this Declaration so requires, words used in the masculine gender shall include the feminine and the neuter genders; words used in the neuter gender shall include the masculine and feminine genders; words in the singular shall include the plural; and words in the plural shall include the singular. The headings of the sections contained in this Declaration are for convenience only and do not define, limit or construe the contents of the sections or of this Declaration.

6. Joint and Several Liability. In the case of joint ownership of a Lot, the liabilities and obligations of each of the joint Owners set forth in, or imposed by, the Governing Documents shall be joint and several.

7. Waiver. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

8. Violation of Law. Any violation of any state, municipal, or local law, ordinance or requisition, pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth in said Declaration.

9. Notices. Any written notice or other documents relating to or required by this Declaration may be delivered personally, by mail, or any other electronic means allowed by law. Such written notices or documents shall be addressed to the address of the Lot Owner designated by such Owner for purposes of notice; however, if no such designation has been made, to the last known address of the Lot Owner in the files of the Association or to the address of the Lot owned by the Owner.

10. Attorneys' Fees. In the event the Association incurs legal expenses and costs, including, but not limited to, attorney's fees, in bringing claims against Owners or defending claims brought by Owners in an administrative action or proceeding, including but not limited to, proceedings before an Administrative Law Judge, the Association shall be entitled to recover its attorney's fees and costs from the Owner involved in the administrative proceeding if the Association is the prevailing party.

11. Committees. In addition to other committees specifically provided for in this Declaration, committees comprised of such persons, formed to perform such tasks, and to serve for such periods as may be designated by the Board of Directors are hereby authorized. All committees shall be responsible for carrying out the duties and responsibilities which have been established by Board and no committee may take action which exceeds its responsibilities. Each committee shall operate in accordance with any terms, limitations, or rules adopted by the Board of Directors. Each committee will elect a chairperson who will be responsible for reporting all committee activities to the Board prior to each regular meeting of the Board.

CERTIFICATION

IN WITNESS WHEREOF, the President of the Association hereby certifies that the provisions contained with this Amended and Restated Declaration have been approved by the required percentage of the Owners.

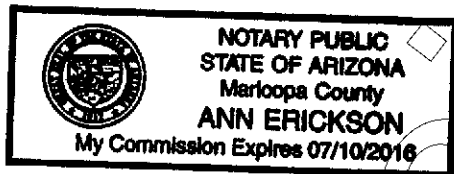
DATED this 6th day of October, 2014.

WILLIAMS PINE MEADOW ESTATES, INC.

By [Signature]
Its: President

STATE OF ARIZONA)
) ss.
County of Coconino)

On this 6th day of October, 2014, before me personally appeared Gary Johnson, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.



[Signature]
Notary Public

Notary Seal:

Unofficial Copy

Williams Pine Meadow Estates, Inc.

APPROVAL OF AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WILLIAMS PINE MEADOW ESTATES

The undersigned Owner of a Lot in Williams Pine Meadow Estates, Inc., hereby consent to amend the Declaration of Restrictions, recorded on April 27, 1995 at Docket 1764, Page 405, official records of Coconino County, Arizona Recorder, as amended ("Declaration"), so as to amend the Declaration in the manner set forth below:

I approve amending the Declaration in the manner set forth in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Williams Pine Meadow Estates.

YES ✓ (X) NO _____

Dated this 3rd day of May, 2014

Name Janice Purdy

Signature Janice Purdy

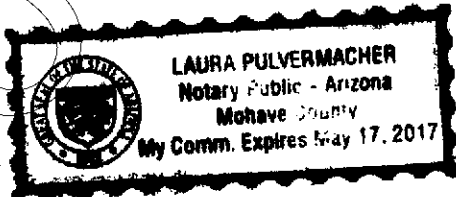
Owner of Lot # 1/2/31/32/33/37/25

STATE OF ARIZONA

County of Coconino) ss.

On this 3rd day of May, 2014, before me personally appeared Janice Purdy, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

Notary Seal:



Laura Pulvermacher
Notary Public

Williams Pine Meadow Estates, Inc.

APPROVAL OF AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WILLIAMS PINE MEADOW ESTATES

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I approve amending the Declaration in the manner set forth in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Williams Pine Meadow Estates.

