

STATE OF ARIZONA)
County of Yavapai) ss.

I do hereby certify that the within instrument was filed and recorded at the request of VOCA on April 5 A.D. 2001 at 2:17 P.M., Book 3822 Official Records, Page 770 Records of Yavapai County, Arizona.

**AMENDMENT TO
DECLARATION OF RESTRICTIONS
AND
AMENDED AND RESTATED DECLARATION OF RESTRICTIONS
PINE CREEK UNIT TWO
SEDONA, ARIZONA**

KNOW ALL MEN BY THESE PRESENTS:

The undersigned owners, constituting the owners of a majority of Tracts A and B and Lots Two (2) through Fifty-Two (52), PINE CREEK UNIT TWO, a subdivision of Yavapai County, Arizona, according to the plat of record in the office of the Recorder of Yavapai County, Arizona, in Book 14 of Maps, page 27, (Premises) desire to amend the Declaration of Restrictions recorded January 12, 1979, in Book 581 of Official Records, pages 539-546, inclusive, records of the Recorder of Yavapai County, Arizona, and as amended by the Amendment to Declaration of Restrictions, recorded April 8, 1979, in Book 594 of Official Records, pages 399-400, inclusive, records of the Recorder of Yavapai County, Arizona, and as amended by the Amendment to Declaration of Restrictions recorded April 16, 1979, in Book 595 of Official Records, pages 337-338, inclusive, records of the Recorder of Yavapai County, Arizona and as amended by the Amendment of Declaration of Restrictions recorded June 27, 1983 in Book 1547 of Official Records pages 432-452, and do hereby amend and restate such restrictions, and declare the Premises subject to the following express covenants, stipulations and restrictions as to use and enjoyment, all of which are to be construed as restrictive covenants running with title to the Premises and with each and every part and parcel thereof.

1. All provisions of the Master Declaration of Restrictive Covenants for All Property in the Village of Oakcreek (Master Declaration), as recorded June 17, 1981, in the office of the Recorder of Yavapai County, Arizona, in Book 1389 of Official Records, pages 950-976, inclusive, records of the Recorder of Yavapai County, Arizona, as the same may be amended, are adopted by this reference and incorporated herein as if fully set forth in this Declaration.

2. Tract B may be used for public utility, sewage disposal, and business purposes.

3. No building, except one single family dwelling and a storage building, garage, or carport for use in connection with the dwelling, shall be erected, maintained, or permitted on a lot.

4. No dwelling shall be erected upon Lots Two (2) through Fifty Two (52) and Tract A unless such dwelling contains at least 1200 square feet of enclosed living area floor space.

5. The height of a dwelling or other permissible building shall not exceed sixteen (16) feet above the highest point of the lot, and no full two-story buildings shall be approved by the Architectural Control Committee.

6. All dwellings shall be of brick, cement block or other substantial masonry construction, or insulated frame construction. No plans for manufactured or pre-fabricated dwellings or buildings shall be approved by the Architectural Control Committee.

7. In addition to any other criteria for approval of the Architectural Control Committee:

- a. No fence, hedge, or solid wall, other than the wall of a dwelling, in excess of six (6) feet in height shall be constructed, planted or maintained on the Premises, except as provided in paragraph 8 below.
- b. Plans for a dwelling must include a carport or garage.
- c. No fence, hedge or wall shall be constructed, planted, or maintained closer to the front lot line than the walls of the dwelling on the lot, or, if there is no dwelling on the lot, within twenty (20) feet of the front lot line.

8. All swimming pools must be enclosed by a six-foot fence with a locking gate. Gates are to be locked when pool is not in use.

9. No reflective materials shall be installed, maintained, or permitted for use as a roof covering.

10. The Association shall have the right and power to levy periodic assessments against each lot pursuant to the Master Declarations.

11. These restrictive covenants run with title to the Premises and each and every portion thereof, and shall be binding upon the owner or owners of any lot in the Premises until twenty (20) years from the date of recordation of the Master Declaration, at which time the covenants and restrictions shall automatically be extended for successive periods of ten (10) years each; provided, however, subject to Section 9.03 of the Master Declaration, at any time the covenants and restrictions may be changed in whole or in part or revoked entirely by a vote of a majority of the Owners of the lots within the Premises.

12. The covenants, stipulations and restrictions of this Declaration shall not affect the lien of any mortgage now of record or which may hereafter be placed or recorded, upon the lots or any part thereof, and shall be subject to enforcement under Section 9.05 of the Master Declaration.

This instrument may be executed in one or more counterparts and, if executed in more than one counterpart, all the executed counterparts shall be construed as one instrument. Each signator hereby acknowledges receipt of a copy of the Master Declaration adopted herein. This Amended and Restated Declaration of Restrictions shall not become effective until such time as this instrument, or a sufficient number of counterparts thereof, containing signatures of the owners of a majority of the lots in PINE CREEK UNIT TWO has been or have been recorded in the office of the Recorder of Yavapai County, Arizona.