

eRecorded in Yavapai County, AZ
Michelle M. Burchill, Recorder

WHEN RECORDED, MAIL TO:

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AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
ESCAPEES AT NORTH RANCH SUBDIVISION

This **Amended and Restated Declaration Of Covenants, Conditions And Restrictions For Escapees At North Ranch Subdivision** ("Declaration") is made this 23 day of February, 2026 by Escapees at North Ranch Common Area Maintenance Association ("Association").

AMENDED DECLARATION

RECITALS

- A. The 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 was subjected to the Declaration of Covenants, Conditions and Restrictions recorded in Book 3330, Page 586, and amended and restated in Book 3688, Page 471, records of Yavapai County, Arizona.
- B. The Property was developed in accordance with a general scheme of development into residential lots and common use and recreation areas known as " Escapees At North Ranch Subdivision" (the "Subdivision") and Escapees at North Ranch Common Area Maintenance Association, Inc., an Arizona non-profit corporation, was formed to administer the Declaration, Property and Subdivision.
- C. The Declaration may be amended by the affirmative vote of two-thirds (2/3) of the Lot Owners and the Declarant. The Association has obtained approval of the Membership to amend and restate, in its entirety, the Declaration. The Declarant has declined to participate.
- D. . Any amendment to the Declaration past, present or future, receiving written approval of the Owners in accordance with the provisions thereof shall be subject to a presumption that sufficient notice of such amendment(s) was provided to the Owners by the Declaration and that such amendments were reasonable and foreseeable to the Owners at the time of purchase. These amendments do not create any new affirmative obligations for Owners of Lots within the Association; rather, the amendments set forth herein refine the Declaration, correct an error, fill in a gap, and/or change the Declaration in a particular way.

E. Tracts A, B, C, D and H were retained by the Declarant and are not part of the Association. As such, the real property located in Yavapai County, Arizona described as: Lots 1 through 436 and Tracts E, F, G, I, J, K and 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 ("Property") are being subjected to this Amended and Restated Declaration.

DECLARATION OF INTENT

NOW, THEREFORE, the Association declares that the Property shall hereafter be held, transferred, sold, conveyed, leased, hypothecated, occupied and used subject to the Restrictions set forth in this 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 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 the Board and the Lot Owners which said Advisory Committee shall have the authority and duty to promulgate and enforce rules and regulations regarding the use and 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 non-profit corporation, its successors and assigns acting through its Board of Directors (the "Board"), as that term is defined in Article IV of the Bylaws.
4. "Board" shall refer to the Board of Directors for the Association.

5. "Common Area" refers to the property designated as Tracts E, F, G, I, J, K and L and interior roads, cross-hatched areas designated Common Area on the subdivision plat, retention basins and drainage easements and improvements thereon owned by the Association for the common use and enjoyment of the Owners as may be reflected on a plat(s) filed from time-to-time in the Yavapai County Recorder's office (the initial Plat being recorded in Book 34 of Maps, Pages 10, 11 and 12).
6. "Common Expense" refers to those items of expense as defined from time-to-time by the Board and as defined in the Restrictive Documents.
7. "Declaration" or "CC&Rs" refers to this 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 title to Lots 1-436 within the Property.
14. "Owner" shall mean each person and entity holding a record interest in a Lot, 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. "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").
16. "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.
17. "Small Lot" shall mean that Lot which has a maximum size of 3,575 square feet.
18. "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.
19. "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. Nothing in this Declaration shall prevent an Owner from leasing or renting his Lot, provided that the Owner shall be required to provide the Association with the name and contact information for any adults occupying the property, the time period of the lease, including the beginning and ending dates of the tenancy, and a description and the license plate numbers of the tenants' vehicles, all in accordance with A.R.S. Section 33-1806.01.
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, except for signage expressly permitted by A.R.S. Section 33-1808. 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 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 the Board. 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 the shed as initially provided when the Property was developed, 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 Board. The Board shall promulgate reasonable rules and regulations setting forth the height and size limitation for said patio covers and recreational vehicle sun shelters. 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 the Board, 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 the Board, 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 rules.
- (iii) Board/Advisory Committee 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 Board and/or Advisory Committee.

- (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 Board, 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 the Board. 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 signage that is expressly permitted under A.R.S. Section 33-1808.
- (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 Board shall have the authority to have improperly parked vehicles removed at the Owner's expense.

- (x) 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.
- (xi) 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.
- (xii) 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.
- (xiii) 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. The Association 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. The Association 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 Association 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 **ARCHITECTURAL 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 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 Declaration is recorded, after which time they shall automatically extend for successive periods of ten (10) years, unless amended or terminated as provided hereinafter.

ARTICLE VI **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. The Board 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 staggered terms as set forth below. The Advisory Committee shall enforce the terms and conditions of the Restrictive Documents at the direction and discretion of the Board. It shall also sit as an Architectural Control Committee. The operation of the Advisory Committee shall be as set forth in the Bylaws.

ARTICLE VII

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 Association 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 Bylaws and/or Rules 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 VIII

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.

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 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 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. Any such amendment duly approved shall be executed under notary and recorded in the Office of the Yavapai County Recorder.

Escapees at North Ranch Common Area Maintenance Association

BY: Robert Purdy (Signature)
Robert Purdy, President

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 24 day of February, 2026, by Robert Purdy, the President of Escapees at North Ranch Common Area Maintenance Association, an Arizona non-profit corporation, on behalf of the non-profit corporation.

Notary Public: Kelci Dawn Covington-Lopez

My commission Expires: July 26th, 2027



KELCI DAWN COVINGTON-LOPEZ
NOTARY PUBLIC
STATE OF ARIZONA
MARICOPA County
Commission # 655013
My Comm. Expires JULY 26, 2027