YES X NO _____

Dated this 3 day of MAY, 2014

Name CONNIE HANSON

Signature Connie Hanson

Owner of Lot # 3

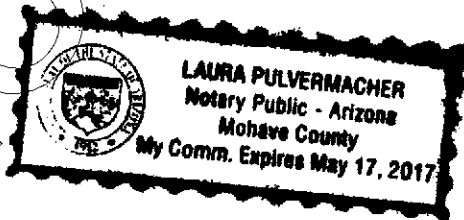
STATE OF ARIZONA

County of Coconino) ss.

On this 3 day of May, 2014, before me personally appeared Connie Hanson, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

Laura Pulvermacher
Notary Public

Notary Seal:



Williams Pine Meadow Estates, Inc.

APPROVAL OF AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WILLIAMS PINE MEADOW ESTATES

The undersigned Owner of a Lot in Williams Pine Meadow Estates, Inc., hereby consent to amend the Declaration of Restrictions, recorded on April 27, 1995 at Docket I764, Page 405, official records of Coconino County, Arizona Recorder, as amended ("Declaration"), so as to amend the Declaration in the manner set forth below:

I approve amending the Declaration in the manner set forth in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Williams Pine Meadow Estates.

YES NO

Dated this 14th day of February, 2014

Name William Berry

Signature William Berry

Owner of Lot # 4

STATE OF ARIZONA

County of LA PAZ)
) ss.

On this 10th day of February, 2014, before me personally appeared William Berry, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

Notary Seal:



David Plunkett
Notary Public

Williams Pine Meadow Estates, Inc.

APPROVAL OF AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WILLIAMS PINE MEADOW ESTATES

The undersigned Owner of a Lot in Williams Pine Meadow Estates, Inc., hereby consent to amend the Declaration of Restrictions, recorded on April 27, 1995 at Docket I764, Page 405, official records of Coconino County, Arizona Recorder, as amended ("Declaration"), so as to amend the Declaration in the manner set forth below:

I approve amending the Declaration in the manner set forth in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Williams Pine Meadow Estates.

YES X NO _____

Dated this 18 day of March, 2014

Name E. J. Peralta

Signature [Handwritten Signature]

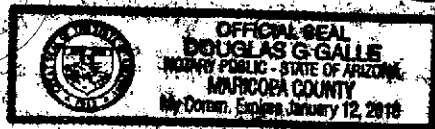
Owner of Lot # 5

STATE OF ARIZONA)
County of Maricopa) ss.

On this 18 day of March, 2014, before me personally appeared E. J. Peralta, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

[Handwritten Signature]
Notary Public

Notary Seal:



Williams Pine Meadow Estates, Inc.

APPROVAL OF AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WILLIAMS PINE MEADOW ESTATES

The undersigned Owner of a Lot in Williams Pine Meadow Estates, Inc., hereby consent to amend the Declaration of Restrictions, recorded on April 27, 1995 at Docket I764, Page 405, official records of Coconino County, Arizona Recorder, as amended ("Declaration"), so as to amend the Declaration in the manner set forth below:

I approve amending the Declaration in the manner set forth in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Williams Pine Meadow Estates.

YES X NO _____

Dated this 9th day of April, 2014

Name ROBERT STREPHANS
Signature [Handwritten Signature]
Owner of Lot # 6

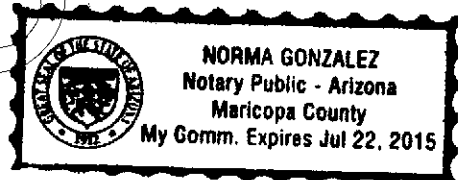
STATE OF ARIZONA

County of Maricopa ss.

On this 8 day of April, 2014, before me personally appeared Robert Strephans, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

[Handwritten Signature]
Notary Public

Notary Seal:



Williams Pine Meadow Estates, Inc.

APPROVAL OF AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WILLIAMS PINE MEADOW ESTATES

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I approve amending the Declaration in the manner set forth in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Williams Pine Meadow Estates.

YES X NO _____

Dated this 3 day of May, 2014

Name T. J. McLaughlin

Signature [Handwritten Signature]

Owner of Lot # 8

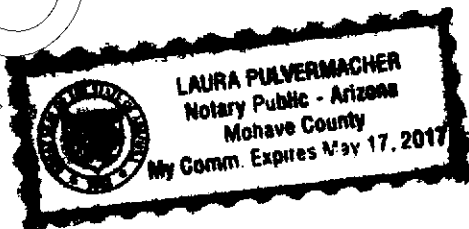
STATE OF ARIZONA

County of Coconino) ss.

On this 3 day of May, 2014, before me personally appeared Timothy McLaughlin, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

Laura Pulvermacher
Notary Public

Notary Seal:



Williams Pine Meadow Estates, Inc.

APPROVAL OF AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WILLIAMS PINE MEADOW ESTATES

The undersigned Owner of a Lot in Williams Pine Meadow Estates, Inc., hereby consent to amend the Declaration of Restrictions, recorded on April 27, 1995 at Docket 1764, Page 405, official records of Coconino County, Arizona Recorder, as amended ("Declaration"), so as to amend the Declaration in the manner set forth below:

I approve amending the Declaration in the manner set forth in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Williams Pine Meadow Estates.

YES NO

Dated this 20 day of February, 2014

Name JEFF SIRELE

Signature [Handwritten Signature]

Owner of Lot # 9

STATE OF ARIZONA

County of Maricopa)
) SS.

On this 20 day of February, 2014, before me personally appeared Jeff Sirele, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

Notary Seal:



[Handwritten Signature]
Notary Public

Williams Pine Meadow Estates, Inc.

APPROVAL OF AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WILLIAMS PINE MEADOW ESTATES

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I approve amending the Declaration in the manner set forth in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Williams Pine Meadow Estates.

YES ~~_____~~ NO _____

Dated this 27th day of March, 2014

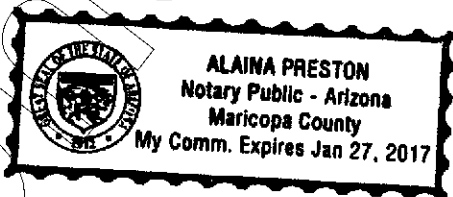
Name MARY K. MARTUSCELLI
Signature *Mary K. Martuscelli*
Owner of Lot# 10

STATE OF ARIZONA
County of Maricopa) ss.

On this 27th day of March, 2014, before me personally appeared Mary Martuscelli, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

Alaina Preston
Notary Public

Notary Seal:



Williams Pine Meadow Estates, Inc.

APPROVAL OF AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WILLIAMS PINE MEADOW ESTATES

The undersigned Owner of a Lot in Williams Pine Meadow Estates, Inc., hereby consent to amend the Declaration of Restrictions, recorded on April 27, 1995 at Docket 1764, Page 405, official records of Coconino County, Arizona Recorder, as amended ("Declaration"), so as to amend the Declaration in the manner set forth below:

I approve amending the Declaration in the manner set forth in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Williams Pine Meadow Estates.

YES

NO

Dated this 3 day of MAY, 2014

Name MARK CARPENTER

Signature [Signature]

Owner of Lot # 11

STATE OF ARIZONA

County of Coconino) ss.

On this 3 day of May, 2014, before me personally appeared Mark Carpenter, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

Laura Pulvermacher
Notary Public

Notary Seal:



Williams Pine Meadow Estates, Inc.

APPROVAL OF AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WILLIAMS PINE MEADOW ESTATES

The undersigned Owner of a Lot in Williams Pine Meadow Estates, Inc., hereby consent to amend the Declaration of Restrictions, recorded on April 27, 1995 at Docket 1764, Page 405, official records of Coconino County, Arizona Recorder, as amended ("Declaration"), so as to amend the Declaration in the manner set forth below:

I approve amending the Declaration in the manner set forth in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Williams Pine Meadow Estates.

YES X NO _____

Dated this 11 day of MARCH, 2014

Name DAVID N. CHENEY

Signature [Signature]

Owner of Lot # 12

STATE OF CALIFORNIA)
County of San Diego) ss.

On this 11 day of March, 2014, before me personally appeared David N. Cheney, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that ~~he~~ she signed this document.

[Signature]
Notary Public

Notary Seal:



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Williams Pine Meadow Estates, Inc.

