at the request of Pioneer Title Agency, Inc.

When recorded mail to Covey Run, LLC P.O. Box 508 Hereford, AZ 85615

70102672-FMM

2018-09778
Page 1 of 13
Requested By: Pioneer Title Agency
David Stevens - Recorder
Cochise County, AZ
05/25/2018 03:35 PM Recording Fee \$17.00

Tax Code: 104-01-287,288, 289, 290

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CAPTION HEADING: <u>Amended and Restated Declaration of Covenants</u>, <u>Conditions and Restrictions of Covey Run Homeowners Association</u>

DO NOT REMOVE

THIS IS PART OF THE OFFICIAL DOCUMENT

(THIS FORM IS FOR RECORDER'S USE ONLY)

THIS DOCUMENT IS BEING RECORDED TO SUPERSEDE, RESCIND AND REPLACE THOSE CERTAIN CC&R'S RECORDED AS DOCUMENTS NO. 0702-04054, 0704-13566, AND 0706-19048 RECORDS OF COCHISE COUNTY ARIZONA.

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AMENDED AND RESTATED DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
COVEY RUN HOMEOWNERS ASSOCIATION

THIS DECLARATION, made on the date hereinafter set forth by Covey Run LLC, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Cochise County, Arizona, which is more particularly described as:

Lots 1-26 of Covey Run, a subdivision of Cochise County, Arizona according to the map and plat of record, recorded at Book 15 Page 73 arid 73A in the office of the Cochise County Recorder.

WHEREAS, Lots 1-26 of Covey Run a subdivision of Cochise County, Arizona, are subject to provisions of Master Declarations of Covenants, Conditions and Restrictions, Assessments, Charges, Servitude, Liens, Reservations and Easements for 3 Canyons Ranch ("3 Canyons Conditions, Covenants and Restrictions").

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each owner thereof

ARTICLE I DEFINITIONS

- 1.1. "Association" shall mean and refer to COVEY RUN HOMEOWNER'S ASSOCIATION, INC., an Arizona non-profit corporation, its successors and assigns.
- 1.2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- 1.3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- 1.4. "Roadway and Drainage Structures" shall mean all real property (including the improvements thereto) located on individual lots but for use by all members of Covey Run Homeowners Association. Each lot owner is granted easements to these areas by in accordance with the recorded Final Plat.
- 1.5 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

- 1.6. "Declarant" shall mean and refer to Covey Run LLC, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.
- 1.7. "Three Canyons Master Association also known as the Master HOA" shall mean 3 Canyons Ranch Master Home Owners Association as established in the 3 Canyons CC&Rs. Three Canyons Master Association is the overall entity that governs the entire Three Canyons Ranch Development, of which Covey Run Subdivision, or Villiage, is a portion. Each and every member of the Covey Run Homeowners Association will also be a member of the Three Canyons Master Association. All Covenants, Conditions and Restrictions of the Three Canyons Master Association shall also be in effect and govern Covey Run Subdivision.
- 1.8. "Three Canyons Covenants, Conditions and Restrictions" (CC&Rs), shall mean the Master Declarations of Covenants, Conditions and Restrictions, Assessments. Charges, Servitude, Liens, Reservations and Easements for 3 Canyons Ranch ("3 Canyons Conditions, Covenants and Restrictions") as recorded on October 5, 1995, at FEE 951024838. as may be amended from time to time in the records of Cochise County, Arizona

ARTICLE II PLAN OF DEVELOPMENT

2.1 Property Subject to the Declaration. This Declaration is being recorded to establish a general plan for the development and use of the project in order to protect and enhance the value and desirability of the project. Declarant declares that all the Lots within the project shall be held, sold, and conveyed subject to this Declaration. By acceptance of a deed or by acquiring any interest in any of the property subject to this Declaration, each person or entity, for himself or itself, his heirs, personal representative, successor, transferees and assigns, binds himself, his heirs, personal representative, successors. transferees and assigns, to all provisions, restrictions, and covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the development and use of Lots within the Property and herby evidences such person's intent that all restrictions, conditions, covenants, rules and regulations contained in this Declaration shall run with the land and be binding on all subsequent Owners, grantees, purchasers, assignees, lessees and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the Association and all Owners. Declarant covenant and agrees that the Lots and the membership in the Association and the other rights created by this Declaration shall not be separated or separately conveyed, and each shall be deemed to be conveyed or encumbered with its respective Lot even though the description in the instrument of conveyance or encumbrance may refer only to the Lot.

