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Patsy Jenney-Colon, Recorder  
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MUSGROVE DRUTZ & KACK  
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Prescott, Arizona 86302

CAPTION HEADING: AMENDMENT TO AND COMPLETE RESTATEMENT OF  
DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR ESCAPEES AT NORTH RANCH  
SUBDIVISION

(This Form For Recorder's Use Only)

**AMENDMENT TO AND COMPLETE RESTATEMENT  
OF DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
ESCAPEES AT NORTH RANCH SUBDIVISION**

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This Amendment And Complete Restatement Of Declaration Of Covenants, Conditions And Restrictions For Escapees At North Ranch Subdivision ( "Amended Declaration" ) is made pursuant to the powers and authority granted in Article V Section 1. of the **Declaration Of Covenants, Conditions And Restrictions For Escapees At North Ranch Subdivision** ("Declaration" ) recorded December 19, 1996 in Book 3330 at pages 586 - 597 in the Office of the Recorder of Yavapai County, Arizona. It is the intent of the Declarant, fee title owner of all real property comprising the subdivision known as Escapees At North Ranch, by this instrument, to amend the Declaration and to restate the Declaration, as amended, in full. Accordingly, pursuant to the power and authority granted to Declarant in Article V Section 1. of the Declaration, Declarant herewith amends the Declaration by substituting in place thereof this Amended Declaration.

**AMENDED DECLARATION**

**RECITALS**

- A. Declarant is the fee owner of that real property located in Yavapai County, Arizona described as: Lots 1 through 436 and Tracts A through L, Escapees At North Ranch as recorded and platted in the office of the Yavapai County Recorder in Book 34 of Maps at Pages 10 through 12 ( the "Property").
- B. Declarant has developed the Property in accordance with a general scheme of development into residential lots, common use and recreation areas and utility services areas known as " Escapees At North Ranch Subdivision ( the " Subdivision " ).
- C. Declarant desires to establish covenants conditions and restrictions upon the Property, and each and every portion thereof, which will constitute a general scheme for the management, administration and maintenance of the Subdivision and for the use, occupancy and enjoyment thereof, all for the purposes of enhancing and protecting the value, desirability, attractiveness and quality of life of and in the Subdivision.
- D. As a means of managing and administering the provisions of this Amended Declaration, Declarant has formed the Advisory Committee and created ESCAPEES AT NORTH RANCH COMMON AREA MAINTENANCE ASSOCIATION, INC., an Arizona corporation, which have the power and authority to enforce the provisions of this Amended Declaration in the manner hereinafter set forth.

## **DECLARATION OF INTENT**

NOW, THEREFORE, Declarant, as owner of the Property and for the purposes above set forth, declares that the Property shall hereafter be held, transferred, sold, conveyed, leased, hypothecated, occupied and used subject to the Restrictions set forth in this Amended Declaration, each and all of which shall run with the land and be binding upon the Property and all parties having or acquiring any right, title or interest in or to the Property, or any part thereof. These provisions are imposed upon the Declarant ( except to the extent specifically limited or exempted in application to Declarant ), the Owners, the Advisory Committee and the Association and are for the benefit of all Parcels, Lots and Tracts and shall bind the Owners and the Association. These provisions shall be a burden upon and a benefit to not only the original Owner of each Parcel and the Association but also to their successors and assigns. All Restrictions are intended to be, and are hereby declared to be covenants running with the land as well as equitable servitudes upon the land.

## **ARTICLE I** **DEFINITIONS**

Whenever used in the Declaration, the following terms shall have the following meanings:

1. "Advisory Committee" shall mean a committee comprised of not more than fifteen (15) Owners of a Lot in the Subdivision which will act as a liaison and consultant between Declarant and the Lot Owners which said Advisory Committee shall have the authority and duty to promulgate and enforce rules and regulations regarding the use an occupancy of the Lot(s) (1 through 436) located in the Subdivision.
2. "Assessment" refers to any obligation of a Lot Owner to pay money as required by this Declaration or by the Restrictive Documents and includes both Annual Assessments and Special Assessments.
3. "Association" refers to Escapees At North Ranch Common Area Maintenance Association, Inc., an Arizona corporation, its successors and assigns acting through its Board of Directors (the "Board").
4. "Common Area" refers to the property and improvements owned by the Association for the common use and enjoyment of the Owners as is defined in the Articles of Incorporation of the Association and as may be reflected on a plat filed from time-to-time in the Yavapai County Recorder's Office.
5. "Common Expense" refers to those items of expense as defined from time-to-time by the Board and as defined in the Restrictive Documents.
6. "Declarant" shall mean Rainbow Parks, Inc., a Texas Corporation, its successors and

assigns, if such successors and assigns hold title to all or any portion of the Subdivision.

7. "Declaration" or "CC&Rs" refers to this Amended Declaration of Covenants, Conditions and Restrictions applicable to the Properties as recorded in the Office of the Recorder for Yavapai County, Arizona.
8. "Effective Date" refers to the date of recording of this "Declaration" with the Yavapai County Recorder.
9. "Guests" shall mean any individual or entity not holding a record interest in a Lot, and is on a Lot in a separate RV or other residence.
10. "Large Lot" shall mean that Lot which has a minimum size of 10,148 square feet and a maximum size of 14,110 square feet.
11. "Lot" shall mean each parcel (Lots 1-436) shown on the recorded subdivision map of the Subdivision in Book 34 of Maps at Pages 10-12 and as may be changed from time to time.
12. "Lot Sitter" shall mean those individuals who have written permission from the Lot Owner to stay on the Lot during the absence of the Lot Owner.
13. "Member" shall mean every person or entity who holds an Escapees' Membership.
14. "Owner" shall mean each person and entity holding a record interest in a Lot, including the Declarant, irrespective of whether or not that person or entity holds an Escapees' Membership. The term "Owner" shall not include persons or entities who hold an interest in the Lot merely as security for the performance of an obligation or as a lien or encumbrance thereon. When more than one person holds an interest in any one Lot they all are Members. The vote for their Lot may be exercised as they determine but shall be cast by only one of them. In no event shall more than one vote be cast for each Lot, nor shall any vote be split. The Owner of a Lot does not own pipes, wires, conduits, roads, sewage connections, or other utility lines running through the Association parcel or through his Lot.
15. "Park" shall mean all property located within the Subdivision excepting, however, privately owned Lots, internal roads, drainage easements, and retention basins.
16. "Park Rules" shall mean those rules and regulations promulgated by the Declarant for the operation of the Park and the common good of all as set forth in the Restrictive Documents.

17. "Restrictions" refers to any duty, obligation or restriction imposed on a Lot or on an Owner by law, the Amended Declaration, in a Rule or regulation of the Association or in the Bylaws of the Association (collectively, the "Restrictive Documents").
18. "Rules and Regulations" refers to those items which are captioned "Rules and Regulations" promulgated by the Developer during the Development Period or by the Board as authorized by the Restrictive Documents.
19. "Small Lot" shall mean that Lot which has a maximum size of 3,575 square feet.
20. "Subdivision" shall mean Lots 1 through 436 as shown on the map or plat thereof on file in the office of the Yavapai County Recorder.
21. "Subdivision Interest" shall mean the ownership interest held by an "Owner" as defined above.

## ARTICLE II USE RESTRICTIONS

1. Residential Use. Lots or spaces shall be used for single family residential purposes only, provided, however, that for a period of five (5) years from and after the date of recordation of this Amended Declaration, or the date by which all Lots have been sold by Declarant, whichever occurs first, Lots owned by Declarant may be used by Declarant or its designees as models, sales office and construction offices for the purpose of developing, improving and selling Lots in the Subdivision. Nothing in this Declaration shall prevent an Owner from leasing or renting his Lot, provided, however, that any lease or rental thereof has been approved prior thereto by the Declarant, and said lessee or renter shall abide by and be subject to all provisions of this Declaration.
2. Commercial Use. No gainful occupation, profession, trade or other non-residential use shall be conducted on any Lot within the Subdivision that requires the visitation of clientele or agents, or the storage of products or machinery, or which creates an undue noise or odor. Absolutely no signs shall be allowed denoting a business at a Subdivision Lot. No activity shall be allowed that will be a nuisance or distraction from the general residential Subdivision scheme. This restriction does not apply or govern the property of Declarant described as Tracts A, B, C, D and E as reflected on the Map recorded in Book 34 of Maps, Pages 10-12.
3. Owner's Maintenance of Individual Lots. Each Owner shall be responsible for the maintenance and repair of all the improvements to his Lot, including any residential structure, parking facilities and landscaping thereon. Each Owner shall maintain the exterior paint or other finish on any improvement constructed on his Lot in good condition and repair.

4. Residences.

A. Small Lots. Small Lots are for the use of recreational vehicles and park models only. Only one (1) RV or park model shall be allowed on each small lot, unless prior waiver has been obtained from Declarant. All park models within this section shall not exceed 400 square feet in size including slide out and must be skirted. The patio slab size of 8' X 10' may be expanded at the Lot Owner's expense so long as expansion does not interfere with Yavapai County required parking areas or other county regulations. Small Lot Owners shall be entitled to a shed which shall be supplied by Declarant and, in addition thereto, shall be entitled to place at their own expense, a patio cover and/or recreational vehicle sun shelter on the Lot. All structures shall not cover more than One Thousand Seventy (1,070) square feet. Patio covers may be extended to provide vehicle shade provided the cover complies with all rules and regulations of the Subdivision and Yavapai County. The design for the recreational vehicle sun shelter and patio covers shall be selected from the design options offered by the Advisory Committee. The patio cover shall not have solid walls. The patio covers shall have a maximum height of twelve (12) feet and covers for patios and recreational vehicles must be approved by the Declarant. The Declarant shall promulgate reasonable rules and regulations setting forth the height and size limitation for said patio covers and recreational vehicle sun shelters. No other structures are permitted on this Lot. No additions, either permanent or temporary, may be made to the exterior of the shed on this Lot.

(i) Guest Stays. No guest stays are permitted on the Small Lots except for lot sitters.

(ii) Maintenance of boats, trailers and other vehicles. No more than two vehicles, including truck, van, detached camper shell, automobile, boat or utility trailer will be allowed at any one time on the Small Lots. For purposes of this Section, "vehicles" shall not include the Lot Owner's residential unit. No inoperable vehicle shall remain on a Lot for more than sixty (60) days unless a waiver of this provision has been obtained from Declarant, which waiver shall conform to Yavapai County Zoning Regulations.

B. Large Lots. There is no restriction on the type of structures to be built on these Lots. It is permissible for a park model, mobile home, a one bedroom house, recreational vehicle or combination of recreational vehicle and home (shelter recreational vehicle home) to be placed on these Large Lots. However, all park models and mobile homes must be skirted. Residences on Large Lots shall be restricted to single family, one bedroom dwellings, with a maximum height of one story. All two story structures are expressly prohibited within the Subdivision. Accessory buildings permitted by the Yavapai County Zoning Regulations cannot be over 18 feet in height. All structures within the Subdivision including, but not limited to, recreational vehicle shelters, garages, workshops, storage sheds, screened rooms, mobile homes, park models or houses shall not cover more than fifty percent (50%) of the building area which is the space within the set-back lines delineated on the plat map and in conformance with the Yavapai County Zoning Regulations.

(i) Maintenance of boats, trailers and other vehicles. No more than four vehicles,

including truck, van, bus, motor home, travel trailer, detached camper shell, automobile, boat or utility trailer will be allowed at any one time on the Large Lots. For purposes of this Section "vehicles" shall not include the residence of the Owner located on the Lot. No inoperable vehicle shall remain on a Lot for more than sixty (60) days unless a waiver of this provision has been obtained from Declarant, which waiver shall conform to Yavapai County Zoning Regulations. Any vehicle inside an enclosed building shall not be considered a "vehicle" for purposes of this provision.

(ii) Guest Stays. Guest stays on Large Lots are limited to a maximum of twenty-one (21) days per year. This limitation shall not apply to lot sitters.

C. All Lots.

(i) Animals. No animals, birds, fowl, poultry or livestock, other than a reasonable number of domestic dogs, cats, fish and birds in cages shall be maintained on any Lot and then only if they are kept therein solely as domestic pets and not for commercial purposes. No animals shall be allowed to become a nuisance. No Owner shall permit its dog or animal to create unsanitary conditions anywhere in the Subdivision. All animals must be on a leash when off of the Owner's Lot.

(ii) Antennae, towers and other such devices. No antennae, tower or other device for transmission or reception of television or radio signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors on any of the Lots unless such structures comply with the promulgated park rules.

(iii) Declarant Approval. No improvements, exterior painting, landscaping or decorative alterations, repairs, excavation or other work which may in any way alter the exterior appearance of the improvements located on Lots shall be commenced, erected, maintained, made or done without the prior written approval of the Declarant.

(iv) Offensive conduct; nuisances. No noxious or offensive activities shall be carried on, upon or within the Subdivision or any Lot contained therein, nor shall anything be done thereon which shall be or become an annoyance or a nuisance to the residents of the Subdivision, or residents of the Subdivision, or which shall in any way interfere with the quiet enjoyment of the Lot. Any noise, speed, or the revving of engines or speeding up and down the road shall constitute a violation of this covenant. The Declarant, in its sole discretion, shall have the right to determine the existence of any nuisance.

(v) Trash disposal. No garbage or trash shall be placed or kept on any Lot except in covered containers of a type, size and style which have been approved by Declarant. In no event shall such containers be maintained so as to be visible from the neighboring property except to make the same available for collection, and then only the shortest time reasonably necessary to effect such collection. Each Lot Owner shall be responsible for the removal of trash from the Lot and the disposal thereof at the nearest county facility designed for such purposes, or through a licensed

garbage pick up service.

(vi) Signs. No signs or billboards or other advertising shall be directed, placed or permitted to remain on any of the Lots unless written approval is first obtained, except such signs as may be used by the Declarant or its designees for the purpose of developing, selling and improving Lots within the Subdivision. In no event shall any such sign exceed 1.5 square feet in size. All signs must be "generic" in style.

(vii) Lot Division. No Lot in the Subdivision shall be further subdivided or separated into smaller Lots and no portion less than all of any such Lot nor any easement or other interest therein, shall be conveyed or transferred or rented by any Owner.

(viii) Window Covering. Non-reflective window coverings are the only type of window coverings which shall be permitted on any structure located on any Lot. The use of any reflective material is hereby declared to be a violation of this Declaration and subject to any and all of the enforcement procedures set forth herein.

(ix) Off-Street Parking. Lot Owners shall be responsible for providing adequate off-street parking spaces and for seeing that, insofar as possible, the moving traffic street lanes adjacent to their Lots are kept free of parked vehicles. The Declarant shall have the authority to have improperly parked vehicles removed at the Owner's expense.

(x) Restriction on sale of Lots. The sale of Lots in the Subdivision shall be restricted exclusively to Escapee Members. Lot(s) may not be sold or otherwise transferred to another entity, e.g., corporation, partnership, trust, etc. No individual who is not a Member of Escapees shall be entitled to purchase, lease or rent any Lot within the Subdivision at any time.

(xi) Use of Clubhouse, recreational services and other amenities. All of the control and responsibility for the maintenance of the clubhouse, recreational services and other amenities of the Subdivision are retained in the Declarant. Such clubhouse facilities, recreational services and other amenities shall be used exclusively by Escapee Members, or a registered guest at the RV Park (campground). An individual Lot Owner who is not an Escapee Member shall not have the right to the use of said facilities, except upon the express written consent of the Declarant.

(xii) Operation and maintenance of drinking water system. The drinking water system serving the Subdivision shall be operated and maintained by Rainbow Parks, Inc., in its capacity as a water provider pursuant to the Certificate of Convenience and Necessity issued to it by the Arizona Corporation Commission on January 7, 1999 and any amendments, changes or supplements thereto.

(xiii) Drainage Canal/Retention Basin. Owners of Lots adjacent to drainage canal shall not alter topography of said Lot so as to permit drainage into drainage canal/retention basin.

(xiv) Operation and maintenance of sewage disposal system. The sewage disposal system serving the Subdivision shall be operated and maintained by Rainbow Parks, Inc. in its capacity as a Sewage Disposal Provider pursuant to the terms of the Certificate of Convenience and Necessity issued by the Arizona Corporation Commission on January 7, 1999 and any amendments, changes or supplements thereto.

(xv) Maintenance of roads. Roadways within the Subdivision are private roads. The Association shall be responsible for the maintenance required of said roads and may establish assess and collect road maintenance fees as more fully provided for in the Restrictive Documents.

### **ARTICLE III EASEMENTS**

1. Declarant hereby grants to the Owner or Member, as the case may be, its successors and assigns, together with their agents and contractors, an easement and right-of-way to place, construct, reconstruct, inspect and remove at any time, and from time to time, underground conduit for utility services to the Lots within the Subdivision which are depicted on the plat of the Subdivision on file in the Office of the Yavapai County Recorder.

2. Declarant agrees, for itself and its successors and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any buildings or other structures on or near the easement if the placement thereof interferes in any manner with the use and enjoyment of the rights granted to the Member or Owners herein.

3. If at any time it should become necessary for utility lines placed within the easement to be repaired, replaced, reconstructed or removed, all costs associated with said activity shall be borne by the Owner upon whose Lot the easement is located, and shall under no circumstances become the financial responsibility of the Declarant or its successors and assigns.

4. Lot Owners shall grant to all persons and entities who have the right or need to use the roadways within the Subdivision, an easement for ingress and egress thereupon. No barrier shall be placed on a roadway easement nor shall any impediment be maintained thereupon.

### **ARTICLE IV. DECLARANT CONTROL**

No building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition, change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same have been submitted to and approved in writing as to harmony of the external design and location in relation to surrounding structures and topography by the Advisory Committee. In the event the Advisory Committee fails to approve or disapprove the plans and specifications within thirty (30) days of

submittal of such plans and specifications, the Advisory Committee shall be deemed to have approved such plans and specifications pursuant to this Section.

**ARTICLE V.  
TERM OF DECLARATION; RUNNING COVENANTS**

1. Term of Declaration. This Amended Declaration shall run with the land and shall continue in full force and effect for a period of twenty (20) years from the date this Amended Declaration is recorded, after which time they shall automatically extend for successive periods of ten (10) years, unless amended or terminated as provided hereinafter. This Amended Declaration may be amended or terminated by an instrument signed by the Declarant in addition to a majority of the Lot Owners other than the Declarant. Any such amendment or termination shall be recorded in order to be effective and valid.

**ARTICLE VI.  
PARK RULES AND PARK FEES**

1. Park Rules. Declarant may establish change, alter, modify or amend the Park Rules from time to time, but such modifications may not affect the then-current rights of Lot Owners except in the case of emergencies or needs regarding the health and safety of those in the Subdivision, or as required by law. All Lot Owners shall comply at all times with the Park Rules.

2. Park User Fees. Declarant may, from time to time, establish and/or alter such Park User Fees as may be appropriate for the rights and services provided.

**ARTICLE VII  
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS; ADVISORY COMMITTEE**

1. Association Membership. Every Owner of a Lot which is subject to Assessment shall be a "Member" of the Association. Membership is appurtenant to, and may not be separated from, ownership of a Lot. The Association has one class of voting membership. Members include all Owners. Members are entitled to one vote for each Lot owned. When more than one person holds an interest in any one Lot they all are Members. The vote for their Lot may be exercised as they determine but shall be cast by only one of them. In no event shall more than one vote be cast for each Lot, nor shall any vote be split. The voting rights of a Member in the Association and the areas of control and jurisdiction of the Association shall be as set forth in the Bylaws of the Association.

2. Advisory Committee. Declarant shall appoint members of the Advisory Committee ("Committee") which shall be comprised of no more than fifteen (15) Lot owners who shall each be appointed for three year terms excepting as hereinbefore provided. The Advisory Committee shall enforce the terms and conditions of the Restrictive Documents for those areas of the Subdivision which are not within the control and jurisdiction of the Association or Declarant. It shall also sit as an Architectural Control Committee. The initial Advisory Committee shall be made up of five (5)

Members who shall serve for a one (1) year term, five Members who shall serve for a two year term and five Members who shall serve for a three (3) year term. The operation of the Advisory Committee shall be as set forth in the Bylaws to be promulgated by the Committee from time to time.

## **ARTICLE VIII ENFORCEMENT**

1. Rescission, termination or breach. No rescission or termination or breach of this Declaration shall entitle any party or Owner to cancel, rescind, or otherwise terminate this Declaration or excuse the performance of such party's or Owner's obligation hereunder; provided, however, that this limitation shall not affect in any manner any other rights or remedies which the party's or Owner's may have by reason of any such breach.

2. Right of Enforcement. The Declarant or any Owner shall have the right but not the obligation, to enforce by proceedings at law or in equity, all restrictions, covenants, conditions, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any amendments thereto, including the right to prevent the violation of any such restrictions, covenants, conditions or reservations and the right to recover damages or other penalties for such violations.

3. No waiver. No waiver of any default by any party to this Declaration shall be implied from any omission by any party to take any action in respect of such default if such default continues or is repeated. The failure by any party to enforce any provision of this Declaration shall not be deemed a waiver of the right to do so thereafter.

## **ARTICLE IX. MISCELLANEOUS**

1. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose. The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or enforceability of any one provision, or portion thereof, shall not affect the invalidity or enforceability of the remainder. The various headings are for convenience only and shall not effect the meaning or interpretation of this Declaration.

2. Attorney's Fees. In any action brought to declare the rights granted herein or to enforce any of the terms hereof, the prevailing party shall be entitled to an award of reasonable attorney's fees in an amount determined by the Court, together with all costs of prosecution.

3. Successors and assigns. This document shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

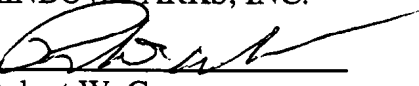
4. Notice. Any notice sent to any Owner or to Declarant under the provisions hereof shall be deemed to have been received when mailed with proper postage prepaid to the last known address of such Owner or Declarant, or in the case of hand delivery, upon delivery to such last known

address.

5. Amendment. This Declaration may be amended only by an affirmative vote of two-thirds (2/3rds) majority of the Lot Owners and the Declarant. Any such amendment duly approved shall be executed under notary by the Declarant and recorded in the Office of the Yavapai County Recorder.

IN WITNESS WHEREOF the declarant has executed this instrument as of the date first above written.

RAINBOW PARKS, INC.

By   
Robert W. Carr  
Its President

STATE OF TEXAS     )  
                              )     SS.  
COUNTY OF POLK    )

On this 17 day of August, 1999, before me, the undersigned Notary Public, personally appeared Robert W. Carr who acknowledged himself to be the President of Rainbow Parks, Inc., a Texas Corporation, formerly known as Rainbow Retreats, Inc., and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My commission expires: 3/28/02

  
NOTARY PUBLIC

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