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SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
COUNTRY ROADS RV VILLAGE PROPERTY OWNERS ASSOCIATION, INC.
(2018)

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**SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
COUNTRY ROADS RV VILLAGE PROPERTY OWNERS ASSOCIATION, INC.
(2018)**

THIS SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COUNTRY ROADS RV VILLAGE PROPERTY OWNERS ASSOCIATION, INC. ("Restated Declaration") is made as of the date hereinafter set forth by the COUNTRY ROADS RV VILLAGE PROPERTY OWNERS ASSOCIATION, INC. (the "Association").

RECITALS

WHEREAS, an Amended and Restated Declaration of Covenants, Conditions and Restrictions for Country Roads RV Village was recorded on May 10, 2007, at Fee # 2007-17332, of the official records of Yuma County, Arizona, (the "Declaration") which governs the real property described on Exhibit "A" hereto ("Country Roads"); and

WHEREAS, the Association, by and through its Members, wishes to completely amend and restate the Declaration in its entirety as set forth herein to protect the rights of Owners while assisting the Association in operating smoothly and consistently and in compliance with the law;

NOW, THEREFORE, the Association declares that all of Country Roads shall hereafter be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, conditions, restrictions, liens, assessments, easements, privileges and rights hereinafter set forth, to be mutually beneficial restrictions and obligations with respect to the proper use, occupancy and enjoyment thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of Country Roads and enhancing the quality of life within Country Roads, all of which shall run with the land and be binding upon Country Roads and all parties having or acquiring any right, title or interest in or to Country Roads, or any part thereof, and shall inure to the benefit of each owner thereof, the Association and each member of the Association.

**ARTICLE 1
Definitions**

Section 1.1. "Articles" means the Articles of Incorporation of the Association filed in the office of the Corporation Commission of the State of Arizona, as said Articles may be amended from time to time.

Section 1.2. "Assessments" means the Regular Assessments, Individual Assessments, Special Assessments, and Reconstruction Assessments all as defined in Article VI.

Section 1.3. "Association" means the Country Roads RV Village Property Owners Association, Inc., an Arizona nonprofit corporation, its successors and assigns.

Section 1.4. “Board” means the Board of Directors of the Association.

Section 1.5. “Bylaws” means the Bylaws of the Association, as such Bylaws may be amended from time to time.

Section 1.6. “Common Area(s)” means that portion of Country Roads, together with the Improvements constructed thereon, owned by the Association for the common use and enjoyment of the Owners, however identified on the Plat, including, but not limited to, the Private Streets, swimming pool(s), and other common facilities, as such may be constructed within Country Roads. Lots owned by the Association and used for residential purposes shall not be considered Common Area. Lots owned by the Association that are not used for residential purposes shall be considered Common Area, and the restrictions relating to Lots shall not apply to such Lots.

Section 1.7. “Common Expenses” means the actual and estimated expenses or other obligations incurred by the Association in performing its functions hereunder including, but not limited to, owning, operating, maintaining and repairing the Common Areas.

Section 1.8. “Declarant” means Country Roads RV Village Limited Partnership, an Arizona limited partnership, its successors and assigns.

Section 1.9. “Electronic Delivery” means the e-mailing or other electronic media the Association may use to notify Owners of any and all Association business, including, but not limited to, billing statements, violation notices, delinquency notices and any other notices that can lawfully be sent by e-mail.

Section 1.10. “Governing Documents” means, collectively, the Restated Declaration, the Articles, the Bylaws, and the Rules.

Section 1.11. “Improvement” means any physical asset, including, but not limited to, buildings, roads, roadways, parking areas, lighting fixtures, fences, walls, hedges, plantings, planted areas, shrubs, retention sports facilities, swimming pools, fountains, and all other structures or landscaping of every type and kind.

Section 1.12. “Lease” or “Rent” means any agreement for occupancy of a Lot and any Recreational Vehicle thereon by anyone other than the Owner and any individuals living with the Owner who are maintaining a common household with the Owner, regardless of whether such agreement includes an exchange of money or any other compensation.

Section 1.13. “Lot” means the separately designated and described parcels of land shown on the Plat, together with the Improvements constructed thereon, excluding Common Area. Any property owned by the Association and used for residential purposes shall be considered a Lot; thus, if the Association obtains title to a Lot through foreclosure of the Association’s assessment lien or acceptance of a deed in lieu of foreclosure, then, for purpose of this Declaration, such Lot will remain a Lot while it is owned by the Association.

Section 1.14. "Majority of Owners" At the annual meeting of Owners, Majority of Owners means the Owners holding more than fifty percent (50%) of the votes cast with respect to a given matter or issue at the annual meeting, with quorum present. At all other times, the Majority of Owners means the Owners holding more than fifty percent (50%) of the total votes entitled to be cast by Owners with respect to a given matter or issue. Unless otherwise specified, any provision herein requiring the approval of the Owners means the approval of a Majority of Owners.

Section 1.15. "Member" means any person who is a member of the Association.

Section 1.16. "Mortgage" means any recorded instrument pertaining to all or any portion of Country Roads (which is not a fraudulent conveyance under Arizona law), given in good faith and for valuable consideration as security for the performance of an obligation including, but not limited to, deeds of trust, but shall not include any instrument creating or evidencing solely a security interest arising under the Uniform Commercial Code. "Mortgagee" means the holder of a note secured by a Mortgage, including the trustee and beneficiary under any deed of trust. "Mortgagor" means the party executing a Mortgage as obligor. "First Mortgage" means a Mortgage which is the first and most senior of all Mortgages upon the same property. "First Mortgagee" means the holder of the note secured by the First Mortgage. "Servicer" means any entity authorized by a Mortgagee to service a Mortgage.

Section 1.17. "Occupant" means a person or persons, other than an Owner, in rightful possession and/or residency of a Lot.

Section 1.18. "Owner" means the record owner, whether one or more persons or entities, of fee simple title to any Lot, including contract sellers, but excluding the Association and excluding those having such interest merely as security for the performance of an obligation. If fee simple title to a Lot is vested of record in a trustee pursuant to Arizona Revised Statutes, Section 33-801 *et seq.*, fee simple title shall be deemed to be in the trustor. If fee simple title to a Lot is vested of record in a trustee pursuant to a single beneficiary trust or similar arrangement, title shall be deemed to be in the trustee unless the trust is revocable, in which case, fee simple title shall be deemed to be in the trustor. An Owner shall include any Person who holds record title to any portion of a Lot in joint ownership with any other Person or who holds an undivided fee interest in such Lot.

Section 1.19. "Person" means an individual, corporation, partnership, trustee or other entity capable of holding title to real property.

Section 1.20. "Plat" means the plat or plats of Country Roads, recorded in the official records of Yuma County, Arizona, as from time to time amended.

Section 1.21. "Private Streets" mean any street, roadway, drive, walkway, path or other right-of-way within Country Roads that has not expressly been dedicated to the public use. In the event that the Association elects to dedicate a Private Street to public use so that it becomes a public street and expenses must be incurred for the purpose of bringing such Private Street into

conformance with specifications of governmental authorities, such expenses shall be considered costs of capital improvements and subject to the provisions contained in Section 6.5.1 for Special Assessments.

Section 1.22. "Recreational Vehicle" means any commercially manufactured travel trailer, park model home, manufactured home, park model travel trailer, motor home, or pickup truck camper that is self-contained and shall not be removed from the truck to which it is attached, or such exterior material and design as that customarily used by recognized manufacturers of such vehicles, used principally as a facility to provide temporary or permanent living quarters. The Board may further define Recreational Vehicles in the Rules.

Section 1.23. "Restated Declaration" means this entire document, as the same may from time to time be amended.

Section 1.24. "Rules" means the rules adopted by the Board, as such rules may be amended from time to time.

Section 1.25. "Sewer Hookup" means hookup to an approved sewer system, which includes discharge into a sewer processing plant.

