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SECOND AMENDED and RESTATED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

**AFFECTING USAGE OF LOTS COMPRISED WITHIN
FOREST TRAILS UNIT ONE- OVERGAARD OF NAVAJO COUNTY, ARIZONA**

SECOND AMENDED and RESTATED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING USAGE OF LOTS COMPRISED WITHIN FOREST TRAILS UNIT ONE- OVERGAARD OF NAVAJO COUNTY, ARIZONA

This SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING USAGE OF LOTS COMPRISED WITHIN FOREST TRAILS UNIT ONE-OVERGAARD OF NAVAJO COUNTY, ARIZONA, (*"Second Amended and Restated Declaration"*) is made on the date hereinafter set forth by Forest Trails-Overgaard Homeowners Association, Inc. - Unit One, an Arizona nonprofit corporation (hereinafter referred to as "Forest Trails Unit One Home Owners Association").

WITNESSETH:

WHEREAS, the Amended and Restated Declaration of Covenants, Conditions and Restrictions Affecting Usage of Lots Comprised within Forest Trails Unit One- Overgaard of Navajo County, Arizona was recorded on January 3, 2000 in the Official Records of the Navajo County, Arizona Recorder's Office at Document ID: 2000-00001 replacing "the previous CC&Rs dated 1984" (*"First Amended and Restated Declaration"*) and governing that certain real property subdivision of Navajo County, State of Arizona:

Lots 1 through 170 inclusive and Tracts A1, A2, A3, A4, B, C, and D of FOREST TRAILS UNIT ONE, a subdivision of Navajo County as more particularly defined by that certain plat recorded in Book 15 of plats, page 11 of the records of the Navajo County Recorder;

WHEREAS, the Forest Trails Unit One Home Owners Association, by and through its Members, wishes to amend and restate the *First Amended and Restated Declaration* as set forth herein;

WHEREAS, this *Second Amended and Restated Declaration* has been approved in accordance with the applicable amendment requirements set forth in the *First Amended and Restated Declaration*.

NOW THEREFORE, the Forest Trails Unit One Home Owners Association hereby revokes, amends, and restates the *First Amended and Restated Declaration* in its entirety as set forth herein and hereby declares that all of the property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. GENERAL CHARACTER OF LOTS

(A) Forest Trails Unit One is a "planned community" as those words are defined by Arizona Revised Statutes as now in force or hereafter amended. The homeowners' corporation, its board and officers shall enjoy all the powers, rights and remedies provided to planned communities under the statutes of Arizona.

(B) All lots, including the four lots that comprise Track A, shall be sites for single family residences. No more than one single-family dwelling shall be placed on any lot. Lots within this subdivision shall not be split or subdivided. The owner of the original Tract A has exercised the option set forth in Section 17 of the original covenants, conditions and restrictions, by subdividing Tract A into four single family residence lots.

(C) The owner or owners of two or more contiguous lots may elect to avoid the effect of the lot setback requirements from the lot boundary between contiguous lots owned by such owner by constructing a single family residence and/or appurtenant structure within such boundary setback restriction areas or across the lot boundary. Thereafter, so long as the structure in the setback area or across the Lot boundary exists, the lots so dedicated to usage as the site for one single-family residence shall be deemed as comprising a homesite. However, the lots comprising the homesite shall still be individually counted for purposes of determining the number of votes entitled to be cast in any balloting of homeowners of Forest Trails Unit One Home Owners Association; and for determining the amount owing from the owners of the homesite for dues or assessments owing with respect to said lots. Before any such compound homesite may be separated into its component lots in order to use each lot as the site for a single family residence, any structure built within such boundary setback restriction area or across such a lot boundary shall be dismantled and removed re-establishing the undeveloped space between structure and boundary required by the setback requirements set forth below.

(D) In elections and voting conducted by Forest Trails Unit One Home Owners Association the owner or owners of homesites comprised within said subdivision shall be entitled to one vote for each homesite. When a homesite is owned by more than one-person, each person owning an interest in the lot may vote that fraction of the single vote for that site which reflects his or her share of the ownership of the homesite.

(E) By choosing to become an owner of a homesite within the subdivision or to become the owner of a share or interest in a homesite, a person becomes a member of Forest Trails Unit One Home Owners Association. By accepting the rights and benefits of ownership, a person accepts the benefits and burdens of membership in Forest Trails Unit One Home Owners Association. The covenants, conditions and restrictions governing use of lots within the subdivision as amended and supplemented may be enforced by any owner of a homesite or by Forest Trails Unit One Home Owners Association on behalf of the owners collectively. Membership in the Association shall be limited to the owner or owners of equitable title (or legal title if equitable title has merged) of lots within Forest Trails Unit One. Such an owner of a lot shall automatically, upon becoming the owner of a homesite or share or partial ownership of a homesite, be a member of the Association. Such person or persons shall remain

a member of the Association until such time as his or her ownership in the homesite ceases for any reason. Upon ceasing to be an owner of a homesite or share or interest in a homesite his or her membership in the Association shall automatically cease. Ownership of a lot shall be the sole qualification and criteria for membership. However, the Association may provide in its by-laws that while in default in failing to pay dues or assessments owing to the association or while in default for failure to obey the covenants, conditions and restrictions, a member's right to vote a full vote or fraction of a vote is suspended until the member cures his or her defaults and regains the status of being a "member in good standing" of the Association. Any person or entity who holds or owns an interest in a homesite as security for the performance of an obligation is not a member of the Association. Membership in the Association may not be transferred, pledged or alienated in any manner other than by the sale, gift or transfer by operation of law of the homesite or share interest therein.

2. SANITATION REQUIREMENTS

All dwellings shall have water flush toilets and bathrooms. Toilets or sanitary conveniences shall be inside the buildings permitted hereunder, as per Navajo County Code.

3. SETBACK REQUIREMENTS AND VARIANCES FROM RESTRICTIONS

(A) No structure shall be erected on any lot within 35 feet of the front line of said lot, within 20 feet of either side line or rear lot line of said lot, or within 30 feet of any street side line.

(B) Variances from the set back requirements herein provided may be granted by the "Association" acting through its Board upon written application by any owner, for good cause shown to alleviate undue hardship arising from the unique physical attributes of a given homesite or where a variation thereof would be in the best interest of the lot owners and subdivision as a whole. But any variance may only be granted after affording notice and an opportunity to be heard to the owner(s) of lots or tracts any portion of which is situated within 300 feet of any portion of the homesite that is the subject of the requested variance. The burden of providing notice and coordinating an opportunity to be heard for the owner(s) of lots or tracts within 300 feet the homesite is upon the applicant for the variance.

4. MODULAR HOMES

No modular or pre-fabricated home shall be constructed or erected within the subdivision. Modular or pre-fabricated homes existing prior to 11/1/2000 are exempt from this exclusion.

5. SIZE

Only one detached single family dwelling shall be erected on each lot, having not less than 1,100 square feet of living area (with at least 900 square feet comprised in the main floor), exclusive of porches, terraces, garage or carport. A detached private garage shall not be considered in violation of these restrictions and may include guest quarters upon the prior written approval of the Architectural Committee confirming compliance with the following

restrictions (a) guest quarters within a detached private garage shall not be constructed prior to construction of the single family dwelling unit and (b) guest quarters within a detached private garage shall use the utility service provided to the single family dwelling unit. All residences and appurtenant structures shall be newly constructed of new materials but for decorative touches or features. No building or structure shall be moved from another location onto said premises. Dwellings existing prior to 1/1/2000 are exempt from the new size requirement.

6. QUALITY OF PERMANENT STRUCTURES-SIGNS

(A) All buildings or structures erected on said lots shall be of new construction or fabrication and must conform to Navajo County Building Codes. Any permanent structures including dwellings, cabanas, garages, etc. shall be of a masonry, stucco, wood or steel frame construction. All steel frames shall be covered with building materials as specified by prior written approval by the Architectural Committee. No exposed tarpaper, rolled roofing material, tin or sheet metal exteriors will be permitted. Metal roofing with a factory applied exterior finish will be permitted only if approved by the Architectural Committee upon a finding that the roofing is of such quality and appearance as to maintain and harmonize with the aesthetic standard and quality of appearance established by the residences constructed within the subdivision. The Architectural Committee is not authorized to approve the construction of structures with roofing materials consisting of bright/bare metal (aluminum, galvanized metal, steel, etc.) and no structure shall be erected with such a roof. All dwellings shall be set on permanent foundations (slab or stem wall). The exterior of a building shall be completed within 6 months from the date of commencing construction; however, the Architectural Committee may grant extension of the 6 month deadline as follows: (a) an initial 30 day extension may be granted by the Architectural Committee upon request received from the owner(s) in advance of the deadline for good cause shown to alleviate undue hardship as determined in its sole discretion, and (b) a second 30 day extension may be granted by the Architectural Committee upon request received from the owner(s) in advance of the initially extended deadline for good cause shown to alleviate undue hardship as determined in its sole discretion.

(B) All signs of builders and/or contractors shall be removed upon the earlier of (a) enclosure of the exterior of the dwelling unit or (b) the lapse of six months from the date construction commenced. Tasteful signs, as determined in the sole discretion of the Architectural Committee, of modest size no larger than 24 inches by 18 inches identifying the owners or occupants of a residence and "For Sale" or "For Rent" signs in conformance with the industry standard size, which shall not exceed 24 inches by 18 inches with an industry standard size sign rider, which shall not exceed 6 by 24 inches may be displayed. No other signs may be erected within the subdivision without the prior written approval of the Architectural Committee.

7. ARCHITECTURAL COMMITTEE APPROVAL

(A) Every lot owner shall, prior to acquiring a building permit from Navajo County and commencing any construction activity on the lot, be responsible for the

submission of two (2) sets of building plans and specifications to the "Architectural Committee" for approval and shall obtain action by the Architectural Committee approving the plans or modifying the plans and approving them as modified. The plans forming the basis for the issuance of a county building permit shall be those approved by the Architectural Committee.

(B) This submittal includes floor plans and elevations and materials specifications list. The Committee may designate the form of application, plans and supporting materials to be submitted for its action. The committee shall review the plans in 20 days of the receipt of said plans. The Committee shall mail to the applicant notice of its action taken on the owner's request for approval within thirty days following receipt of plans and specifications in proper form. Action by the Committee may consist of approval or rejection or approval conditioned upon specific changes being made in the proposed structure or structures. No approval shall be unreasonably withheld. If no response is forthcoming within 30 days, the lot owner may presume approval and proceed to acquiring his building permit. Inasmuch as the Committee may not consent to, waive or excuse violation of the provisions of these covenants, conditions and restrictions, lack of a response from the Committee does not authorize violation of the covenants, conditions and restrictions as amended. Actions of the Committee may be appealed to the Board of Directors for resolution. The Committee may develop Architectural Guidelines to assist the Lot Owner in developing the home site plan.

(C) The Architectural Committee shall consist of an odd number of members comprised of persons appointed by the Board of the homeowners' non-profit corporation. Decisions may be made, and action may be taken by a majority of the members of the Committee with or without a meeting.

8. PROHIBITED STRUCTURES

With the following exception for use during and in aid of constructing a permanent residence, no mobile home, motor home, recreational vehicle, travel trailer, tent, shack, garage, bam or temporary structure of any kind shall be used as a residence at any time. During and in aid of the construction of a permanent residence on a residential lot, a motor home or travel trailer may be occupied and maintained on the premises. However, such use will be permitted only if the motor home or travel trailer is equipped with an inside flush toilet and connected to an approved permanent waste disposal system as set forth in Section 2 of these restrictions. Further, each individual lot owner shall be required to obtain a use permit for temporary use of a motor home or trailer from the Navajo County Planning and Zoning Department and Navajo County Board of Adjustments.

9. TANKS

No elevated tanks of any kind shall be erected, placed or permitted upon any said lots, and any tanks on said property, including tanks for the storage of gas and fuel oil, must be buried or walled in or kept screened by adequate planting to conceal it from neighboring tracts, roads and streets.

10. WALLS AND FENCES- VARIANCES

No wall or fence over three (3) feet in height shall be erected or maintained on the front street line of any of the lots. No side or rear fence constructed on said lots, shall be more than six (6) feet in height. Wall and fence material is subject to prior written approval by the Architectural Committee. Variances from the height limitations on walls and fences herein provided may be granted by the "Association" acting through its Board upon written application by any owner, for good cause shown to alleviate undue hardship arising from the unique physical attributes of a given homesite or where a variation thereof would be in the best interest of the lot owners and subdivision as a whole. But any variance may only be granted after affording notice and an opportunity to be heard to the owner(s) of lots or tracts situated within 300 feet of any portion of the homesite that is the subject of the requested variance. The burden of seeing that notice and an opportunity to be heard is actually communicated to the owner(s) of lots or tracts abutting the homesite is upon the applicant for the variance.

11. MAINTENANCE OF LOTS

The owner of any lot(s) in Forest Trails Unit One shall keep their home site(s)/lot(s) in neat, clean, and attractive condition, free from fire hazard and infestation by insects, rodents, or other pests and clear of any unsightly articles, debris, garbage and trash at all times. There shall be no burning of garbage or trash on the lot at any time. In addition to the remedies set forth in Section 16, upon failure of an owner(s) to do so after reasonable notice of violation and time to cure, as determined in the sole discretion of the Board of Directors, the Association shall have the right to enter the lot and remove the violation and any such action shall not be deemed a trespass. The Association may charge the cost of same to the owner(s) of said lot. Recording of a notice of such damages in the office of the Navajo County Recorder shall constitute a lien against said lot, which shall continue until released of record.

12. PETS AND HOME OCCUPATIONS

Household pets will be permitted provided they are kept fenced or leashed at all times, and further provided they are not kept, bred or maintained for commercial purpose. No horses, swine, cattle, livestock or fowl shall be kept on any lot. Further, "telecommuting" and other comparable gainful employment or business conducted from one's residence within the subdivision is not prohibited except that no business activity or employment which substantially increases vehicular traffic within the subdivision or which involves the display within the subdivision of a sign to attract business customers shall be conducted or engaged in.

13. VEHICLES

Private passenger automobiles and pickup trucks may be parked on the front or side lines of any lot. Trucks bigger than pickup class and vehicles and equipment other than described above shall not be kept on any lot or street except in a private garage, except motor homes or travel trailers that are being used as temporary dwellings as per Section 7

herein. No motor vehicle which is under repair or not in operating condition shall be permitted to remain on the street or streets or any portion of any lot or lots, except where said vehicle is in an enclosed garage. After construction of permanent dwelling, one motor home or recreational vehicle may be parked on any lot provided said vehicle is unoccupied. No more than four UN-garaged vehicles may be parked over a 16-day period on any single family residence homesite. The Board may grant vehicle variances based on verified necessity.

14. PUBLIC OR PRIVATE NUISANCES AND OTHER OFFENSIVE ACTIVITY

No noxious or offensive activity as determined by the Navajo County Planning and Zoning Department and/or the Association shall be carried on upon any building site nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Nuisances, whether defined as public or private, or comparable offensive activity, as found by the Board of the Association to exist utilizing an objective standard commonly shared by residents of comparable planned communities shall not be carried on at or suffered to exist (i.e. failing to act to a situation) on any homesite. The owner of any site where such nuisance or offensive activity exists owes to the other owners and to the Association the duty of abating and ending such nuisance or offensive activity. Any tenant undertaking to lease a site within the subdivision is deemed charged with notice of this section and as having accepted the obligation of utilizing the property leased in such a manner that no violation of this section occurs or is suffered to continue.

15. SEVERABILITY; INTERPRETATION

Failure to enforce any of the restrictions, rights, reservations, limitations contained herein shall not in any event be construed to be a waiver thereof or consent to any further or succeeding breach or violation thereof. Upon the breach of any of said restrictions, anyone owning land in the subdivision may bring a proper action in the proper court to enjoin or refrain said violations, or to collect damages or other dues on account thereof.

16. OWNERS' RIGHTS AND REMEDIES, OWNERS' CONTROL OF DUES, ASSESSMENTS AND FINES

(A) The developer of Forest Trails Unit One has caused to be established a home owner's "Association" for the express purpose of enforcing these Restrictions, and to do such things as are necessary to carry out the business of the Association so as to ensure the protection of all lot owners and their enjoyment of the premises.

(B) Members of the Association by vote of a majority of the votes entitled to be cast present or represented at a regular meeting, may adopt, fix or modify membership dues, assessments and fines on a uniform and/non-discriminatory basis so that the burdens are borne equally on a per homesite basis by the owners of the homesites comprised within the subdivision. This power may be delegated by the owners to the Board of the Association.

(C) Dues shall be established and collected in order to preserve and maintain the

Association and its Architectural Committee and enable them to perform their functions, including, but not limited to, communicating with the members.

(D) Assessments may be levied and collected for the protection of the members' investments in property within the subdivision by providing for and reserving against the expenses inherent in maintaining and preserving common areas, and in protecting and preserving the owners' rights under these covenants conditions and restrictions.

(E) The Board may impose and collect fines to compel compliance with these covenants, conditions and restrictions. The violating owner will be given reasonable time, as determined in the sole discretion of the Board, after notice to correct the violation. Notice will be done either by posting the lot(s) or by certified mail.

(F) In aid of accomplishing the owners' common purposes, all owners of a homesite or share therein are obligated to pay the entire amount of such dues, assessments and/or fines as the members of the association choose to impose for the homesite which they own in whole or in part, the indebtedness being a joint and severable and, where applicable, a community debt or obligation of all of the owners of the homesite in question.

(G) Each owner is obligated to pay any dues, assessment or fine levied against the homesite in which he or she owns an interest. These debts are also personal obligations of the person or persons who was the owner of the homesite at the time the dues, assessments or fines became due. Abandonment of ownership rights, refusal to exercise membership rights, abstaining from use of the homesite or leasing or otherwise transferring related occupancy rights is no excuse or justification for failing or refusing to pay dues, assessments or fines. No reduction, abatement or set-off shall be claimed or allowed with respect to any dues, assessment or fines.

(H) All past due sums shall accrue interest as provided in Arizona Revised Statutes §12-1201. All past due sums are a burden or charge against the title and ownership of the lot giving rise to the indebtedness and shall remain so as an obligation traveling with and following the ownership of the land until the indebtedness, interest and any expenses of enforcement or collection (including but not limited to those authorized by Arizona Revised Statutes §12-341.01) have been fully paid.

(I) Any homesite owner, or the Association in its capacity of acting for all owners, may exercise any right or remedy available at law or in equity to seek restitution or redress for defaults in failing to obey and perform obligations arising under these covenants, conditions and restrictions as supplemented and amended; or to compel specific performance of obligations arising out of these undertakings. Without limiting the generality of the foregoing, these rights and remedies include the right to foreclose upon the lot burdened by a charge of unpaid indebtedness in the manner provided by law for the foreclosure of mortgages; the right to seek negative or affirmative injunctive relief, or the right to seek judgment for the recovery of money together with interest from the date due at the statutory rate and together with all costs and expenses of enforcement or collection (including but not limited to those authorized by Arizona Revised Statutes §12-341.01).

(J) The provisions of the covenants, conditions and restrictions of the subdivision which mandate that the owners of a homesite within the subdivision and/or their tenants use the land in a specified manner and conduct themselves as herein provided, and the covenants, conditions and restrictions of the subdivision which require that owners or tenants of a homesite within the subdivision refrain from specified acts or conduct, cease specified acts or conduct, or not use the land in a specified manner, or which require the owners or tenants to refrain from committing acts or suffering the commission of acts prohibited by the covenants, conditions and restrictions are intended to protect and preserve the ambience of the subdivision and the tranquil, aesthetically pleasing lifestyle and living environment of the homeowners. Accordingly, it is acknowledged and agreed that breach of these covenants, conditions and restrictions inflicts irreparable injury upon the owners of property within the subdivision for which the award of monetary damages is and will be an inadequate, ineffective remedy. Accordingly, persons seeking to enforce these covenants, conditions and restrictions shall be entitled to mandatory or prohibitive injunctive relief compelling others bound by these covenants, conditions and restrictions to specifically perform and obey them.

17. ELECTION TO USE TRACT A SOLELY AS HOMESITES FOR SINGLE FAMILY RESIDENCES

Tract A shall be used for Residential Service commercial Activity, providing retail sales or professional services to the subdivision. Manufacturing, auto repairs, trailer parks or other activities of the like shall be prohibited. Tract A, at the option of the owner, may be further subdivided into four (4) residential lots, subject to the Declarations of Restrictions contained herein. This shall not be construed to void requirements of Navajo County Zoning and Subdivision ordinance. It is the understanding and belief of the Association that the owners of Tract A have sought and obtained the consent of Navajo County to create and sell four single family residence sites created out of Tract A, these subdivided homesites being herein referred to as Tracts A1, A2, A3 and A4. In the event that this conclusion is mistaken, that the owners have not bound themselves to hereafter utilize and sell any portion of Tract A for use only as homesites, then the provisions of Section 17 of the original covenants, conditions and restrictions remains in full force and effect limiting the use that may be made of any portion of Tract A.

18. TRACKS B, C, AND D

Tracts B, C, and D are dedicated to the property owners within Forest Trails Unit One, to be recorded in Section 28, Township 12 North, Range 17 East Gila and Salt River Meridian, Navajo County, Arizona, with an equal undivided interest for the purpose of pedestrian access, public utilities, drainage and recreation as directed by the Association. Said tracts shall not be used for vehicles or equestrian access of any kind. The Association shall, if necessary, have full authority to assess each property owner for financial funding for such maintenance.

19. DRIVEWAY CULVERTS

At the time of construction, each lot owner shall purchase and install at his cost a driveway culvert of a size defined by Navajo County. Required permits may be obtained from the

County Engineer's Office and shall be posted in view at the construction site.

20. BUILDING PERMITS

All use of or construction on subdivision lots shall require a Navajo County Building permit and shall comply with all requirements established by Navajo County.

21. PORTAJOHNS AND REFUSE CONTAINERS

Owners of homesites causing a residence or appurtenant structure to be constructed on their property shall, if no inside toilet facilities are made available to contractors, artisans and workmen, during the time from the disturbing of the soil to construct a foundation through to the issuance of an occupancy permit or through to substantial completion of the structure (If no occupancy permit or equivalent is required by the county), install and maintain in operational condition upon the homesite a Portajohn or comparable outdoor human waste disposal facility and shall maintain on the site a refuse container sufficiently large to contain the refuse, debris or other matter created or left in the process of constructing the primary residence or accessory buildings until the same shall have been removed from the site.

22. ACCESSORY BUILDINGS

Accessory buildings or structure (garage, storage building, etc.) shall not be constructed upon a lot until construction of the principal building has actually commenced. Completions of the primary and accessory buildings are defined in Section 6 above. Accessory buildings shall not be used for dwelling purposes.

23. COVENANTS RUNNING WITH THE LAND

(A) The wording herein set forth and the provisions of the original covenants, conditions and restrictions, to the extent they are not repealed or modified by the wording herein set forth, run with the land and with ownership of each and every lot, tract or parcel comprised within the subdivision as defined by the recorded subdivision plat. These covenants shall be binding on all persons owning any of the said homesites in Forest Trails Unit One from, on and after the date of public recording of this document with the Navajo County Recorder.

(B) Absent being repealed, modified or supplanted by vote of the owners representing the majority of the homesites comprised within the subdivision, and such repeal, modification, amendment or supplement being placed of record with the Navajo County Recorder by the then serving officer of the Association, these covenants, conditions and restrictions as amended and modified above, shall be continued indefinitely.

24. DEEDS OF CONVEYANCE

Deeds of conveyance of said property, or any part hereof: may contain the above restrictive covenants by reference to this document, but whether or not such reference is made in such deeds, or any part thereof: each and all of such restrictive covenants shall be valid and binding upon the respective grantees. Violation of any one or more such covenants may be restrained by any Court of competent jurisdiction and damages awarded against restrictive covenants, or any one or more of them shall not affect the lien or a mortgage now of record or which hereafter may be placed of record upon said lots.

25. INVALIDATION

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

CERTIFICATION

The undersigned President of the Forest Trails Unit One Home Owners Association certifies that the foregoing has been approved by the Members in accordance with the applicable amendment requirements set forth in the *First Amended and Restated Declaration*.

Dated this 15 day of September, 2020

Forest Trails-Overgaard Homeowners Association, Inc. - Unit One
an Arizona nonprofit corporation

By: Deborah Rudd
Its: President

STATE OF ARIZONA)
)
County of Navajo) ss.

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this 15 day of September, 2020, by Deborah Rudd, the President of Forest Trails-Overgaard Homeowners Association, Inc. - Unit One, an Arizona nonprofit corporation, for an on behalf of the corporation.

Leigh Ann Roepke
Notary Public

My Commission Expires: 12.17.2022