ARTICLE III PROPERTY RIGHTS

3.1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot. The common areas within Covey Run will consist of the road and easement within the Covey Run Association. The common area will not include 3 Canyons Road or easement

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

- 4.1 Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.
- 4.2 All members shall be Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.
- 4.3 The right of the Association to suspend the voting rights by an owner for any period during which any assessment against his Lot remains unpaid: and for a period not to exceed 60 days for any infraction of its published rules and regulations.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

- 5.1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.
- 5.2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and for the improvement and maintenance of the roadways and drainage structures.

- 5.3. Annual Assessment. In order to provide for the operation and management of the Association and to provide funds for the Association to pay all Common Expenses and to perform it's duties and obligations under the Project Documents, including the establishment of replacement and maintenance reserves, the Board for each Assessment Period shall assess against each Lot an Annual Assessment.
- 5.4. Rate of Assessment: The amount of the Annual Assessment for each Lot, other than Lots owned by the Declarant, shall be the amount obtained by dividing the total budget of the Association for the Assessment Period for which the Annual Assessment is being levied by the total number of Lots subject to the Assessment at the time the Annual Assessment is levied by the Board. The annual Assessment for the Lots owned by the Declarant shall be an amount equal to fifty percnet (50%) of the Annual Assessment levied against Lots owned by Persons other than the Declarant until such time the construction of a residence begins on the Lot, at which time the amount of the Annual Assessment for such Lot shall be the same as the Annual Assessment levied against Lots owned by Persons other than the Declarant.
 - a) The annual assessment may be increased each year not more than 10% above the assessment for the previous year without a vote of the membership.
 - b) The annual assessment may be increased above 10% by a vot of two-thirds (2/3) of the mambers who are voting in person or by absentee ballot, at a meeting duly called for this purpose
- 5.5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon roadways and drainage structures, including fixtures and personal property related thereto, provided that any such assessment shall have the consent of two-third (2/3) of the votes of the members who are voting at a meeting duly called for this purpose.
- 5.6. Notice and Quorum for Any Action Authorized Under Sections 5.4 and 5.5. Written notice of any meeting called for the purpose of taking any action authorized under Section 5.4 or 5.5 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members entitled to cast fifty percent (50%) of all the votes shall constitute a quorum. Votes shall be by person or by absentee ballot in accordance with ARS 33-1812. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.
- 5.7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots. Special assessments may be collected on a monthly basis.

- 5.8. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the recording of this document. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.
- 5.9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten (10%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.
- 5.10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.
- 5.11. Transfer Fee: Each Purchaser of a Lot shall pay to the Association immediately upon becoming the Owner of the Lot a transfer fee in such amount as is established from time to time by the Board, except that no transfer fee shall be payable with respect to the purchase of a Lot with respect to the initial sale by the Declarant to the first owner of a lot.
- 5.12. Pass Thru of Three Canyons Master Association Fees. At the discretion of the Covey Run Homeowners Association and in conjunction with the Three Canyons Master Association. The Covey Run Homeowners Association may collect all fees required by all Covey Run Lot Owners for a combined payment to the Three Canyons Master Association. Three Canyons Master Association Fees may be collected from all Covey Run Lot Owners and held in an escrow account until the Three Canyons Master Association fees are due. At this time, a block payment of all Covey Run Lot Owners' Three Canyon Master Association dues will be made.

ARTICLE VI ARCHITECTURAL CONTROL & USE RESTRICTIONS

- 6.1. Control and Use. All Covenants, Conditions and Restrictions as provided by the Three Canyons Master Association shall remain in effect for Covey Run Subdivision and shall govern unless more restrictive Covenants, Conditions and Restrictions for Covey Run Subdivision are in affect.
- 6.2. Landscaping. Landscaping shall be in accordance with the Three Canyon Master Association Conditions, Covenants and Restrictions. All plants used in landscaping shall be drought tolerant, low polluting and native to the area. Palm trees are not native plants.
- 6.3. Building Height and Maximum Stories. Maximum building height including without limitation peaks, screening, heating or cooling equipment and antennas is thirty (30) feet. Height shall be measured in compliance with Cochise County regulations. Maximum number of stories is one (1).
- 6.4. Screening of Roof Mounted Equipment. There shall be no heating or cooling equipment, antennas or other attachments to the roof (except for customary vents and chimneys), unless such equipment, antennas or other attachments are fully screened from view by a parapet wall or other screen which screen shall not exceed four (4) feet in height. Any equipment, antennas or other attachments to the roof must satisfy the height requirements set forth in this Master Declarations.
- 6.5. Driveways. All entrances from roadways to driveways for a distance of not less than 6 feet from the roadway shall be paved with asphalt, asphalt double chip seal, concrete or brick pavers or by some other approved hard surface. Beyond 6 feet from the roadway, driveways must be paved with asphalt, asphalt double chip seal; concrete or brick pavers; or must be gravel, decomposed granite or crushed rock. Dirt driveways will not be allowed.
- 6.6. Set-Backs. Set-backs shall comply with Cochise County regulations, as stipulated in the Covey Run Subdivision Final Plat and the Three Canyons Master Association requirements as stipulated in the approval of this subdivision.
- 6.7. Native Growth. The native growth on the Property, including grasses, cacti, oak and mesquite trees, shall not be destroyed or removed from any of the Lots in said Subdivision by any of the Lot Owners, except such native growth as may be necessary for the construction and maintenance of roads, driveways, residences, garages, and other outbuildings. Prior to the start of construction, the Owner shall meet with the Covey Run Homeowner's Association representative to determine the amount of native growth that must be disturbed. This area shall be fenced, roped or otherwise controlled to ensure areas outside the area to be disturbed remain in a native growth condition. All areas outside the Area to be Developed except as described in Section 6.7 above, must remain in an undisturbed state before, during and after construction.
- 6.8. Minimum Floor Area & Construction. The principal residence shall have a minimum fully enclosed floor area devoted to living purposes, exclusive of porches, terraces, garage, and guest and servant quarters of 1600 square feet. All residences shall be constructed as site built only. Each residence shall have a minimum two car enclosed garage. Garage may be attached or unattached.

- 6.9. Exterior Lights. All exterior lights shall be shielded from casting any light outside the boundary of the Area to be Developed upon which they are installed.
- 6.10. Roof Materials. All roofs shall be constructed with concrete or clay tile except as follows. Santa Fe elevations homes are excluded provided the entire roof area is surrounded by a parapet so no portion of the roofing membrane is exposed to view. Metal roofs may be allowed provided they have an architectural appeal. Metal roofs shall require approval of the Covey Run Homeowner's Association.
- 6.11 Clothes Drying Facilities. No outside clotheslines or other outside facilities for drying or airing clothing shall be erected placed or maintained on any lot so as to be visible from neighboring Property.

6.12 Motor Vehicles:

- 6.12.1 Except for emergency vehicle repairs, no automobile or other motor vehicle shall be constructed, reconstructed, repaired, stored, or parked on any such lot as to be visible from neighboring property.
- 6.12.2 No Motor vehicle of any kind shall be parked on any private road or street in the project, except for motor vehicles of guests of the Owners which may be parked on a on a private road or street in the project for a period not more than forty-eight (48) hours within any seven-day period in accordance with rules for such temporary parking adopted by the board.
- 6.12.3 Residents permitted motor vehicles must be parked in the garage of the Residence Unit such time as the number of automobiles or other motor vehicles parked in the garage exceeds the number for which the garage was designed for at which time such permitted motor vehicles may be parked in the driveway situated on the lot, but will not exceed three vehicles.
- 6.12.4 No truck, bus, mobile home, travel trailer, tent trailer, camper shell, detached camper, recreational vehicles, boat, boat trailer or other similar equipment or vehicle may be parked on any Lot or common area or an street so as to be visible from the neighboring property or common area without approval of the board, except for (1) the temporary parking of any such v vehicles vehicle or equipment on a lot or in a street for a period of not more than forty-eight hours (48) hours within a seven (7) day period.
- 6.13 Animals: No animals that would be considered livestock shall be kept, or raised in the Covey Run village regardless of acreage owned. This would include Horses, mules, cows, goats and sheep.

ARTICLEVII THE ORGANIZATION: MEMBERSHIP AND VOTING RIGHTS

- 7.1 Formation of Association. The Association shall be an Arizona nonprofit corporation charged with the duties and invested with the power prescribed by law and set forth in the Articles, bylaws, and this declaration. In the event of any conflict or inconsistency between this Declaration and the articles, or Bylaws, this Declaration shall control.
- 7.2 Board of Directors and Officers. The affairs of the Association shall be conducted by the Board and such officers as the Board may elect or appoint in accordance with the Articles and Bylaws. Unless the Project Documents specifically require the vote or written consent of the members, approvals or actions to be given or taken by the Association shall be valid if given or taken by the Board. In accordance with such procedures as may be set forth in the bylaws, the board shall have the right to impose reasonable fines against Owners for a violation of any provision of the Project Documents by the Owner, his family, tenants or guest.
- 7.3 The Association Rules: The Board may from time to time, and subject to the provisions of this Declaration adopt, amend, and repeal rules and regulations pertaining to the management, assessments, operation, and use of the areas of Association Responsibility including, but not limited to minimum standards for any maintenance of Lots, or any area subject to the jurisdiction of the Association. In the event of any conflict or inconsistency between the provisions of this Declaration and the Association rules the provisions of this Declaration shall prevail.
- 7.4 Personal Liability: No member of the Board or of any committee of the Association, no officer of the Association, and no manager or other employee of the Association shall be personally liable to any other person or entity, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error, or negligence of the Association, Board, the manager, any representative or employee of the Association, or any committee, committee member or officer of the Association: provided, however, the limitation set for th in this Section shall not apply to any person who has failed to act in good faith or has engaged in willful or intentional misconduct.
- 7.5 Identity of Members. Membership in the Association shall be limited to Owners of Lots and the Declarant. Every owner of a Lot shown on the Plat shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Any sale or transfer of a lot shall also be deemed to be a sale or transfer of such Owner's membership in the Association. An Owner of a lot shall automatically, upon becoming the Owner thereof, be a member of the Association and shall remain a member of the Association until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease.
- 7.6 Voting Procedures. Matters upon which members of the Association shall be entitled to vote shall be decided by a majority of the votes present at the meeting. There shall be one vote per Lot. No change in the ownership of a Lot shall be effective for voting purposes unless and until he Board is given actual written notice of such change and is provided satisfactory proof thereof. The vote for each such Lot must be cast as a unit and fractional votes shall not be allowed.

7.7 Transfer of Membership. The rights and obligations of any Member other than the Declarant shall not be assigned, transferred, pledged, conveyed or alienated in any way except upon transfer of ownership of an Owner's Lot, and then only to the transferee of ownership of the Lot. A transfer of ownership of a Lot may be effected by deed, interstate succession, testamentary disposition, foreclosure of a mortgage of record, or such other legal process as now in effect or as may hereafter be established under of pursuant to the laws of the State of Arizona. Any attempt to make a prohibited transfer shall be void. Any transfer of ownership to a Lot shall operate to transfer Membership appurtenant to said Lot to the new Owner thereof. Each Purchaser of a Lot shall notify the Association of his purchase within ten (10) days after becoming the Owner of a Lot.

ARTICLE VIII GENERAL PROVISIONS

- 8.1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- 8.2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.
- 8.3. Amendment. This Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.
- 8.4. Term / Method of Termination. This Declaration shall continue in full force and effect for a term of twenty (20) years from the date this Declaration is recorded. After that time, this Declaration shall be automatically extended for successive periods of ten (10) years each. This Declaration may be terminated at any time if such termination is approved by the affirmative vote or written consent, or any combination thereof, of the Owners representing ninety percent (90%) or more of the votes and by the holders of the First Mortgages on Lots, the Owners of which have seventy-five percnet (75%) or more of the votes in the Association if the necessary votes and consets are obtained, the Board shall cause to be recorded with the County Recorder of Cochise County, Arizona, a Certificate of Termination, duly signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association, with their signature acknowledged Thereupon this Declaration shall have no further force and effect, and the Association shall be dissolved pursuant to the terms set forth in it's Articles.
- 8.5. Three Canyons Master Association Board Approval: The Village Declaration and Articles of Incorporation and Bylaws for the Covey Run Homeowners Association have been approved by the Board of the Three Canyons Master Association and may not be amended, supplemented, or terminated without the prior written consent of the Three Canyons Board of the Master Association.

8.6. Rights of Three Canyons Master Association: Three Canyons Master Association shall have the right to temporarily take control of the Covey Run Homeowner's Association as provided in Section 14.7 of the Three Canyons CC&Rs, in the event the Covey Run Homeowners Association is failing to levy or collect assessments in the amount sufficient to pay its obligations to the Three Canyons Master Association, or otherwise failing in the opinion of the Three Canyons Master Association Board to perform its functions and duties in a manner consistent with the standards established by the Three Canyons Master Association. The Three Canyons Master Association shall have the right to provide property management and maintenance of the Village Common Areas and management support services to the Village Association if the Three Canyons Master Association should elect to do so as provided in Section 14, and require payment by the Village Association to the Three Canyons Master Association in performing such management, maintenance and management support as provided in Section 14.

	IN WITNESS WHEREOF, the undersigned, being the Declarant herein., has
	hereunto set its hand and seal this $\frac{\partial S}{\partial S}$ day, of $\frac{\partial S}{\partial S}$ 2018.
	Covey Run LLC
	As Declarant
	By Hill fur
	Jonathan Isaacson
	By Black
	STATE OF ARIZONA Philip Isaacson
) ss.
	County of Cochise
	On this $\frac{2^{S}}{2^{S}}$ day of $\frac{2^{S}}{2^{S}}$, 2018 before me, the
Isaacson	undersigned a Notary Public in and for said State, personally appeared. Jonathan
130005011	& Philip Isaacson known to me to be a Covey Run LLC, Managing Member, and
	acknowledged that <u>they</u> executed the foregoing instrument in such capacity,
	and acknowledged to me that said instrument is the free and voluntary act and
	deed of such company in such capacity, for the uses and purposes therein
	mentioned, and on oath stated they are is-authorized to execute the
	said instrument on behalf of such company.
	WITNESS MY HAND and official seal hereto affixed the day, month and
	year in this certificate first above written.
	My Commission Expires:
	FRANCISCA MILIANTA Notary Public - State of Arizona WANUXANUILLANTA
	[[[]]] COCHISE COUNTY
	My Commission Expires NOTARY Publ 1 C July 8, 2020

IN WITNESS WHEREOF, the undersigned, being a property owner, has hereunto set its hand and seal this 25 Mg day, of Mg 2018.
Covey Run LLC As <u>Wedgrant</u>
RICHARD F. SONTHEIMER
STATE OF ARIZONA
) ss.
County of Cochise
On this 25 ^{-d} day of MA-/, 2018 before me, the
Richard F. Sontheime Known to me to be Covey Run LLC, managing member and
acknowledged that <u>he</u> executed the foregoing instrument in such capacity,
and acknowledged to me that said instrument is the free and voluntary act and
deed of such company in such capacity, for the uses and purposes therein
mentioned, and on oath stated <u>Richard F. Sonther</u> authorized to execute the
said instrument on behalf of such company.
WITNESS MY HAND and official seal hereto affixed the day, month and
year in this certificate first above written.
My Commission Expires: 5-15-2019
JUDITH A. RENN Notary Public - State of Arizona COCHISE COUNTY My Commission Expires May 15, 2019