Section 1.26. "Single Family" means 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 in a dwelling.

Section 1.27. "Streetscape" means those portions of the Common Area located between the paved portion of the Private Streets and the adjoining Lot.

Section 1.28. "Visible From Neighboring Property" means, with respect to any given object, that the object is or would be visible to a person having a height of six feet, standing on any part of a neighboring Lot, Common Area, or public street at an elevation no greater than the elevation of the base of the object being viewed.

ARTICLE 2

Property Rights

Section 2.1. Owners' Easement of Enjoyment. Each Owner shall have a right and non-exclusive easement of enjoyment in and to the Common Area, for the purposes for which the Common Area is intended, which shall be appurtenant to and shall pass with the title to the Owner's Lot, subject to the following provisions:

2.1.1. Fees. The Association shall have the right to charge reasonable fees for the use of any Improvement situated upon the Common Area.

2.1.2. Suspension of Rights. The Association shall have the right to suspend an Owner's voting rights and right to use the Common Areas (i) for any period during which any Assessment or fine relating to such Owner or such Owner's Lot remains unpaid and (ii) following notice and a reasonable opportunity for a hearing, for a period not to exceed sixty (60) days for a single infraction of this Restated Declaration or the Rules, for additional periods of up to one (1) year for any subsequent violation of the same or similar provision, and, in either case, such suspension may remain in place for so long as the Owner remains in violation. Notwithstanding the foregoing, the Association shall not have the right to suspend any Owner's right to use any portion of Country Roads or Private Streets necessary for such Owner to gain access to his/her Lot.

2.1.3. Right of Public Dedication. The Association shall have the right to dedicate, transfer or convey, all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by a Majority of Owners.

2.1.4. Streetscape. Each Owner of a Lot shall have the right to use and enjoy that portion of the Streetscape abutting their Lot, to the exclusion of Owners of other Lots.

Section 2.2. Delegation of Use. Any Owner may delegate, in accordance with this Restated Declaration, his right of enjoyment to the Common Area to the Occupants of the Lot, members of his family, his tenants, lessees, guests, and invitees, provided such delegation is for a reasonable number of persons and at reasonable times as set forth in the Rules. However, to the extent such rights are delegated, any suspension of the Owner's rights shall also apply.

Section 2.3. Owners' Easement of Enjoyment Limitations.

2.3.1. Common Area Rights Non-Severable. An Owner's right and easement of enjoyment in and to the Common Area shall not be conveyed, transferred, alienated or encumbered separate and apart from the Owner's Lot.

2.3.2. No Division of Common Area. The Common Area shall remain undivided and no action for partition or division of any part thereof shall be permitted.

2.3.3. Use of Common Area. Each Owner or Occupant of a Lot may use the Common Area in common with the Owners and Occupants of the other Lots in accordance with the purposes for which it is intended without hindering or encroaching upon the lawful right of others.

2.3.4. Non-Waiver of Assessment Liability. No Owner will be exempt from liability for Assessments by waiving the right to use the Common Area or by abandoning his Lot or otherwise.

2.3.5. Forfeiture of Common Area Rights. Any Owner who grants the exclusive use of his Lot to another shall forfeit his right to use and enjoy the Common Area during the term of the Lease, unless the Owner owns another Lot or Lots that are not leased to another. The

Owner's right to use and enjoy the Common Area shall be deemed assigned to the Occupant for the term of the Lease.

Section 2.4. Entrance Gates. Subject to the easements created in this Restated Declaration, the Association shall from time to time determine who may have access through the entrance gates to Country Roads. The Association may adopt Rules relating to the right of entry through the entrance gates but none unreasonably hindering the entry of Owners or Occupants, their tenants and guests, or of prospective purchasers of Lots invited by an Owner. Any entrance gate may only be abandoned or its hours of manned operation reduced to less than twenty-four (24) hours per day with the approval of a Majority of Owners.

Section 2.5. Maintenance and Control of Common Area by Association. The Association may at any time, in the discretion of the Board and without any approval of the Owners being required, maintain, repair, and replace the Common Area, the Improvements thereon, and the personal property owned by the Association. The Association, acting through the Board, shall be the sole judge as to the appropriate maintenance of all portions of the Common Area. Except for carrying out the Owner's rights and responsibilities with respect to maintenance and use of the Streetscape, no Owner shall, in any way, remove, alter, add, injure or interfere with the Common Area or any Improvements thereon without the written consent of the Association having first been obtained. Nothing herein shall be construed so as to preclude the Association from delegating its powers set forth above to an employee, a manager, a management agent, or other contractor.

Section 2.6. Easement for Maintenance. There is hereby created an affirmative easement in favor of the Association, its employees and agents, upon, over and across each Lot for the purpose of the Association carrying out its rights and duties in relation to maintaining the Common Area, and the Association shall not be liable for trespass in exercising this easement.

Section 2.7. Wall Easement. There is hereby created an affirmative easement in favor of the Association, its employees and agents, upon, over and across each Lot adjacent to the perimeter boundaries of Country Roads for reasonable ingress, egress, installation, replacement, maintenance and repair of a wall or other barrier of similar character.

Section 2.8. Damage or Destruction of Common Area by Owners or Occupants. In the event any Common Area is damaged or destroyed by an Owner, Occupant or any guest, invitee, licensee or agent thereof or any other person located in Country Roads with the Owner's consent, the Association shall repair the damaged area in a good and workmanlike manner in conformance with the original plans and specifications of the area involved or as the area may have been modified or altered subsequently by the Association, in the discretion of the Association. The expense of such repairs shall be paid by the Owner, upon demand, to the Association and shall be an Individual Assessment.

ARTICLE 3
Land Use Classifications, Permitted Uses and Restrictions

Section 3.1. Use Limited to Recreational Vehicles. Lots shall be used solely for Recreational Vehicles installed in accordance with this Restated Declaration and Rules and for the parking of additional passenger vehicles in accordance with the Rules, each of which is in operating condition and used and intended to be used only for transportation (not for eating and sleeping). For purposes of this Section, a vehicle is not in operating condition if it is not running, has a flat tire for ten (10) or more days, or is not properly licensed and registered. A passenger vehicle may only be parked on a driveway if it fits completely within the driveway and does not overhang into the street. The Board may adopt Rules regarding the storage of passenger vehicles on Lots. Only one Recreational Vehicle may be parked or maintained on any Lot at any one time, except that one additional Recreational Vehicle may be parked on an Owner's Lot (or, in the event it will not fit, on the street in front of said Lot) temporarily for the purpose of loading and unloading for periods not exceeding three (3) days in any thirty (30) day period. The placement of a Recreational Vehicle on a Lot will be governed by the setbacks set forth in the Rules. No Recreational Vehicles shall be parked or located on the Common Area or any roads or streets within Country Roads, except as stated above.

Section 3.2. Residential Use and Occupancy. Each Lot shall be used, improved and devoted exclusively for Single Family residential use and none other. No business or commercial building may be erected on any Lot and no gainful occupation, profession, trade or commercial enterprise or other nonresidential use may be conducted on any part of a 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 detectible 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 Country Roads, 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. Nothing herein shall be deemed to prevent the leasing of any Lot to a Single Family from time to time by the Owner thereof, subject to all of the provisions of this Restated Declaration.

Section 3.3. Leases and Rentals. All Leases and Rentals shall be for the use of the entire Lot by a Single Family. Owners shall ensure that Occupants receive copies of the Governing Documents at the commencement of the Lease or Rental period. A completed registration form, as adopted by the Board, must be delivered to the Association within five (5) days of the commencement of the lease or rental term or renewal term.

Section 3.4. 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 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 Neighboring Property. 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 Restated 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 3.4 shall encompass those antennas as well.

Section 3.5. Utility Service. Except as permitted by Section 3.4, no lines, wires, or other devices for the communication, reception or transmission of electric current, power, or signals, including telephone, television, and radio signals, shall be erected, placed or maintained anywhere in or upon any portion of Country Roads, unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under or on buildings or other structures approved in writing by the Board. No provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or structures approved in writing by the Board. No piping, conduits or other fluid transmission devices, including natural gas and water pipelines, shall be erected, placed or maintained anywhere in or upon any portion of Country Roads, unless the above conditions in this Section are satisfied.

Section 3.6. Improvements and Alterations. No Improvements, alterations, repairs, excavation or other work that in any way alters the appearance of any Lot or the Improvements located thereon from its natural or improved state existing on the date such Lot was first conveyed or transferred by Declarant shall be made or done without the prior written approval of the Architectural Committee, except as otherwise expressly provided in this Restated Declaration. No awnings or other structures shall be attached to any Recreational Vehicle without the prior written approval of the Architectural Committee, unless expressly allowed under the Rules.

3.6.1. Approval Process. The Architectural Committee, with the approval of the Board, shall establish a procedure for the preparation, submission and determination of applications for any such alteration or Improvement. The Architectural Committee shall have the discretion to refuse to approve any plans or specifications or grading plans, which, in its opinion, are not suitable or desirable for aesthetic or other reasons. In passing upon such plans, specifications and grading plans, the Architectural Committee may take into consideration the suitability of the proposed Improvement and of the materials of which it is to be built, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, the effect of the Improvement as planned on the outlook from the adjacent or neighboring Lots or Common Area and such other matters as it may deem pertinent.

3.6.2. Rules governing Architectural Submissions. The Architectural Committee may propose Rules governing any architectural improvements, alterations, modifications or other work that modifies the Lot or the Improvements thereon. The Rules may also require the

payment of an administrative fee associated with processing and reviewing applications for alterations and Improvements. The Rules shall become effective when approved by the Board.

3.6.3. Appointment of the Architectural Committee. The Architectural Committee shall recommend to the Board proposed members of the Architectural Committee to fill any vacancies on the Architectural Committee. Such individuals shall become members of the Architectural Committee when approved by the Board. However, so long as required by law, one member of the Board of Directors shall serve on the Architectural Committee at all times, and shall serve as the chairperson of the Architectural Committee.

3.6.4. Appeal to the Board. Any Owner whose architectural submission has been denied may appeal the decision to the Board according to procedures established by the Board. The Board shall have absolute discretion as to whether to approve or deny any architectural submission. In the event the decision of the Architectural Committee is overruled by the Board on any issue or question, the decision of the Board shall govern. The decision of the Board shall be final.

Section 3.7. Maintenance and Repair of Lots, Improvements, Recreational Vehicles and Streetscapes. All Recreational Vehicles and other Improvements on a Lot shall be maintained in a neat, attractive, and good condition and in accordance with the Rules. No Owner or Occupant shall allow any portion of a Recreational Vehicle or other Improvement on a Lot to become unsightly, fall into disrepair, become dangerous or otherwise create a displeasing appearance Visible From Neighboring Property. In the event any Recreational Vehicle or other Improvement on a Lot is damaged or destroyed, then, subject to the approvals required by Section 3.6, such Recreational Vehicle or other Improvement shall be repaired or rebuilt or shall be completely demolished and removed within thirty (30) days of such damage or destruction unless a longer time period is approved by the Association employee or managing agent to whom the Board has designated such authority. Each Owner shall be responsible for maintaining the Streetscape adjoining their Lot. The Lot and Streetscape shall be kept free of debris, weeds, and dead or dying landscaping at all times.

Section 3.8. Trash Containers and Collection. No garbage or trash shall be placed or kept on any portion of Country Roads except in covered containers of a type, size and style approved in writing by the Board or authorized by the Rules. Such containers belonging to Owners or Occupants shall be located only at the rear of the Owner's or Occupant's Recreational Vehicle so that the containers are not visible from a street whether private or public, except to make the containers available for trash collection. The Board shall have the right, in its sole discretion, to require all Owners to subscribe to a trash service. Owners shall be responsible for removing all rubbish, trash, or garbage from the Owner's Lot and shall not allow such materials to accumulate thereon. No incinerators shall be operated, kept or maintained on any portion of Country Roads without the prior written approval of the Board.

Section 3.9. Overhangs. No tree, shrub, or planting of any kind on any Lot shall be allowed to overhang or otherwise to encroach upon any Common Area (including, but not limited to, Private Streets and traffic signs) or other Lot from ground level to a height of twelve feet (12'), without the prior written approval of the Board.

Section 3.10. Right of Way. During reasonable hours, any member of the Board and any authorized representative of the Association shall have the right to enter upon and inspect any Lot and the Improvements thereon, except for the interior portions of any Recreational Vehicle, to determine whether the provisions of this Restated Declaration have been or are being complied with. No persons acting within this right shall be deemed guilty of trespass by reason of such entry.

Section 3.11. Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of Improvements that are within the permitted uses of such Lots, and except that which the Association may require for the operation, repair, improvement or maintenance of the Common Area.

Section 3.12. Restriction on Further Subdivision or Combination of Lots. No Lot shall be further subdivided or separated into smaller lots or parcels by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by any Owner, without the prior written approval of the Board. No Lot may be converted into a condominium or cooperative or other similar type of entity without the prior written approval of the Board. Multiple Lots may not be combined into one Lot or parcel.

Section 3.13. Signs. No signs whatsoever shall be erected or maintained on any Lot so as to be Visible From Neighboring Lots without the written approval of the Board, or as set forth in the Rules, except (a) such signs as may be required by legal proceedings or that cannot be prohibited by law; (b) no more than two (2) identification signs for individual residences located on the Lot, each with a face area of seventy-two square inches (72") or less; and (c) signs and notices erected or posted on the Lot in connection with providing building security with a face area of seventy-two square inches (72") or less.

Section 3.14. Utility Easements. There is hereby created a blanket easement upon, across, over and under all Lots for ingress, egress, installation, replacing, repairing and maintaining all utility and service lines and systems, including, but not limited to, water, sewers, septic systems, gas, telephones, electricity, television cable or communication lines and systems. By virtue of this easement, it shall be expressly permissible for the providing utility or service company to install and maintain facilities and equipment on any portion of Country Roads and to affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of said Lot. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities or service lines may be installed or relocated on a Lot except as initially developed and approved by the Declarant or thereafter approved by the Board. This easement shall in no way affect any other recorded easements on a Lot.

Section 3.15. Animals. No animal, birds, fowl, poultry, livestock or reptiles of any kind may be kept, bred or maintained in any Lot or in or upon any Common Area, except a reasonable number of commonly accepted household pets in accordance with the Rules. No animals shall be kept, bred or raised within Country Roads for commercial purposes. In no event shall any

household pet make an unreasonable amount of noise or create a nuisance. No structure for the care, housing or confinement of any animal shall be maintained anywhere on a Lot, except behind a Recreational Vehicle so as not to be visible from a public or Private Street. All pets must be kept on a leash or otherwise confined so as not to be allowed to run free when not within the Recreational Vehicle where their owner resides. Further, all pets must be accompanied by their owner or an authorized person when not on the Owner's Lot, and in no instance shall a pet be leashed, restrained or otherwise confined to a portion of a Lot in such a way as to allow the pet, because of the leash length or the manner of restraint or confinement, to travel off the Lot without accompaniment by their owner or an authorized person. Upon the written request of any Owner, the Board shall conclusively determine, in its sole and absolute discretion, whether, for the purposes of this Section, a particular animal is a generally recognized house or yard pet, or a nuisance or whether the number of animals on any such property is reasonable. Any decision rendered by the Board shall be enforceable as other restrictions contained herein.

Section 3.16. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot or Common Area and no odors shall be permitted to arise therefrom, so as to render any such Lot or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Lot or Common Area or to any Occupant of a lot. No nuisance shall be permitted to exist or operate upon any Lot or Common Area so as to be offensive or detrimental to any other Lot or Common Area or to any Occupant of a lot. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any Lot or Common Area. The Board in its sole discretion shall have the right to determine the existence of any such nuisance. No motorcycles or motor driven vehicles (except lawn maintenance equipment) shall be operated on any walkways within Country Roads.

Section 3.17. Clothes Washing-Drying Facilities. Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any portion of a Lot so as to be Visible From Neighboring Property.

Section 3.18. Mineral Exploration. No portion of Country Roads shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, earth, or any earth substance of any kind.

Section 3.19. Diseases and Insects. No Owner or Occupant shall permit any thing or condition to exist upon any portion of Country Roads that shall induce, breed or harbor infectious plant diseases or noxious insects.

Section 3.20. Window Coverings. The Board shall have the broadest authority available by law to enact Rules relating to window coverings.

Section 3.21. Drainage Easement. There is hereby created a blanket easement for draining surface water on, over and across Country Roads. No Owner shall obstruct, divert, alter or interfere in any way with the drainage of surface water upon, across or over any portion of

Country Roads. Each Owner shall at his own expense maintain the drainageways and channels on his Lot in proper condition free from obstruction.

Section 3.22. Housing for Older Persons: Age Restriction. Country Roads is intended to constitute housing intended and operated for occupancy by at least one person fifty-five (55) years of age or older per Lot under the Fair Housing Amendments Act of 1988, U.S.C. § 3600, et seq., and the Arizona Fair Housing Act, A.R.S. § 44-1491, et seq., (collectively, the "Fair Housing Acts"). Except as provided below, at least one Occupant of each Lot must be 55 years of age or older, and persons under eighteen (18) years of age may only occupy or reside on a Lot in accordance with the Rules.

3.22.1. The Association may grant variances to the above restrictions, unless the granting of a variance would result in less than eighty percent (80%) of the Lots being occupied by one person fifty-five (55) years of age or older or would otherwise jeopardize Country Roads' status as housing for older person under the Fair Housing Acts. Any request for a variance submitted to the Association pursuant to this subsection shall set forth the names and ages of all proposed Occupants of the Lot, the reason for the request and such other information as the Association may reasonably require.

3.22.2. The Board shall adopt, publish and enforce such policies and procedures as are deemed necessary by the Board to demonstrate an intent to provide housing for occupancy for at least one person fifty-five (55) years or older per Lot and to maintain the status of Country Roads as housing for older persons under the Fair Housing Acts. Such policies and procedures shall provide for verification of the age of Occupants by reliable surveys and affidavits, and each Occupant, if requested to do so by the Association, shall furnish the Association with the names and ages of all Occupants of the Lot and such affidavits and other documents as the Association may request to verify the age of such Occupants.

Section 3.23. Governmental Requirements. The Board shall ensure that the following provisions, required by interested governmental entities, will be enforced:

3.23.1. Sewer System. The sewer system for Country Roads is operated and maintained by the City of Yuma, Arizona and each Owner is responsible for maintaining and repairing the lateral service line serving just their Lot. The Association is responsible for maintaining lateral service lines serving more than one Lot.

3.23.2. Water Supply. The domestic water supply for Country Roads shall be operated and maintained according to applicable standards and procedures of governmental authorities. Country Roads is located within Mesa Verde Improvement District Number 84-2. The City of Yuma, Arizona, is responsible for the adequate supply of water to Country Roads.

3.23.3. Fire Protection. The fire protection system for Country Roads shall be operated and maintained according to applicable standards and procedures of governmental authorities.

3.23.4. Water Retention Basins. Water retention basins shall be maintained at designed depths and kept free of debris.

3.23.5. Roadways. All roadways will be maintained consistent with applicable standards and procedures of governmental authorities.

3.23.6. Roadway Device Maintenance. Traffic control devices and street lighting shall be installed and maintained in a safe and proper condition consistent with applicable standards and procedures of governmental authorities.

ARTICLE 4 The Association

Section 4.1. Organization.

4.1.1. The Association. The Association is an Arizona nonprofit corporation to serve as the governing body for all of the Members for the protection, improvement, alteration, maintenance, repair, replacement, administration and operation of Country Roads and the Association is charged with the duties and invested with the powers prescribed by law and set forth in the Governing Documents. Neither the Articles nor Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Restated Declaration.

4.1.2. Board of Directors and Officers. 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 applicable Articles and the Bylaws, as may be amended from time to time. Each director shall be a Member. If a director shall cease to meet such qualifications during his term, he or she will thereupon cease to be a director and his or her place on the Board shall be deemed vacant.

Section 4.2. Powers and Duties of the Association. The Association shall have such rights, duties and powers as set forth in the Governing Documents, as may be amended from time to time, including, but not limited to, the following:

4.2.1. Irrigation District. The Association shall be the agent for Country Roads in dealing with the Yuma Mesa Irrigation and Drainage District. The Association may include the costs of service of said District in the Common Expenses assessed to the Owners.

4.2.2. Bulk Electrical Power. The Association may purchase electric power for Country Roads in bulk from an appropriate utility company. If the Association makes such purchases, each Owner's electric consumption shall be measured and each Owner shall pay his/her respective share of the electrical consumption cost to the Association in time for the Association to pay the utility company when such payments are due. The Association shall promulgate Rules to the extent required for the implementation of this subsection.

4.2.3. Rental Pool. The Association may organize and promulgate Rules for a rental pool of the Lots.

Section 4.3. Rules. By a majority vote of the Board, the Association may, from time to time and subject to the provisions of this Restated Declaration, adopt, amend, and repeal rules and regulations. The Rules may restrict and govern the use of any portion of Country Roads by any Owner or Occupant provided, however, that the Rules may not discriminate among Owners and shall not be inconsistent with this Restated Declaration, the Articles or Bylaws. Notwithstanding the generality of the foregoing, the Rules may impose standards and restrictions on the appropriate maintenance and use of the Lots. 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 when such Rules are changed, and may be recorded. The Rules, whether or not recorded, shall have the same force and effect as if they were set forth in and were a part of the Restated Declaration and shall be enforceable to the same extent and in the same manner as the provisions of the Restated Declaration.

Section 4.4. Non-Liability of Officials. To the fullest extent permitted by the Nonprofit Corporation Act (set forth at A.R.S. § 10-3101 et seq., as may be amended from time to time), neither the Board, nor any committees of the Association nor any member thereof, nor any directors or officers of the Association, shall be liable to any Member, Owner, Occupant, the Association or any other Person for any damage, loss or prejudice suffered or claimed on account of any decision, approval or disapproval of plans or specifications (whether or not defective), course of action, act, inaction, omission, error, negligence or the like made in good faith and which the Board, or such committees or persons, reasonably believed to be within the scope of their respective duties (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 person covered hereunder.

Section 4.5. Indemnification. To the fullest extent permitted by law, every director and every officer of the Association, and members of Association committees shall be indemnified by the Association, and every other person serving as an employee or direct agent of the Association, or on behalf of the Association as a member of a committee or otherwise, shall be indemnified by the Association, against all expenses, liabilities and judgments, including attorneys' fees, reasonably incurred by or imposed upon him/her in connection with any proceeding or any settlement thereof to which he/she may be a party, or in which he/she may become involved, by reason of his being or having served in such capacity on behalf of the Association, whether or not he/she is a director, officer or member of an Association committees or serving in such other specified capacity at the time such expenses are incurred. 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. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such persons may be entitled at law or otherwise.

ARTICLE 5
Membership and Voting Rights

Section 5.1. Membership. Each Owner of a Lot shall be a Member of the Association. Ownership of a Lot by a Person other than the Association shall be the sole qualification for membership. 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. The rights and obligations of an Owner and membership in the Association shall not be assigned, transferred, pledged, conveyed, or alienated in any way except upon transfer of ownership to the Owner's Lot and then only to the transferee of ownership to such Lot, or by intestate succession, testamentary disposition, foreclosure of a mortgage of record, exercise of a power of sale under the provisions of a deed of trust, or such other legal process as now in effect or as may hereafter be established under or pursuant to the laws of the State of Arizona. Any attempt to make a prohibited transfer shall be void. Any transfer of ownership of a Lot shall operate to transfer the Owner's membership to the new Owner of the Lot. Tenants and Persons who hold an interest in a Lot merely as security for the performance of an obligation shall not be Members.

Section 5.2. Voting Rights. All Members shall be entitled to one (1) vote for each Lot owned. When more than one Person constitutes the Owner of a Lot, the vote for such Lot may be exercised as they themselves determine but in no event shall more than one (1) vote be cast with respect to any Lot. 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. The Association shall not be entitled to vote on behalf of any Lots that it owns for so long as it owns the Lots.

Section 5.3. Other Rights of Owners and Members. Each Owner and Member shall have such other rights, duties, and obligations as set forth in the Articles and Bylaws, as may be amended from time to time.

Section 5.4. E-mail Addresses of Members. Each Owner shall keep on file with the Association a current e-mail address for all means of communication by the Association for which Electronic Delivery is allowed by law.

ARTICLE 6
Covenants for Assessment

Section 6.1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot is deemed hereby to covenant and agree to pay to the Association (1) Regular Assessments, (2) Special Assessments, (3) Individual Assessments, and (4) Reconstruction Assessments, such Assessments to be established and collected as hereinafter provided. The

Assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge and a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, costs, and reasonable attorneys' fees shall also be the personal obligation of the Owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to the successor in title of the Owner unless expressly assumed by the successor.

Section 6.2. Purpose of Assessments. The Assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the Owners and Occupants of Country Roads, to enhance the quality of life within Country Roads, to preserve the value of Country Roads, to pay the costs of administration of the Association and all other Common Expenses, or to otherwise further the interests of the Association. Without limiting the generality of the foregoing, such purposes shall include the payment for the following duties:

- (i) Water, sewer, garbage, electrical, lighting, telephone, gas and other necessary utility service for the Common Area;
- (ii) The Yuma Mesa Irrigation and Drainage District fee;
- (iii) Maintenance and repair of storm drains, sanitary sewer systems, the water system and Private Streets lying within the Common Area;
- (iv) Such insurance protection as required or allowed by this Restated Declaration and obtained by the Association;
- (v) Painting, maintenance, repair, and replacement of the Improvements on the Common Area;
- (vi) Reserves for repair and replacement of Improvements, and for capital improvements, on the Common Area ("Reserve Funds");
- (vii) Reimbursement for reasonable expenses incurred by members of the Board and officers in the discharge of their duties; and
- (viii) Such other and further items of expense relating to any services or facilities as may be necessary or which the Board may deem advisable or expedient to carry out the intent, purposes and objectives of the Association as set forth in this Restated Declaration.

Section 6.3. Regular Assessment.

6.3.1. The amount of the Regular Assessment for each Lot shall, for each fiscal year of the Association, be determined by the Board at least thirty (30) days in advance of the beginning of the year. The Regular Assessment shall be determined by the Board based on its estimate of the total Common Expenses to be incurred for such fiscal year, after giving due consideration to the factors deemed relevant by the Board, including, but not limited to, current maintenance and repair costs of the Common Area, insurance premiums for insurance on the

Common Area, operating costs of the Association and the need for contingency and maintenance reserves.

6.3.2. Written notice (by mail or Electronic Delivery) of the Regular Assessment for each Lot shall be sent to each Owner at least 30 days in advance of the commencement of each fiscal year. If the Regular Assessment for any fiscal year is not made by the Board at least thirty (30) days in advance of the commencement of the fiscal year, then the Regular Assessment for the immediately preceding fiscal year shall be deemed automatically assessed against each Lot and such Assessment shall remain in effect until the Board determines the Regular Assessment for the new fiscal year and gives thirty (30) days written notice of the new Regular Assessment to each Owner.

6.3.3. If the Association determines that the total Regular Assessments for the current year are, or will become, inadequate to meet all Common Expenses for whatever reason, including, but not limited to, Common Expense in excess of the estimated Common Expenses used in preparing the Association's budget for that year or non-payment of Regular Assessments by Owners, the President shall then immediately determine the approximate amount of such inadequacy and, with the consent of the Board, issue a supplemental estimate of the Common Expenses and determine the revised amount of Regular Assessments to be paid by each Owner for the balance of the year, and the date or dates when due.

6.3.4. If the estimated total Regular Assessments for the current year proves to be excessive considering the actual Common Expenses, the Association may, at the discretion of the Board, retain such excess as additional working capital or reserves, reduce the amount of the Regular Assessments for the current or succeeding year, or abate collection of Regular Assessments for such period as it deems appropriate. No reduction or abatement of Regular Assessments because of any such anticipated surplus may diminish the quantity or quality of services upon which the Common Expenses for the year in question are based.

6.3.5. Notwithstanding the foregoing, in no event shall the Board increase Regular Assessments payable by Lots by more than ten percent (10%) from one fiscal year to the next without the approval of a Majority of Owners.

Section 6.4. Individual Assessments. Individual Assessments shall be levied by the Association against an Owner and his Lot to reimburse the Association for:

6.4.1. Costs, including, but not limited to, attorney's fees, incurred by the Association in bringing an Owner and/or his Lot into compliance with the provisions of the Governing Documents, regardless of whether suit is filed;

6.4.2. Any other charge designated or intended to serve as, an Individual Assessment in the Governing Documents;

6.4.3. Attorney's fees, interest and other costs or charges provided to be paid as, or which are incurred relating to, an Individual Assessment in accordance with the Governing Documents; and

6.4.4. In the event the Association undertakes to provide materials or services that benefit individual Owners or Lots and that can be accepted or not by individual Owners, such Owners, in accepting such materials or services, agree that the costs therefor shall be an Individual Assessment.

Section 6.5. Special Assessments.

6.5.1. In addition to the Regular Assessments, the Association may levy a Special Assessment for any proper Association purpose for the time period specified by the Association in the ballot to vote on the Special Assessment, so long as the Special Assessment is approved by at least two-thirds (2/3) of the Members who are voting in person or by absentee ballot, or by another form of delivery, including, but not limited to, electronic voting, at a meeting of the Association duly called for such purpose where quorum is present. At the first such meeting called, the presence of Owners, in person or by absentee ballot, entitled to cast sixty percent (60%) of all votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

6.5.2. Notwithstanding the foregoing, the Association may also levy a Special Assessment, not to exceed five percent (5%) of the estimated annual Common Expenses for the current fiscal year (not including allocations to reserves), without obtaining the approval of the Owners, for the purposes of defraying, in whole or in part, the cost of, any construction or replacement of an existing capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, to the extent the same is not covered by the provisions affecting Reconstruction Assessments in Article VIII. All such amounts may only be used for the purposes for which they were collected and shall be deposited by the Association in a separate bank account to be held in trust for such purposes. Said funds shall not be commingled with any other funds of the Association and shall be deemed a contribution to the capital account of the Association by the Owners.

Section 6.6. Uniform Rate of Assessment. Both Regular and Special Assessments must be fixed at a uniform rate for all Lots not owned by the Association.

Section 6.7. Due Dates. The due dates for Regular, Individual and Special Assessments shall be established by the Board. The Board shall have the power to require or allow Regular and Special Assessments to be paid in one lump sum or in installments.

Section 6.8. Resale Disclosure Fee. Each purchaser / new Owner of a Lot shall pay to the Association immediately upon becoming the Owner of the Unit a resale disclosure fee in such amount as is established from time to time by the Board of Directors in accordance with A.R.S. § 33-1806, as it may be amended from time to time.

Section 6.9. Certificate of Payment. Upon receipt of a written request, the Association shall furnish to a person acquiring an interest in any Lot and a lienholder, escrow agent, Owner or person designated by an Owner a certificate from the Association setting forth the amount of due but unpaid Assessments relating to such Lot, if any. Such statement will be provided within the time period required by law. Any such person receiving a statement shall not be liable for, nor shall any lien attach to the Lot, in excess of the amount set forth in the certificate, except for Assessments that become due after the date thereof and any interest, costs, attorneys' fees and any late charges related to such Assessments.

Section 6.10. Effects of Nonpayment of Assessments; Remedies of the Association. Each Owner of a Lot shall be deemed to covenant and agree to pay to the Association the Assessments provided for herein, and agrees to the enforcement of the Assessments in the manner herein specified. In the event that more than one Person constitutes an Owner of a Lot, each Person shall be jointly and severally liable for the Assessments. Any Assessment or installment thereof not paid within fifteen (15) days after its due date shall be delinquent and shall bear interest from the due date at the rate of eighteen percent (18%) per annum. In the event an Assessment or installment thereof becomes delinquent, in addition to any other remedies herein or by law provided, the Association may impose a late fee in an amount not exceeding the limits imposed by law, may accelerate the entire unpaid balance of any such Assessment, and may enforce each such obligation in any manner provided by law or in equity, or without any limitation of the foregoing, by either or both of the following procedures and the failure of the Association to take such action at any time shall not constitute a waiver of the right to take such action at a later time or in a different instance:

6.10.1. Enforcement by Suit. The Board may cause a suit at law to be commenced and maintained in the name of the Association against any Owner or former owner personally obligated to pay the Assessment without waiving any lien rights it may have against the Lot.

6.10.2. Enforcement by Lien. The Board may cause a suit at law to be commenced and maintained in the name of the Association to foreclose the Association's Assessment lien against the Lot in the manner provided by law for the foreclosure of a realty mortgage. In the event of a foreclosure, the Association shall be entitled to recover from the defaulting Owner its reasonable attorneys' fees, court costs, title search fees, interest and all other costs and expenses incurred in connection with the foreclosure. Each Owner, by becoming an Owner of a Lot, hereby expressly waives any objection to the enforcement and foreclosure of this lien in this manner. The Association shall have the power to bid at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any and all Lots purchased at such sale.

Section 6.11. Subordination of the Lien to Mortgage. The lien of the Assessments provided for herein shall be subordinate to the lien of any First Mortgage or deed of trust. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure of the first mortgage or deed of trust or any proceeding in lieu thereof, shall extinguish the lien of such Assessment as to payments that become due prior to such sale or transfer, except if the Owner in default purchases the Lot at the mortgage sale or proceeding in lieu thereof. In such case, the Assessment lien shall continue in effect and may be

enforced by the Association, or by the Board, for the respective Lot's Assessment that was due prior to the final conclusion of any foreclosure or equivalent proceedings. Further, any unpaid Assessment shall continue to exist as the personal obligation of the defaulting Owner, and the Board may use reasonable efforts to collect the sum from the Owner even after he or she is no longer a Member of the Association.

Section 6.12. Use of Reserve Funds. Reserve Funds shall be used only for the purposes for which they are collected. The Association shall not borrow from the Reserve Funds or use Reserve Funds for operating expenses unless the borrowing or use of such funds (including the amount to be borrowed or used and the purpose for which the funds are to be borrowed or used) has been approved by the Members in the same manner as approving a Special Assessment.

ARTICLE 7

Insurance

Section 7.1. Authority to Purchase. The Association, by and through the Board, shall purchase and maintain certain insurance upon the Common Areas including, but not limited to, the insurance described in Section 7.3. Such policies, with endorsements, shall be deposited with the Association. The Board shall deliver a copy of the policies or, by and through its agent, advise the Owners of the coverage of said policies to permit the Owners to determine which particular items are included within the coverage so that the Owners may insure themselves as they see fit if certain items are not insured by the Association.

Section 7.2. Owner's Responsibility. Without limiting the generality of the foregoing, each Owner shall be responsible for providing insurance on the Recreational Vehicle located on his Lot and the contents thereof, his additions and Improvements to his Lot, decorations, furnishings, and personal property therein, his personal property stored elsewhere in Country Roads, his personal liability to the extent not covered by the liability insurance for all of the Owners obtained as part of the Common Expenses as above provided, and such other insurance as the Owner desires. No Owner shall maintain any insurance on his Lot which would limit or reduce the insurance proceeds payable under the casualty insurance maintained by the Association in the event of damage to the Improvements or fixtures in Country Roads.

Section 7.3. Coverage. The Association shall maintain and pay for the following policies of insurance.

7.3.1. Multi-Peril. Policies of a multi-peril type covering the Common Areas providing, at a minimum, fire and extended coverage, and all other coverage, in kinds and amounts customarily acquired or required for projects similar in construction, location and use, covering perils normally covered by an "all-risk" policy, including, but not limited to, sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, and windstorm and water damage, in an amount not less than 100% of the insurable value (based upon replacement cost as determined from time to time by a qualified insurance appraiser or the Board), and, if available, agreed amount, inflation guard and construction code endorsements.

7.3.2. Public Liability. A comprehensive policy of public liability insurance covering all of the Common Areas in a minimum amount of at least One Million Dollars (\$1,000,000.00) per occurrence and umbrella coverage of at least Two Million Dollars (\$2,000,000.00) for personal injury, deaths and/or property damage. Such insurance policy shall contain a "severability of interest" endorsement that shall preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association and its agents or other Owners. The scope of such coverage shall include all other coverage in the kinds and amounts customarily acquired or required for projects similar in construction, location and use, including, but not limited to, liability of the Association related to employment contracts of the Association, water damage liability, liability for non-owned and hired automobiles, and liability for property of others.

7.3.3. Fidelity. The Association shall obtain fidelity coverage against dishonest acts on the part of directors, officers, managers, trustees, agents, employees or volunteers responsible for handling funds belonging to or administered by the Association. If funds of the Association are handled by a management agent, then fidelity insurance coverage shall also be obtained for the officers, employees or agents thereof handling or responsible for Association funds. The fidelity bond or insurance must name the Association as the named insured and shall be written to provide protection which is, in no event, less than the greater of (i) one and one-half times the Association's estimated annual operating expenses and reserves, (ii) the sum of three months' Assessments on all Lots then within Country Roads, or (iii) the estimated maximum amount of funds, including reserves, in the custody of the Association (and its management agent) at any one time. Relating to such coverage, an appropriate endorsement to the policy shall be added to cover any person who serves without compensation if the policy would not otherwise cover volunteers.

7.3.4. Workers' Compensation. A workers' compensation policy, if necessary to meet the requirements of law.

7.3.5. D&O. A policy of "directors and officers" liability insurance.

7.3.6. Other Policies. Such other insurance as the Board shall determine from time to time to be desirable.

Section 7.4. Provisions Required. The insurance policies purchased by the Association shall, to the extent possible, contain the following provisions.

7.4.1. Effect of Other Insurance. The coverage afforded by such policies shall not be brought into contribution or proration with any insurance that may be purchased by Owners or First Mortgagees.

7.4.2. Owner Conduct. The conduct of any one or more Owners shall not constitute grounds for avoiding liability on any such policy.

7.4.3. Subrogation. There shall be no subrogation with respect to the Association, its agents or employees, Owners and members of their household and their families

and employees, and each Mortgagee of all or any part of Country Roads or of any Lot, or the policy(ies) should name said persons as additional insureds; and, each policy must contain a waiver of any defenses based on co-insurance or on invalidity arising from the acts of the insured.

7.4.4. Severability. A "severability of interest" endorsement shall be obtained, which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners.

7.4.5. Name of Insured. A statement of the name of the insured shall be included in all policies, in form and substance similar to the following:

"Country Roads RV Village Property Owners Association,
for the use and benefit of the individual Owners"

7.4.6. No Other Insurance Clause. Any "no other insurance" clause shall exclude insurance purchased by Owners or First Mortgagees.

7.4.7. Negligence of Owners or Association. Coverage must not be prejudiced by (a) any act or neglect of Owners when such act or neglect is not within the control of the Association or (b) any failure of the Association to comply with any warranty or condition regarding any portion of Country Roads over which the Association has no control.

7.4.8. Notice Before Cancellation. Coverage may not be cancelled or substantially modified without at least thirty (30) days' (or such lesser period as otherwise provided herein) prior written notice to the Association and all named insureds under the policy.

7.4.9. Approval of Association to Receive Cash Settlement. Any policy of property insurance that gives the carrier the right to elect to restore damage in lieu of a cash settlement must provide that such election is not exercisable without the prior written approval of the Association or when in conflict with the insurance trust provisions contained herein, or any requirement of law.

7.4.10. Qualifications of Carrier. Each hazard insurance policy shall be written by a hazard insurance carrier admitted in the State of Arizona which has a financial rating as designated in A.M. Best's Key Rating Guide as "A" or better and of Class X or better, or if such rating service be discontinued, an equivalent rating by a successor thereto or a similar such rating service. Each insurance carrier must be specifically licensed or authorized by law to transact business within the State of Arizona.

7.4.11. Limitation of Policy Requirements. Policies shall not be utilized where: (1) under the terms of the carrier's charter, bylaws or policy, contributions may be required or assessments may be made against the Owners, Members, or Association; (2) by the terms of the carrier's charter, bylaws or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders, or members; or, (3) the policy includes any limiting clauses

(other than insurance condition) which could prevent the Association or any insured from collecting insurance proceeds.

Section 7.5. Non-Liability of Association/Board. Notwithstanding the duty of the Association to obtain insurance coverage as stated herein, neither the Association nor any Board member or other Person shall be liable to any Owner or Mortgagee if any risks of hazard are not covered by insurance or if the amount of insurance is not adequate. It shall be the responsibility of each Owner to ascertain the coverage and protection afforded by the Association's insurance and to procure and pay for such additional insurance coverage and protection as the Owner may desire.

Section 7.6. Premiums and Deductibles. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that the amount of increase over any annual or other premium occasioned by the use, misuse, occupancy or abandonment of a Lot or its appurtenances, or of the Common Areas, by an Owner, or by any Occupant, guest or invitee of such Owner, shall be assessed against that particular Owner as an Individual Assessment. The deductible on any insurance maintained by the Association shall be paid by the Association as a Common Expense except the deductible amount on the insurance maintained by the Association if the claim occasioned by the negligent or willful act or inaction of an Owner or Member may, in the discretion of the Board, constitute an Individual Assessment.

Section 7.7. Insurance Claims. The Association, acting by and through its Board, is hereby irrevocably appointed agent and attorney-in-fact for each Owner and any other insured under the policy, subject to the provisions contained herein, to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims, and the Board has full and complete power to act for the Association in this regard.

Section 7.8. Benefit. Except as otherwise provided herein, all insurance policies purchased by the Association shall be for the benefit of the Association, the Owners and Members, as their interests may appear.

ARTICLE 8

Damage and Destruction of Common Area

Section 8.1. Reconstruction of Common Areas. In the event of any partial or total destruction of the Common Areas, or any Improvements thereon, the Association may restore and repair the same, pursuant to this Article VIII. The proceeds of any casualty insurance maintained by the Association may be used to the extent available for such purpose.

Section 8.2. Payment of Insurance Proceeds. With respect to any loss to any Common Area covered by property insurance obtained by the Association in accordance with this Article, the loss shall be adjusted with the Association, and the insurance proceeds shall be payable to the Association and not to any Mortgagee or beneficiary under a deed of trust. Subject to the

provisions of Section 8.3, the proceeds shall be disbursed for the repair or restoration of the damage to the Common Area.

Section 8.3. Reconstruction Assessment. If the amount available from the proceeds of any insurance policies for such restoration and repair (less the applicable insurance deductible), together with any uncommitted or unreserved capital of the Association, is less than the estimated cost of restoration and repair, the Association will notify Owners that the Association intends to replace and restore the Common Areas unless, (a) within thirty (30) days of the date of the notice, the Owners petition for a special meeting as provided in the Bylaws and (b) a Majority of Owners disapprove of the replacement or restoration. If the Owners do not disapprove the proposed replacement or restoration, the Board may levy a Reconstruction Assessment against each Owner and their Lot, and cause the damaged or destroyed Common Areas to be repaired or restored. The total Reconstruction Assessment shall be allocated to the Lots in the same manner as Regular Assessments. Any Reconstruction Assessment shall be secured by the Assessment Lien. All amounts collected as Reconstruction Assessments shall only be used for the purposes set forth in this Article VIII.

Section 8.4. Decision Not to Restore. If the Owners disapprove of the repair or restoration of the damaged or destroyed Improvements on the Common Areas as provided in Section 8.3, the Common Areas so damaged or destroyed shall be cleared and restored to a safe and presentable condition for the Common Area use or other use determined by the Board.

Section 8.5. Excess Insurance Proceeds. If any excess insurance proceeds remain after any reconstruction by the Association pursuant to this Article VIII, the Board, in its sole discretion, may retain the excess in the general funds of the Association or may issue credits for all or any portion thereof to the Owners' Assessment accounts in the ratio that they would pay Regular Assessments, subject to the requirements of applicable law.

Section 8.6. Emergency Repairs. Notwithstanding any provision of this Article VIII, the Board may undertake any repair which the Board deems reasonably necessary to avoid further damage or destruction that is likely, in the Board's sole opinion, to cause substantial diminution in the value of the Common Areas or as may be necessary to cure dangerous conditions.

ARTICLE 9 Condemnation

Section 9.1. Definition of Taking. The term "taking" as used in this Article IX shall mean condemnation by eminent domain of all or any portion of Country Roads.

Section 9.2. Representation in Condemnation Proceedings. In the event of a threatened taking of all or any portion of the Common Areas, the Owners hereby appoint the Association through such persons as the Board may delegate to represent all of the Owners in connection therewith. The Association shall act in its sole discretion with respect to any awards being made

relating to the taking and shall be entitled to make a voluntary sale to the condemnor in lieu of engaging in a condemnation action.

Section 9.3. Award for Common Areas. Any awards received by the Association because of the taking of Common Areas or sale in lieu of the taking shall be paid to the Association. The Association may, in its sole discretion, retain any award in the general funds of the Association or distribute all or any portion thereof to the Owners as their interests may appear, subject to the requirements of applicable law.

Section 9.4. Condemnation of a Lot. In the event of the taking of all or substantially all of a Lot such that it can no longer be occupied following reasonable repair or reconstruction, such Lot shall cease to be part of Country Roads and the Owner shall cease to be a Member of the Association.

ARTICLE 10 General Provisions

Section 10.1. Enforcement.

10.1.1. Method of Enforcement. In addition to the enforcement provisions previously set forth in this Declaration, the Association or any Owner may enforce the provisions of the Governing Documents by a proceeding at law or in equity against any person or entity violating or attempting to violate the same, either to restrain violation or to recover damages, or both. Failure to enforce any of the provisions of the Governing Documents shall not be deemed a waiver of the right to do so at any time in the future. All rights, remedies and privileges granted to the Association or any Owner pursuant to any term, provision, covenant or condition of the Governing Documents shall be deemed to be cumulative, and the exercise of any one (1) or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party by the Governing Documents or at law or in equity. In addition, after providing the Owner with notice of the violation and an opportunity to be heard, the Association shall have the right to impose fines upon the Owner of a Lot for each violation of the Governing Documents.

10.1.2. Self-Help. Without limiting the generality of Section 10.1.1, if any Lot is maintained so 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 Country Roads, or in the event any portion of a Lot is being used in a manner that violates the Restated Declaration or Rules, then the Association may, at its option, after providing notice to the Owner of the violation and an opportunity to cure the violation, enter the Lot, cause corrective action to be taken, and charge such Owner for the complete cost thereof, which shall become an Individual Assessment, enforceable in the manner set forth in Article VI. The Association will not be liable for trespass for entering on to a Lot to exercise its rights under this Section.

10.1.3. Notice of Violation. The Association shall have the right to record a written notice of a violation of any restriction or other provision of this Restated Declaration or the Rules. The notice shall be executed by an officer of the Association and shall contain substantially the following information: (i) the name of the Owner violating, or responsible for the violation of, this Declaration or the Rules; (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 Restated Declaration; and (v) a statement of the specific steps that must be taken by the Owner to cure the violation. Recordation of a notice of violation shall serve as notice to the Owner, 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.

10.1.4. Expenses of Enforcement. In the event the Association acts to enforce the provisions of 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 the personal liability of the breaching Owner and shall also be an Individual Assessment secured by the Assessment Lien against said Owner's Lot. 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 provisions of the Governing Documents, 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.

Section 10.2. Amendment. Amendments to this Restated Declaration shall be made by an instrument in writing setting forth the entire amendment. Amendments may be adopted at a meeting of the Owners upon approval of Owners holding two-thirds (2/3) of the votes cast, or without any meeting if all Owners have been notified of the proposed amendments by mail or Electronic Delivery and two-thirds of all of the Owners consent in writing to such amendment. Electronic signatures shall count as written consents. In addition, the Board may amend this Restated Declaration, without the approval of the Members, solely for the purpose of complying with the law. In all events, the amendment when adopted shall bear the signature of the President of the Association and shall be attested to by the secretary, who shall state whether the amendment was properly adopted, and shall be acknowledged by them as officers of the Association. Amendments once properly adopted shall be effective upon recording of the amendment to Restated Declaration in the appropriate governmental offices. The plats for Country Roads may be amended in the same way as an amendment to the Restated Declaration.

Section 10.3. Violation of Law. Any violation of any state, municipal, or local law, ordinance or regulation, relating to the ownership, occupation or use of any property within Country Roads is hereby declared to be a violation of the Restated Declaration and subject to any or all of the enforcement procedures set forth in this Restated Declaration.

Section 10.4. Remedies Cumulative. Each remedy provided by the Restated Declaration is cumulative and not exclusive.

Section 10.5. Delivery of Notices and Documents. Any written notice or other documents relating to or required by this Restated Declaration may be delivered personally, by mail, and, to the extent allowed by law, by facsimile or Electronic Delivery. If by mail, it shall be deemed to have been delivered ten (10) days after a copy of same has been deposited in the United States Mail, postage prepaid, addressed as follows:

10.5.1. To the Association. If to the Association, at the address specified by the Association from time to time.

10.5.2. To an Owner. If to an Owner, to the address of any Lot within Country Roads owned, in whole or in part, by the Owner or to any other address last furnished by an Owner to the Association.

Section 10.6. The Declaration. By acceptance of a deed or by acquiring any ownership interest in any of the real property included within this Restated Declaration, each person, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, and Rules now or hereafter imposed by this Restated Declaration and any amendments hereto. In addition, each such person by so doing thereby acknowledges that this Restated Declaration sets forth a general scheme for the improvement and development of the real property subject hereto and thereby evidences his interest that all the restrictions, conditions, covenants, and Rules now or hereafter imposed by this Restated Declaration shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees, and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Restated Declaration shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future Owners.

Section 10.7. Captions and Exhibits; Construction. Captions given to various Sections herein, and the Table of Contents for this Restated Declaration, are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof. The provisions of this Restated Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of Country Roads as hereinabove set forth.

Section 10.8. Gender and Number. Wherever the context of this Declaration so requires, words used in the masculine gender shall include the feminine and neuter genders; words used in the neuter gender shall include the masculine and feminine genders; words in the singular shall include the plural; and words in the plural shall include the singular.

Section 10.9. Severability. If any provision of the Governing Documents, or any section, clause, sentence, phrase or word or the application thereof in any circumstance, is held invalid, the validity of the remainder of the Governing Documents, and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances, shall not be affected thereby, and the remainder of the Governing Documents shall be construed as if such invalid part were never included therein.

Section 10.10. Mortgage of Lots. Each Owner shall have the right, subject to the provisions hereof, to make separate Mortgages for his respective Lot. No Owner shall have the right or authority to make or create or cause to be made or created any Mortgage, or other lien or security interest, on or affecting Country Roads or any part thereof, except only to the extent of his Lot.

Section 10.11. Power of Attorney. The Board of Directors may exercise all powers of the Association that are not required by the Governing Documents or applicable law to be exercised by the Owners.

Section 10.12. Responsibility for Others. Owners hereby acknowledge and agree that they are fully responsible for the actions and inactions of the Owner's family, Occupants, guests, licensees, invitees, tenants, and pets. If an Owner's family, Occupant, guest, licensee, invitee, tenant, or pet commits a violation of the Governing Documents, the Owner will be responsible in the same manner as if the Owner had committed such violation.

Section 10.13. Attorneys' Fees in Administrative Proceedings. In the event the Association incurs legal expenses and costs, including but not limited to, attorneys' 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, and any appeal thereof, the Association shall be entitled to recover its attorneys' fees and costs from the Owner involved in the administrative proceeding if the Association is the prevailing party.

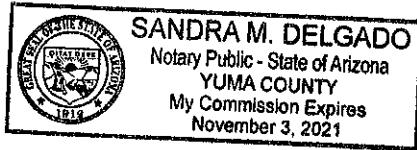
IN WITNESS WHEREOF, the undersigned, being the President of the Association, has executed this Restated Declaration the date first appearing above.

COUNTRY ROADS RV VILLAGE PROPERTY OWNERS ASSOCIATION, INC.,
an Arizona nonprofit corporation

By: Pat Truckwell
Its President

STATE OF ARIZONA)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this 21 day of March, 2018, by Pat Truckwell the President of Country Roads RV Village Property Owners Association, Inc., an Arizona nonprofit corporation, for and on behalf thereof.



[Signature]
Notary Public

My Commission Expires:
11/3/2018

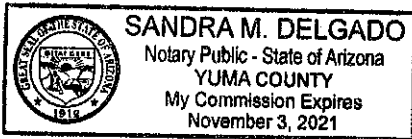
The undersigned, being the Secretary of the Association, hereby certifies that the foregoing Restated Declaration was adopted in accordance with the requirements for Amendments set forth in the Declaration.

COUNTRY ROADS RV VILLAGE PROPERTY OWNERS ASSOCIATION, INC.
an Arizona nonprofit corporation

By: *Diana T. Barela*
Its Secretary

STATE OF ARIZONA)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this 21 day of March, 2018, by Diana Barela, the Secretary of Country Roads RV Village Property Owners Association, Inc., an Arizona nonprofit corporation, for and on behalf thereof.



[Signature]
Notary Public

My Commission Expires:
11/3/2021

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL NO. 1:

The Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, Section 8, T9S, R22W, of the Gila and Salt River Base and Meridian, Yuma County, Arizona, comprising 60 acres more or less.

PARCEL NO. 2:

The North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 8, T9S, R22W, of the Gila and Salt River Base and Meridian, Yuma County, Arizona.

LATITUDE/LONGITUDE:

According to projection from NAD 27 for U.S.A.

Country Roads on corner of 6E and 32nd Street

Latitude 32 Degrees, 40 minutes, 11 seconds

Longitude 114 Degrees, 31 minutes, 45 seconds