APPROVAL OF AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WILLIAMS PINE MEADOW ESTATES

The undersigned Owner of a Lot in Williams Pine Meadow Estates, Inc., hereby consent to amend the Declaration of Restrictions, recorded on April 27, 1995 at Docket 1764, Page 405, official records of Coconino County, Arizona Recorder, as amended ("Declaration"), so as to amend the Declaration in the manner set forth below:

I approve amending the Declaration in the manner set forth in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Williams Pine Meadow Estates.

YES X NO _____

Dated this 3 day of May, 2014

Name Pauline Johnson

Signature Pauline Johnson

Owner of Lot # 13 & 17

STATE OF ARIZONA

County of Coconino)
) ss.

On this 3 day of May, 2014, before me personally appeared Pauline Johnson, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

Laura Pulvermacher
Notary Public

Notary Seal:



Williams Pine Meadow Estates, Inc.

APPROVAL OF AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WILLIAMS PINE MEADOW ESTATES

The undersigned Owner of a Lot in Williams Pine Meadow Estates, Inc., hereby consent to amend the Declaration of Restrictions, recorded on April 27, 1995 at Docket I764, Page 405, official records of Coconino County, Arizona Recorder, as amended ("Declaration"), so as to amend the Declaration in the manner set forth below:

I approve amending the Declaration in the manner set forth in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Williams Pine Meadow Estates.

YES X NO _____

Dated this 28 day of Feb, 2014

Name John Morotti

Signature [Handwritten Signature]

Owner of Lot # 14

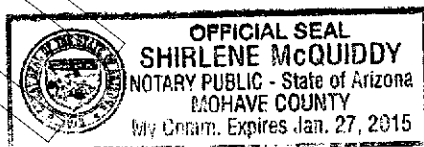
STATE OF ARIZONA

County of Mohave) ss.

On this 28 day of Feb, 2014, before me personally appeared John Morotti, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

[Handwritten Signature]
Notary Public

Notary Seal:



Williams Pine Meadow Estates, Inc.

APPROVAL OF AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WILLIAMS PINE MEADOW ESTATES

The undersigned Owner of a Lot in Williams Pine Meadow Estates, Inc., hereby consent to amend the Declaration of Restrictions, recorded on April 27, 1995 at Docket 1764, Page 405, official records of Coconino County, Arizona Recorder, as amended ("Declaration"), so as to amend the Declaration in the manner set forth below:

I approve amending the Declaration in the manner set forth in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Williams Pine Meadow Estates.

YES ✓ NO

Dated this 14th day of February, 2014

Name Stetanie Wennes

Signature [Handwritten Signature]

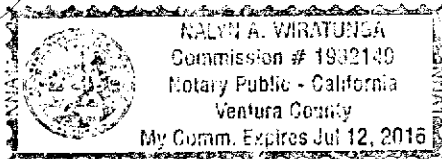
Owner of Lot # 16

STATE OF CALIFORNIA)
County of VENTURA) ss.

On this 14th day of FEB, 2014, before me personally appeared STETANIE WENNES, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

[Handwritten Signature]
Notary Public

Notary Seal:



Williams Pine Meadow Estates, Inc.

APPROVAL OF AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WILLIAMS PINE MEADOW ESTATES

The undersigned Owner of a Lot in Williams Pine Meadow Estates, Inc., hereby consent to amend the Declaration of Restrictions, recorded on April 27, 1995 at Docket 1764, Page 405, official records of Coconino County, Arizona Recorder, as amended ("Declaration"), so as to amend the Declaration in the manner set forth below:

I approve amending the Declaration in the manner set forth in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Williams Pine Meadow Estates.

YES X

NO _____

Dated this 27th day of FEBRUARY, 2014

Name BRIDGET EDWARDS

Signature Bridget Edwards

Owner of Lot # 18

STATE OF NEVADA

County of Clark)
) ss.

On this 27 day of Feb., 2014, before me personally appeared Bridget Edwards, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

S. Andrews
Notary Public

Notary Seal:

S. Andrews
Notary Public
State of Nevada
Appt No 92-4120-1
My Appt. Expires October 28, 2016

Williams Pine Meadow Estates, Inc.

APPROVAL OF AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WILLIAMS PINE MEADOW ESTATES

The undersigned Owner of a Lot in Williams Pine Meadow Estates, Inc., hereby consent to amend the Declaration of Restrictions, recorded on April 27, 1995 at Docket 1764, Page 405, official records of Coconino County, Arizona Recorder, as amended ("Declaration"), so as to amend the Declaration in the manner set forth below:

I approve amending the Declaration in the manner set forth in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Williams Pine Meadow Estates.

YES ✓ NO _____

Dated this 27 day of FEB, 2014

Name Rudolf Zelaitis

Signature RUDOLF ZELAITIS

Owner of Lot # 19

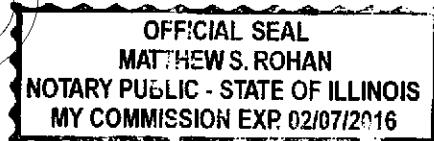
STATE OF ILLINOIS

County of Cook) ss.

On this 27th day of February, 2014, before me personally appeared Rudolf A. Zelaitis, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

Matthew S. Rohan
Notary Public

Notary Seal:



Williams Pine Meadow Estates, Inc.

APPROVAL OF AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WILLIAMS PINE MEADOW ESTATES

The undersigned Owner of a Lot in Williams Pine Meadow Estates, Inc., hereby consent to amend the Declaration of Restrictions, recorded on April 27, 1995 at Docket 1764, Page 405, official records of Coconino County, Arizona Recorder, as amended ("Declaration"), so as to amend the Declaration in the manner set forth below:

I approve amending the Declaration in the manner set forth in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Williams Pine Meadow Estates.

YES X NO

Dated this 12th day of February, 2014

Name Edward Krysincki

Signature Edward Krysincki

Owner of Lot # 20

STATE OF ALASKA

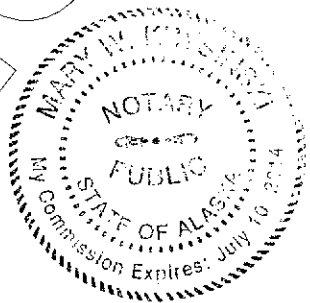
) ss.

County of Anchorage)

On this 12th day of February, 2014, before me personally appeared Edward Krysincki, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

Mary W. Krysincki
Notary Public

Notary Seal:



Williams Pine Meadow Estates, Inc.

APPROVAL OF AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WILLIAMS PINE MEADOW ESTATES

The undersigned Owner of a Lot in Williams Pine Meadow Estates, Inc., hereby consent to amend the Declaration of Restrictions, recorded on April 27, 1995 at Docket 1764, Page 405, official records of Coconino County, Arizona Recorder, as amended ("Declaration"), so as to amend the Declaration in the manner set forth below:

I approve amending the Declaration in the manner set forth in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Williams Pine Meadow Estates.

YES ✓ NO _____

Dated this 11th day of February, 2014

Name James Boyd

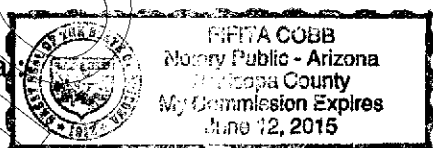
Signature [Handwritten Signature]

Owner of Lot # 23

STATE OF ARIZONA)
County of Maricopa) ss.

On this 11th day of February, 2014, before me personally appeared James Patrick Boyd, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

Notary Seal



[Handwritten Signature]
Notary Public

Williams Pine Meadow Estates, Inc.

APPROVAL OF AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WILLIAMS PINE MEADOW ESTATES

The undersigned Owner of a Lot in Williams Pine Meadow Estates, Inc., hereby consent to amend the Declaration of Restrictions, recorded on April 27, 1995 at Docket 1764, Page 405, official records of Coconino County, Arizona Recorder, as amended ("Declaration"), so as to amend the Declaration in the manner set forth below:

I approve amending the Declaration in the manner set forth in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Williams Pine Meadow Estates.

YES X NO _____

Dated this 21st day of March, 2014

Name DIANE GALATI

Signature Diane Galati

Owner of Lot # 24

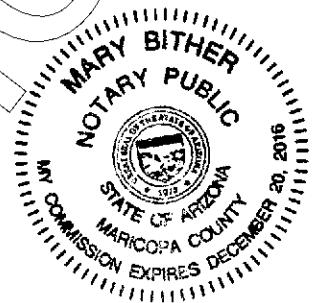
STATE OF ARIZONA

County of Maricopa)
) ss.

On this 21st day of March, 2014, before me personally appeared Diane Galati, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

[Signature]
Notary Public

Notary Seal:



Williams Pine Meadow Estates, Inc.

APPROVAL OF AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WILLIAMS PINE MEADOW ESTATES

The undersigned Owner of a Lot in Williams Pine Meadow Estates, Inc., hereby consent to amend the Declaration of Restrictions, recorded on April 27, 1995 at Docket I764, Page 405, official records of Coconino County, Arizona Recorder, as amended ("Declaration"), so as to amend the Declaration in the manner set forth below:

I approve amending the Declaration in the manner set forth in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Williams Pine Meadow Estates.

YES X NO _____

Dated this 5 day of March, 2014

Name Julie Lounsbury

Signature Julie Lounsbury

Owner of Lot # 26

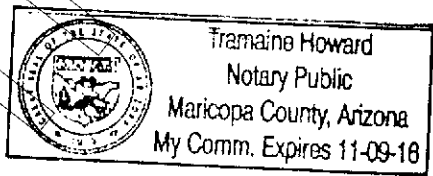
STATE OF ARIZONA

County of Maricopa) ss.

On this 5 day of March, 2014, before me personally appeared Julie Lounsbury, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

[Signature]
Notary Public

Notary Seal:



Williams Pine Meadow Estates, Inc.

APPROVAL OF AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WILLIAMS PINE MEADOW ESTATES

The undersigned Owner of a Lot in Williams Pine Meadow Estates, Inc., hereby consent to amend the Declaration of Restrictions, recorded on April 27, 1995 at Docket 1764, Page 405, official records of Coconino County, Arizona Recorder, as amended ("Declaration"), so as to amend the Declaration in the manner set forth below:

I approve amending the Declaration in the manner set forth in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Williams Pine Meadow Estates.

YES X NO _____

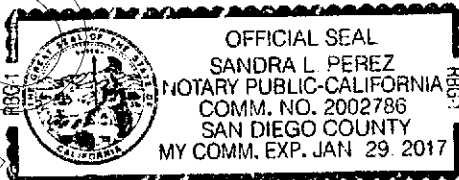
Dated this 25th day of April, 2014

Name Nicholas Bachert
Signature [Handwritten Signature]
Owner of Lot # 27

STATE OF CALIFORNIA)
County of SAN DIEGO) ss.

On this 25 day of March, 2014, before me personally appeared Nicholas Bachert, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

Notary Seal:



[Handwritten Signature]
Notary Public

Williams Pine Meadow Estates, Inc.

APPROVAL OF AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WILLIAMS PINE MEADOW ESTATES

The undersigned Owner of a Lot in Williams Pine Meadow Estates, Inc., hereby consent to amend the Declaration of Restrictions, recorded on April 27, 1995 at Docket 1764, Page 405, official records of Coconino County, Arizona Recorder, as amended ("Declaration"), so as to amend the Declaration in the manner set forth below:

I approve amending the Declaration in the manner set forth in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Williams Pine Meadow Estates.

YES X NO _____

Dated this 28 day of MARCH, 2014

Name ALAN FORD

Signature Alan S Ford

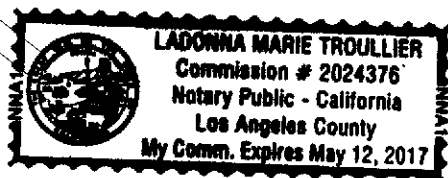
Owner of Lot # 28

STATE OF CALIFORNIA)
) ss.
County of Los Angeles)

On this 28th day of MARCH, 2014, before me personally appeared Alan Ford, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

Ladonna Marie Troullier
Notary Public

Notary Seal:



Williams Pine Meadow Estates, Inc.

APPROVAL OF AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WILLIAMS PINE MEADOW ESTATES

The undersigned Owner of a Lot in Williams Pine Meadow Estates, Inc., hereby consent to amend the Declaration of Restrictions, recorded on April 27, 1995 at Docket 1764, Page 405, official records of Coconino County, Arizona Recorder, as amended ("Declaration"), so as to amend the Declaration in the manner set forth below:

I approve amending the Declaration in the manner set forth in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Williams Pine Meadow Estates, as received from Ekmark & Ekmark under their cover letter dated February 3, 2014.

PA
3/25/2014

YES X NO _____

Dated this 25th day of March, 2014

Name Phillip A. LaGro
Signature [Handwritten Signature]
Owner of Lot # 29

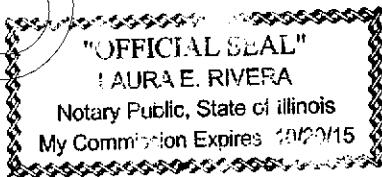
STATE OF ILLINOIS

County of COOK) ss.

On this 25th day of March, 2014, before me personally appeared Phillip A. LaGro, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

[Handwritten Signature]
Notary Public

Notary Seal:



Williams Pine Meadow Estates, Inc.

APPROVAL OF AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WILLIAMS PINE MEADOW ESTATES

The undersigned Owner of a Lot in Williams Pine Meadow Estates, Inc., hereby consent to amend the Declaration of Restrictions, recorded on April 27, 1995 at Docket I764, Page 405, official records of Coconino County, Arizona Recorder, as amended ("Declaration"), so as to amend the Declaration in the manner set forth below:

I approve amending the Declaration in the manner set forth in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Williams Pine Meadow Estates.

YES X NO _____

Dated this 3 day of MAY, 2014

Name R. Craig Campbell

Signature R. CRAIG CAMPBELL

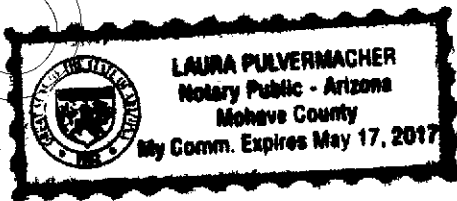
Owner of Lot # 34

STATE OF ARIZONA)
County of Coconino) ss.

On this 3 day of May, 2014, before me personally appeared R. Craig Campbell, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

Laura Pulvermacher
Notary Public

Notary Seal:



Williams Pine Meadow Estates, Inc.

APPROVAL OF AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WILLIAMS PINE MEADOW ESTATES

The undersigned Owner of a Lot in Williams Pine Meadow Estates, Inc., hereby consent to amend the Declaration of Restrictions, recorded on April 27, 1995 at Docket I764, Page 405, official records of Coconino County, Arizona Recorder, as amended ("Declaration"), so as to amend the Declaration in the manner set forth below:

I approve amending the Declaration in the manner set forth in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Williams Pine Meadow Estates.

YES X NO _____

Dated this 3 day of May, 2014

Name ARTHUR W. WIJEDEN

Signature [Handwritten Signature]

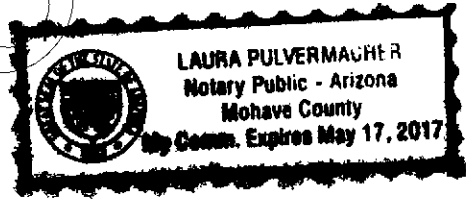
Owner of Lot # 38

STATE OF ARIZONA)
County of Coconino) ss.

On this 3 day of May, 2014, before me personally appeared Arthur Wijeden, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

[Handwritten Signature]
Notary Public

Notary Seal:



Williams Pine Meadow Estates, Inc.

APPROVAL OF AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WILLIAMS PINE MEADOW ESTATES

The undersigned Owner of a Lot in Williams Pine Meadow Estates, Inc., hereby consent to amend the Declaration of Restrictions, recorded on April 27, 1995 at Docket 1764, Page 405, official records of Coconino County, Arizona Recorder, as amended ("Declaration"), so as to amend the Declaration in the manner set forth below:

I approve amending the Declaration in the manner set forth in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Williams Pine Meadow Estates.

YES X

NO _____

Dated this 26 day of FEBRUARY, 2014

Name GREGORY HOFKNECHT

Signature [Handwritten Signature]

Owner of Lot # 41

STATE OF
Country of KENYA) ss.
County of _____)

On this 26th day of February, 2014, before me personally appeared GREGORY HOFKNECHT, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed this document.

[Handwritten Signature]
Notary Public

Notary Seal:

