

When recorded, return to:
Creekside Partners LLC
PO Box 2949
Show Low, Arizona 85901

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
Creekside at Eagle Mountain

Navajo County, Arizona

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Creekside Partners LLC, an Arizona Limited Liability Company, is the owner of the following described subdivided real property ("Property") situated within the County of Navajo, State of Arizona:

Lots 1-53 inclusive, together with Tracts A, B, C, D and E, Creekside at Eagle Mountain, according to the plat of record in the office of the County Recorder of Navajo County, Arizona in Instrument #2020-04422, which plat fully supersedes and replaces the plat recorded in the office of the County Recorder of Navajo County in Book 28 of Maps, page 20-23. Tracts D and F are specifically excluded from this Declaration.

WHEREAS, This Declaration of Covenants, Conditions, and Restrictions revokes, replaces, and supersedes in its entirety the prior Declaration of Covenants, Conditions, Restrictions, and Easements for Eagle Mountain Estates Phase II, Units 1-116 inclusive "Creekside at Eagle Mountain" recorded in Document No: 2007-26194, Navajo County, Arizona.

WHEREAS, Creekside Partners LLC will convey the said Property, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth:

NOW THEREFORE, Creekside Partners LLC (referred to herein as "Declarant"), hereby declares that all of the Property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property, and all of which are hereby declared to be for the benefit of all of the Property described herein and owners thereof, their heirs, successors, grantees and assigns.

1. PURPOSE OF THESE COVENANTS, CONDITIONS & RESTRICTIONS

The purpose of these Covenants, Conditions and Restrictions is to assure the use of the Property for attractive use (as set forth herein) and securing to each Lot owner the full benefit and enjoyment of his or her Property in furtherance of a common plan.

2. DEFINITIONS

As used herein, the following terms have the following meanings:

A. The "Architectural Review Committee" means the committee provided for in Part 6 of This Declaration.

- B. "Association" means Creekside at Eagle Mountain Property Owners Association, Inc. as referred to in Part 3 of This Declaration.
- C. "Bona Fide First Mortgage" or "First Mortgage" means any Realty Mortgage or Deed of Trust made in good faith and for value and properly executed and recorded so as to create a lien on any Lot or Lots that is prior to the lien of any other Realty Mortgage or Deed of Trust.
- D. "Building Envelopes" means the portion of a Lot remaining after deduction of all setbacks and easements.
- E. "Common Area" shall mean Tracts A, B, C, D and E which shall include, but not limited to; roads, signage, open space, pedestrian ingress/egress, and trails, landscaping, and entry fountains, drainage areas, recreational facilities, and utility easements within said Tracts.
- F. "Construction Deposit" shall mean a deposit required from an Owner prior to commencement of construction as described in Part 6. The Construction Deposit is initially set at \$5,000 for a Lot and may be changed from time to time by the Board of Directors of the Association.
- G. "Declarant" means Creekside Partners LLC, an Arizona Limited Liability Company, or its designated in writing successor.
- H. "This Declaration" or "CC&Rs" means this Declaration of Covenants, Conditions and Restriction.
- I. "Design Guidelines and Construction Agreement" or "Construction Agreement" shall mean the document to be prepared, and amended from time to time, by the Board of Directors of the Association and complied with by all Owners before any improvements of any kind are completed on a Lot.
- J. "Lot" or "Lots" means the lots in the subdivision either individually or collectively, as the case may be.
- K. "Manufactured" or "Modular Home" means a residence preconstructed in various sections off-site and assembled and installed upon a permanent foundation for human occupancy as a residence.
- L. "Mobile Home" means a moveable or portable unit for residential purposes constructed to be towed on its own chassis and designed to be installed with or without a permanent foundation for human occupancy as a residence.
- M. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of fee or equitable or beneficial title to any lot. Owner shall include the purchaser of a Lot under an executory contract for purchase. The foregoing definition does not include persons or entities that hold an interest in any Lot as security for the performance of an obligation.
- N. The "Plat" means the subdivision replat of record for Creekside at Eagle Mountain, a subdivision of Navajo County, Arizona.
- O. "Property" means the real property referred to herein, which is inclusive of all Lots included within This Declaration or any part thereof.
- P. "Roadways" shall mean the roads within Creekside at Eagle Mountain shown on the Plat as such, which are owned by the Association together with all of the physical improvements

constructed therein. The Roadways are for the common use and benefit of all Owners and are not dedicated to public use. Roadways are part of the Common Area.

Q. "Setbacks" are the nonbuilding area within a Lot as shown on the Plat. They are 8' on non-street sides, 20' on street sides and 8' on the back except for those Lots with rear yard setbacks that abut 43rd Avenue and SR260 shall be 20'.

3. PROPERTY OWNERS ASSOCIATION

A. There is hereby created the Creekside at Eagle Mountain Property Owners Association. The purpose of the Association is to maintain the Common Area, including entryway, landscaping, roadways, trails and all other improvements located within the Common Area. The Association shall appoint the Architectural Review Committee in accordance with the provisions of Part 6 of This Declaration.

B. Each and every Lot Owner, in accepting a deed or contract for any Lot, whether or not it shall be so expressed in such deed or contract, agrees to be bound by such reasonable rules and regulations and community policies, as may from time to time be established by the Association, and further each and every Lot Owner in accepting a deed or contract for any Lot, automatically becomes a member of the Association. Membership shall be appurtenant and may not be separated from ownership of the Lot. The Association shall be operated and conducted on a strictly cooperative and non-profit basis. Each Owner is a member of the Association with voting rights as set forth in This Declaration. Each Owner of a Lot shall be personally responsible for his or her share of Assessments imposed by the Association, which if not paid when due, shall also constitute a lien on the Lot, whose Owner(s) have failed to comply with the respective obligations under This Declaration. Upon a sale or change of address by an Owner, the Owner shall promptly advise the Association of the name of the new owner and address or any change of address of the existing Owner in order to avoid a continuing responsibility for the assessments and/or late charges in conjunction therewith. A transfer fee shall be paid to the Association upon a sale and/or change of ownership. The fee shall initially be set at \$100 and may be changed at the discretion of the Board of Directors of the Association.

C. The Association shall provide such necessary and appropriate action for the maintenance, repair, replacement and management of the Common Area. The Association shall maintain a policy of liability insurance covering all common areas and roads. The Association shall at its discretion maintain a directors policy of liability of insurance covering the Board of Directors.

D. The Association shall have the power to borrow and encumber its assets and, in all respects, shall have the powers necessary to carry out its purposes, and including those powers set forth in its Articles of Incorporation and Bylaws, and the corporate laws of the State of Arizona.

E. The Association shall have the power to enter into contracts with third parties to perform any or all its duties. Provided, if such third party is a related entity to the Declarant or any other Owner, any such contract shall be at competitive rates.

F. The Association shall have the power to dedicate the Common Area, or any portions thereof, to the City of Show Low, or to another municipally formed entity or to a duly formed utility company, upon such terms and conditions as the Association deems desirable, and in conjunction therewith, the Association shall have the power and authority to adjust or terminate assessments accordingly.

G. The Association shall have a limited right of entry in and upon any Lot for purposes of taking whatever corrective action may be deemed necessary or proper by the Association acting within the scope of its purpose and in enforcement of This Declaration. If such action would require, in the opinion of the Association, the entry upon a Lot, including but not limited for purposes of removing

trees which may contain bark beetles or other tree destroying pests, reasonable request for such entry shall be made and such entry shall be at times reasonably convenient to the Owner whose improvements are to be entered. The Association shall be entitled to recover its costs incurred for using tree removal costs, plus interest at the rate of 10% per annum thereon and such costs and interest shall be deemed to be an assessment to such Owner and enforceable by the Association as if any other unpaid assessment. In the event of an emergency, the Association shall have the right to enter without such prior notice. In the event of bark beetles or other tree destroying pests, 10 days prior notice in any form shall be sufficient. Nothing herein shall be deemed to create an obligation upon the Association to perform any repairs, removals, servicing or alterations within the confines of any Lot or improvement thereon or the access serving any Lot.

H. If the Association determines that any portion of the Common Area is in need of maintenance or restoration due to an act or omission of an Owner, then the Association shall give written notice to the Owner of the conditions complained of. The Owner shall submit corrective plans proposing its remedy to the condition complained of within 15 days after notice from the Association. The proposed remedy must be acceptable to the Association and set forth an acceptable time limit for completion of the corrective work. If such work is not completed according to the approved plans, within the allotted time, the Association shall undertake to remedy such condition or violation complained of. The cost thereof shall be deemed to be an Assessment to such Owner and enforceable by the Association as if any other unpaid Assessment. The Association shall have the sole right to determine whether any such costs expended by the Association are related to general maintenance or maintenance or restoration necessitated by an Owner, the determination of same shall be binding and final as to the Owner.

I. The Association shall have the right to levy fines for violation of the Declaration, or the community policies, which shall be deemed to be an assessment to such Owner as if any other unpaid assessment.

4. COVENANTS FOR ASSESSMENTS

A. Each Owner of a Lot, by acceptance of a deed or contract therefore, whether or not it shall be so expressed in such deed or contract, is deemed to covenant and agrees to pay: (i) Regular Assessments and charges, (ii) Special Assessments for capital improvements and extraordinary repairs or maintenance. The Regular and Special Assessments, late payment penalties and charges, if any, together with interest, costs and reasonable attorneys' fees, shall be a lien on the lot. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner at the time when the assessment was levied. The personal obligation for delinquent Assessments shall not pass to its successors in title unless expressly assumed by such successors; however, the obligation to pay same shall be a lien on the Lot, excepting for the provisions of Paragraph I of this Part 4.

B. The Association shall, on an annual basis, make a determination as to the estimated costs of the repair, maintenance, and restoration of the Common Area, including any reserves necessary for future capital expenditures and extra ordinary maintenance.

C. Assessments, whether Regular or Special, shall be charged to each Owner on a uniform per Lot basis, with each Lot paying a proportionate share. A Lot is deemed improved with a residence when a Certificate of Occupancy or equivalent certificate allowing use of the residence has been issued. The applicable rate of assessment shall be prorated to the date of the Certificate of Occupancy. The initial Regular Assessment for a Lot improved with a residence shall be \$700 per year, and for a Lot not improved with a residence \$200 per year. The Declarant shall be responsible for the same assessments on each Lot owned by it commencing the month following completion of all lot infrastructure in each of the three phases shown on the Plat.

D. Regular assessments shall be set by the Association through its Board of Directors on a calendar year basis. The Association shall fix the amount of the Regular Assessment against each Lot at least 30 days in advance of each Regular Assessment period. Written notice of the Assessment shall be sent to every Owner subject thereto. The assessments may be collected on a quarterly or annual basis as determined by the Association.

E. The Regular Assessments shall commence as to all non-Declarant owned (see C above) Lots on the first day of the month following the date of the recordation of the first conveyance to an Owner. The first Regular Assessment shall be adjusted according to the number of months remaining in the calendar year whether a fiscal or calendar year.

F. In addition to the Regular Assessments set forth in This Declaration, the Association through its Board of Directors may set special Assessments if the Association determines by a sixty (60%) membership vote that such is necessary to meet the primary purposes of the Association.

G. Failure to pay any Assessment within 30 days of a due shall subject the Owner to the payment of a late fee of 10% of the Assessment amount plus 10% percent interest per annum until the Assessment is paid.

H. All sums assessed by the Association chargeable to any Lot but unpaid shall constitute a lien on such Lot prior to all other liens excepting only ad valorem tax liens in favor of a governmental assessing unit or special assessment district. Such lien may be foreclosed by the Association, acting on behalf of its membership, in a like manner as a foreclosure of a real property mortgage or deed of trust. During any such period of foreclosure, the Lot Owner shall be required to pay the assessment charged for the Lot, and the Association shall be entitled to the appointment of a receiver to collect the same. The Association, acting on behalf of its membership, shall have power to bid on the Lots at foreclosure sale, bring action for a deficiency, and to acquire and hold, lease, mortgage and convey same. A suit to recover a money judgment for unpaid assessments and charges shall be maintainable by the Association without foreclosing or waiving the lien securing the same. The Association may elect to record the lien against a Lot at its discretion. The Association shall be entitled to reimbursement for all costs and attorneys' fees incurred in the collection amounts due or the enforcement of the terms of This Declaration.

I. Where a First Mortgagee of record or other purchaser of a Lot obtains title to the Lot as a result of foreclosure, whether voluntary or involuntary, such acquirer of title, its successors and assigns, shall not be liable for the share of the expenses of the common expenses or assessments by the Association chargeable to such Lot which became due prior to the acquisition of title to such Lot by such acquirer. As used in This Declaration, the term "mortgage" shall include "deed of trust" and "mortgagee" shall include the "Beneficiary" under a deed of trust and "vendor" under an agreement for sale. Such acquirer shall be responsible, as any Owner, for assessments charged subsequent to the acquisition.

5. VOTING RIGHTS AND REGULATIONS

A. The total number of votes in the Association shall be on the basis of one vote per Lot, provided, the Declarant shall have three votes for each Lot it owns. Unless otherwise specifically provided herein, all Association matters shall be determined by a majority vote. If more than one party is the Owner of a Lot, there must be unanimous agreement among those who own an interest in the Lot as to how to cast that Lot's vote, otherwise, that vote shall not be counted. Voting may take place at a meeting of the Owners, by mail or in such other manner as determined by the Association.

B. The Association shall have the power to adopt Bylaws and to appoint its officers and directors, as well as promulgate reasonable rules, community regulations and guidelines relating to the matters within its purpose.

6. ARCHITECTURAL REVIEW COMMITTEE

A. There shall be an Architectural Review Committee consisting of three (3) persons. The members of the Architectural Review Committee shall be appointed by the Board of Directors of the Association to serve at the will of the Board of Directors.

B. No improvements of any kind, including but not limited to clearing of trees, excavation, grading, construction of structures, walls, fences, recreation facilities, or mailboxes, shall be initiated, erected, constructed, placed, rebuilt, altered, maintained or permitted on any Lot without the prior written approval of the Architectural Review Committee in accordance with the procedure herein provided. In granting approval, the Architectural Review Committee may impose such conditions and stipulations as it may deem appropriate including, without limitation, setbacks, requirements concerning duration of construction activities, burial and camouflage of utility lines, restoration of adjacent streets, placement of curb cuts, culvert, location of utility connections, restoration of terrain, restrictions against interference with drainage, provisions for the retention of drainage and the like. No changes or deviations in or from the plans as approved shall be made without the prior written approval of the Architectural Review Committee. All decisions of the Architectural Review Committee shall be final and no Owner or any other party shall have any recourse or remedy against the Architectural Review Committee.

C. The Architectural Review Committee, with the approval of the Board of Directors of the Association, shall create and from time to time amend a document to be called the Design Guidelines and Construction Agreement which are to be complied by all Lot Owners. The Board of Directors of the Association may levy fines of up to \$5,000 for violations of the Construction Agreement and withhold the fines from the Construction Deposit referred to in Paragraph K of this Part or elect to collect them directly from the owner. Unpaid fines shall be a lien upon the Lot.

D. All applicants shall submit a complete Construction Agreement together with the then current review fee and two sets of plans as the first step of the approval process. The plans shall include, without limitation, the following information: Lot number, configuration of buildings and roof lines; building square footage and setbacks; driveways and parking layout; topography; utility connections; building elevations showing materials, colors, textures, shapes and finishes for all exterior aspects; location and configuration of all structures, walks, driveways, fences and exterior illumination; the landscaping plan, including elevation changes, sprinkler systems, vegetation and ground cover; and all other items required in the Construction Agreement.

E. Two sets of plans shall be submitted to the Architectural Review Committee. One set will be returned to the Owner with comments and the other set will be retained by the Architectural Review Committee for permanent reference. Any additions or alterations to any portion of approved plans shall be subject to correction at any time they are observed. In order to defray its expenses, the Architectural Review Committee shall require a plan review fee, initially set at \$500 and an inspection fee, initially set at \$300, which may be adjusted by the Board of Directors of the Association at their discretion. The Architectural Review Committee shall have the right to hire agents to review any plans and specifications submitted. All plans must comply with municipal authority requirements at extra expense to Lot owner.

F. Approval of plans shall be based upon adequacy of site dimensions, conformity and harmony of exterior design and location with neighboring structures and sites, relation of finished grades and elevations to neighboring sites and conformity to the specific and general provisions and intent of This Declaration. The Architectural Review Committee shall have the right to take into consideration,

without limitation, the color, texture and materials, the inherent aspects of the Lot, the harmony thereof with the surroundings, and the impact upon the Property as a whole.

G. Without obligation to approve or disapprove prior or subsequent modifications, whether similar or dissimilar, the Architectural Review committee may permit such variances or exceptions to the requirements of This Declaration with respect to a proposed improvements as the Architectural Review Committee deems appropriate in its sole discretion. The granting or denial of a variance shall not constitute a precedent for the granting or denial of any prior or subsequent variance.

H. The Architectural Review Committee may reject plans as not sufficiently complete or otherwise inadequate, either in whole or in part, may reject plans as partially or completely unacceptable, may approve plans conditionally or unconditionally, may approve a portion of the plans and reject the balance and may otherwise proceed with respect to the consideration of plans in such manner as the Architectural Review Committee may determine in its sole discretion.

I. In developing the Property, constructing improvements, causing houses to be constructed, and marketing Lots, the Developer shall not be required to obtain any approval by the Architectural Review Committee, including any construction deposits. All improvements which are constructed or installed by, or on order of the Developer shall be deemed approved.

J. The members of the Architectural Review Committee shall not incur liability by virtue of their good faith acts or omissions, and members shall only be responsible for willful misconduct and bad faith acts or omissions.

K. An application will not be deemed complete and will not be acted upon by the Architectural Review Committee unless it includes a fully completed Construction Agreement, two sets of plans, a check for the review fee and inspection fee, material samples and all other items required in this Part 6 and the Construction Agreement. Final approval of the application will not be made until the Architectural Review Committee has received the Construction Deposit, as set by the Board of Directors Association. The deposit shall be maintained and used by the Association until the completion of the construction so approved, for the purpose of assuring compliance with the CC&Rs and the Design Guidelines and Construction Agreement as well as other matters as set forth in rules as from to time to time approved by the Board, as deemed by the Board to be appropriate for the preservation and well-being of the Property. This deposit, to the extent not used to repair damage caused by the construction, or forfeited due to non-compliance with the Construction Agreement, shall be returned to the Owner within 60 days of notice of the issuance of the Certificate of Occupancy and full compliance with the terms of the Construction Agreement. The Owner shall not be entitled to any interest on the deposit.

7. GENERAL RESTRICTIONS APPLICABLE TO ALL LOTS

A. Land Use. No building other than one single family residence with attached private garage and other outbuildings as approved by the Architectural Review Committee, and as are in compliance with applicable zoning regulations and this Declaration, shall be erected, maintained, placed or permitted on any Lot. No improvements may be commenced without the appropriate building permits having been first obtained.

No manufacturing or commercial enterprise of any kind shall be maintained on any Lot. All Lots and dwelling units shall be used, improved and devoted exclusively to residential use by a single family. No trade or business may be conducted on any Lot, except that an Owner may conduct a business activity in a dwelling unit so long as:

- (a) the existence or operation of the business activity is not apparent, detectable by sight, sound or smell from outside the dwelling unit;

- (b) the business activity conforms to all applicable zoning ordinances or requirements;
- (c) the business activity does not involve the door-to-door solicitation of Owners or other occupants in the project;
- (d) the use of the dwelling unit for trade or business shall in no way destroy or be incompatible with the residential character of the dwelling unit or the surrounding neighborhood;
- (e) the trade or business shall be conducted only inside the dwelling unit, and shall not involve the viewing, purchase or taking delivery of goods or merchandise;
- (f) the trade or business shall be conducted only by the Owner;
- (g) no more than twenty percent (20%) of the total floor area of the dwelling unit shall be used for trade or business;
- (h) the dwelling unit used for trade or business shall not be used as a storage facility for a business conducted elsewhere;
- (i) the volume of vehicular or pedestrian traffic or parking generated by such trade or business shall not be in excess of what is customary for a single family residence;
- (j) the trade or business shall not utilize flammable liquids or hazardous materials in quantities not customary to a residential use; and
- (k) the trade or business shall not utilize large vehicles not customary to a residential use and shall not park or store commercial vehicles.
- (l) There shall be no signage identifying the business.

The terms "business" and "trade" shall be construed to have ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration regardless of whether: (i) such activity is engaged in full or part time; (ii) such activity is intended to or does generate a profit; (iii) a license is required for such activity.

B. Leases. Leases for a period of one month or more are permitted. No rentals for shorter periods are permitted. No residence may be used as a bed and breakfast. No rentals of a portion of a dwelling unit is permitted.

C. Lot Splits. A single Lot may not be split for the purpose of dividing it into two smaller Lots. However, a Lot may be split by adjacent Owners and combined with their Lots to create two larger Lots provided that all then current City and County approvals are obtained and the necessary documents are recorded with the County to (a) reflect the Lot split, consolidation and creation of the new larger parcels, (b) cause the assessor to issue new parcel numbers for the consolidated Lots. In addition, an Owner of two contiguous Lots can elect to consolidate the Lots into a single parcel and build across both Lots. Once a new consolidated Lot (or Lots) has (have) been properly and formally created, replacing the former Lot(s), Association fees will no longer be charged on the former Lot(s).

D. Completion Time and Construction Hours. Construction of a residence or other improvement shall be finished and completed no later than 9 months after the issuance of a building permit by the appropriate regulatory body. Hours during which construction can take place are limited to 7am to 5pm Monday to Saturday and no construction may take place on Sunday. The Association Board shall have the authority to amend these construction hours and days.

E. Minimum Sizes and Materials. All single family residential structures shall be constructed on site from new material as approved by the Architectural Review Committee. All exterior surfaces shall be non-reflective and of materials as allowed by the Architectural Review Committee. Any residential structure shall contain a minimum of 1,300 square feet of living area exclusive of carport, garage, open porches and patios. Any residential structure must include a minimum of a one car garage.

F. Location and heights. No structure shall be erected or placed on any Lot other than within the Building Envelope. Heights shall not exceed 28 feet from natural grade to peak of roof on all sides without the approval of the Architectural Review Committee.

G. Driveways. Each Owner shall construct a driveway of materials approved by the Architectural Review Committee. Each Owner shall have the duty to properly maintain and restore the driveway which serves his or her Property.

H. Mobile/Modular/Manufactured Homes. No Mobile, Modular or Manufactured Homes shall be permitted to be placed on any Lot permanently, or temporarily.

I. Temporary Structures. No structure of a temporary character, motor home, recreational vehicle or travel trailer, regardless of its nature or form, shall be used as a residence at any time.

J. Common Area. The Association shall have the exclusive right and responsibility to maintain the Common Area and any damage to the Common Area caused by the Owner, his or her agent, or his or her invitee shall be the responsibility of the Owner. The Board of Directors of the Association shall have the right to adopt rules regulating the use of the Common Areas.

K. Lot Maintenance. All utility routing to serve improvements shall be subject to prior approval by the Architectural Review Committee. Each Lot Owner shall be responsible for maintenance of his or her entire Lot, including all areas outside the Building Envelope. The owner shall not remove any additional trees or vegetation or alter the drainage without the prior approval of the Architectural Review Committee.

L. Signs. No signs or billboards may be installed or placed on any Lot, except those used in the sale of Lots in the Subdivision by Declarant, or those permitted by the applicable sign ordinances for the sale or rental of property (not to exceed 18" x 24") by the Owner or his or her agent. This restriction includes signs of contractors and other vendors. The Board of Directors of the Association may adopt uniform sign standards which control purpose, size, materials and colors of signs. No signs of any type may be nailed on trees.

M. Landscape and Grading. There shall be no grading or other movement of earth or landscaping within any Lot except as approved by the Architectural Review Committee. All plants and trees are subject to approval by the Architectural Review Committee.

N. Livestock, Poultry and Domestic Animals. No animals other than normal domestic animals shall be allowed on any Lot. All domestic animals shall be confined within a fenced area and shall not be allowed to run loose or to create noise or other nuisances. The number of animals on any Lot shall not exceed 3. Lot Owners shall be responsible for keeping pets on a leash when not contained within approved animal enclosures.

O. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish or hazardous or toxic waste or materials. Trash, garbage, or other waste shall not be kept except in sanitary containers. Containers stored outdoors must be within an approved enclosure. No such container shall be allowed to be left out after collection. No outdoor burning of rubbish shall be permitted on any Lot. The term "rubbish" shall include leaves and plant trimmings.

P. Protective Screening. All equipment, air conditioning systems, service yards, wood piles and storage areas shall be kept screened by adequate fencing so as to conceal them from view of neighboring Lots or Roadways. All fencing material must match the house siding. No clotheslines shall be permitted on a Lot. All screening is subject to approval by the Architectural Review Committee.

Q. Windows and Window Coverings. There shall be no reflective window glass allowed. Window coverings which can be seen by any neighbors or from the street are subject to the approval by the Architectural Review Committee.

R. Parking, Storage and Repairs. No on street parking is permitted. Vehicles, boats, boat trailers, camping trailers, campers, travel trailers, or any other recreational vehicles, sporting or camping equipment shall not be stored on any Lot, unless contained within an enclosed garage, nor on any driveway or road. No repairs, rebuilding or maintenance work shall be performed on any motor vehicle, travel trailer, boat, boat trailer, camper, or other piece of equipment except within the confines of a garage. None of the above shall be allowed to be abandoned on any Lot. Only temporary vehicle parking by Owners of the Lots, and their invitees, shall be allowed on the driveways. All of the above is to be in accordance with Association Community Policies.

S. Use of Roads. Only licensed vehicles may use any of the Roadways. No unlicensed all-terrain vehicle or similar type of vehicle or unlicensed vehicle shall be used on any Roadway.

T. Use of Trails. The trails are for pedestrian use only with no motorized vehicles allowed.

U. Utility Connection. All utility lines and connections within a Lot shall be underground.

V. Mining, Oil and Gas. There shall be no mining, mineral, oil or gas exploration or production on any Lot.

W. Clearing. No brush, tree removal or grading of any Lot shall be allowed except in conjunction with the installation of an improvement upon the Lot as approved by the Architectural Review Committee.

X. Walls and Fences. All walls and fences shall be deemed an improvement and subject to Architectural Review Committee approval. No walls or fences shall be allowed beyond the boundaries of the Building Envelope unless approved by the Architecture Review Committee. Each owner shall be responsible for the maintenance and repair of the wall, to be constructed by the Declarant along 43rd Avenue (affects Lots 19-27), which is on his or her Lot.

Y. Antennas and Satellite Dishes. No antenna or satellite dish shall be installed in a manner that will disturb the surrounding neighbors and/or the Property. The placement of any antenna or satellite dish must have Architectural Review Committee approval before it is placed on the Lot. The architectural Review Committee, in compliance with legal requirements, shall have the final decision on a dispute regarding a Lot Owner's antenna or satellite dish and what effect it has on the surrounding neighbors or the overall Property.

Z. Nuisances. No Lot Owner shall place or maintain any animate or inanimate object upon any Lot so as to create a nuisance to the Owners of the neighboring Lots. No vehicles or motors of any type without mufflers shall be allowed. No firearms may be discharged in any area of the Property. All exterior lighting shall be shielded so as to be contained on the Lot to be lighted and so not to be offensive to the Owner of any other Lot. All such lighting shall be subject to Architectural Review Committee approval.

AA. Fire Prevention. There shall be no open fires or outdoor fire pits. All chimneys shall be equipped with spark arresters. Barbeques may be located outdoors provided they are placed in a location free from fire danger with water service for fire protection located nearby. The Owner shall be responsible for maintaining the Lot and keeping it clear of deadfall, grass, brush or other debris that might create a fire hazard.

BB. Government Agency Requirements. The above provisions of this Part 7 are in addition to City of Show Low and other governmental requirements, and all Owners shall be obligated to comply with both this Declaration and the City of Show Low and other governmental requirements and the more restrictive shall prevail.

8. UTILITY MAINTENANCE BY OWNERS

Each Owner shall be responsible to maintain, repair, replace and restore, at Owners expense, any utilities located within the boundaries of an Owner's Lot and its access, providing these utilities are specific for that Lot. Utilities located on a Lot that are general infrastructure and not specific to that Lot will be the responsibility of that particular utility company, or an adjacent property owner to whom this utility benefits. Upon completion of this utility related activity, the responsible party will be required to bring the site back to its natural state, including revegetation as determined by the Association. The Lot Owner shall have the right to effect repairs beyond the Lot with the consent of the Association. The reasonable costs of such repair shall be the responsibility of the Lot Owner.

9. GENERAL PROVISIONS

A. Enforcement. The covenants, conditions, and restrictions contained in This Declaration shall run with the land and shall be binding upon all persons owning, leasing, subleasing or occupying any Lot after the date on which this instrument shall have been recorded in the office of the Recorder of Navajo County, State of Arizona. This Declaration may be enforced by the Declarant, by any Owner of any Lot, by the holder of a Bona Fide First Mortgage (Deed of Trust) on any Lot, by the Association, or any one or more of said persons acting jointly; provided, however, that any breach by reason thereof shall not defeat or adversely affect the lien of a Bona Fide First Mortgage upon any Lot, but each and all said covenants, conditions and restrictions shall be binding upon and effective against any Owner, lessee or occupant of said Lot whose title thereto is acquired by foreclosure, or otherwise, and provided also that the breach of any said covenants, conditions and restrictions may be enjoined, abated or remedied by appropriate proceedings, notwithstanding the lien or existence of any Bona Fide First Mortgage. All instruments of conveyance or assignment of any interest in all or any part of the Property may refer to this instrument and shall be subject to the covenants, conditions, and restrictions herein contained as fully as though this instrument were therein set forth in full; provided, however, that the terms and conditions of this instrument shall be binding upon all persons affected by its terms, whether express reference is made to this instrument or not.

B. Declarant's Exemption. Nothing herein shall be construed as prohibiting Declarant from maintaining a sales or development office on any Lot of engaging in activities which Declarant deems appropriate to its development of the Property or its sales program including signage and building activity.

C. Invalidity and Waiver. Invalidation of any of these CCR's by judgment, court order, or otherwise shall in no way affect the validity of any of the other provisions of This Declaration, all of which shall remain in full force and effect. Failure to enforce shall not constitute a waiver of future enforcement.

D. Amendments. This Declaration may be amended at any time and from time-to-time during the period ending fifteen (15) years immediately following the date of the recording of This Declaration only by instrument executed by the Owners of at least sixty percent (60%) of the Lots, but no such amendment shall be effective without the approval of Declarant for a period of four years following the date of recordation of this instrument. Further, any such amendment shall not be effective until the recording of such instrument in the office of the Navajo County Recorder. Thereafter, This Declaration may be amended at any time and from time-to-time by instrument executed by the Owners of at least fifty percent (50%) of the Lots, included or incorporated within This Declaration, and such amendment shall not be effective until the recording of such instrument.

E. Term. The covenants, conditions and restrictions of This Declaration, as the same may hereafter be amended in accordance with the terms of paragraph D. above, shall remain in full force and effect for a term of twenty (20) years from and after the date of recording of This Declaration, from which time they shall be automatically renewed and extended for successive periods of ten (10) years each, unless terminated as the end of such initial twenty (20) years or any successive ten (10) years within the six (6) month period immediately preceding the expiration of such initial period, or any renewal period, by an instrument of termination executed and acknowledged by the Owners of at least two-thirds (2/3) of the Lots, included or incorporated within This Declaration, and recorded in the Office of the Navajo County Recorder.

F. Notices. Any required notice may be delivered to the Owner by US Mail at the last address on the Association records or by email.

IN WITNESS WHEREOF, Creekside Partners LLC, an Arizona Limited Liability Company, has executed This Declaration of Covenants, Conditions and Restrictions by the undersigned this 23rd day of MARCH, 2020.

Creekside Partners LLC
An Arizona Limited Liability Company

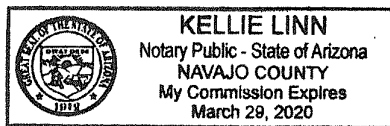
By CR Consultants LLC,
Its manager

By [Signature]
Cory Frampton, Member

STATE OF ARIZONA)
) ss.
County of Navajo)

This instrument was acknowledged before me this 23rd day of MARCH, 2020, by Cory Frampton, Member of CR Consultants LLC, the manager of Creekside Partners LLC

[Signature]
Notary Public



My Commission Expires: