

STATE OF ARIZONA } ss.  
County of Yavapai

11420

I do hereby certify that the within instrument was filed and recorded at request of  
CITY OF PRESCOTT on April 16 A.D. 1974  
at 11:50 o'clock A.M., Book 906, Official Records, Page 389-401 incl.  
Records of Yavapai County, Arizona.

WTINESS my hand and official seal the day and year first above written.

Patsy C. Jenney, County Recorder

By Patsy C. Jenney R. M.

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR RESIDENTIAL LOTS

602

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Yavapai Hills, Inc., an Arizona corporation, is  
the owner of the following described premises, situated within the County  
of Yavapai, State of Arizona, to-wit:

Lots 1 thru 188, inclusive, in Unit I, Phase I,  
YAVAPAI HILLS, as shown and designated on  
a plat entitled "Yavapai Hills, Unit I, Phase I"  
filed in the office of the Yavapai County Recorder  
on April 16, 1974, in Book 18  
of Maps, page 25 thru 31; and

WHEREAS, Yavapai Hills, Inc., will convey said premises subject  
to certain protective covenants, conditions, restrictions, reservations, liens  
and charges as hereinafter set forth;

NOW, THEREFORE, Yavapai Hills, Inc., hereby declares that  
all of the properties described above shall be held, sold and conveyed subject  
to the following easements, restrictions, covenants and conditions, all of

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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 the owners thereof, their heirs, successors, grantees and assigns.

1. The term "YAVAPAI HILLS" as used in this DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RESIDENTIAL LOTS shall mean the real property situate in the County of Yavapai, State of Arizona, which is legally described as follows:

See Exhibit "A" attached.

2. No buildings or structures shall be erected, altered, placed or permitted to remain on any lot other than a single family dwelling, which may include a garage and/or any other accessory building customarily found on residential property in a subdivision (but in no event shall there be any barns, mobile homes, trailers, sheds or shacks). There shall not exist on any lot at any time, more than one single family residence.

3. No dwelling or structure of any kind shall be commenced, erected or placed on any lot until the design and location of such dwelling or structure and the kind of materials to be used in said structure have been approved in writing by the Architectural Committee appointed by Yavapai Hills, Inc., or by such other corporation, association or person as Yavapai

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Hills, Inc., shall designate to appoint the same. It shall be the general purpose of the Architectural Committee to provide for the maintenance of a high standard of architecture and general construction in such a manner as to enhance aesthetic properties and structural soundness throughout the subdivision. The Architectural Committee's decision to allow or deny the construction of any building, patio or other structure shall be final. Request for the Architectural Committee's approval of the design, location and construction of any building or structure shall be submitted in writing, together with the plans or other information which the Architectural Committee may reasonably request, at least thirty (30) days prior to the date on which construction is to commence.

In the event the Architectural Committee shall fail to approve or disapprove the design, location or the kind of materials to be used in a dwelling or structure within thirty (30) days after receipt of a written request, approval thereof shall be deemed to have been given; provided, however, that the dwelling or structure shall be of masonry or frame and the location and size of the buildings shall not be violative of any of the restrictions contained in this Declaration.

Yavapai Hills, Inc., shall appoint two or more persons to the Architectural Committee herein referred to, and a Successor Committee or Committees may also be appointed by Yavapai Hills, Inc. At such time as

shall be designated by Yavapai Hills, Inc., all privileges, powers, rights and authority shall be exercised and vested in a Committee to be selected by the owners of a majority of the lots in the subdivision.

4. All construction on a lot must be commenced within three (3) months from the date of approval by the Architectural Committee and all structures shall be completed within six (6) months from commencement of construction; provided, however, that the Architectural Committee may extend such time when in its opinion conditions warrant such extension. It shall be the responsibility of the lot owner to notify the Architectural Committee in writing of the starting and completion dates of construction. No trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding or any structure of a temporary character on any lot shall at any time be used as a residence, either temporarily or permanently. No temporary structures of any type shall be placed on any lot, except as may be required for storage or watchmen during the period of construction of the dwelling on such lot. Debris resulting from construction of the dwelling unit must be disposed of weekly.

5. No dwelling having less than one thousand (1,000) square feet of heated living area shall be permitted on any lot. No structure on any lot shall be higher than a two (2) story house, or thirty (30) feet.

6. With respect to each lot, easements and rights-of-way, as set forth in the recorded plats, are hereby reserved unto Yavapai Hills, Inc., and its assigns for construction, installation and maintenance of water supply lines, sewers, utility lines and drains.

7. All set back requirements for front, back and side yards, and any and all other set back requirements as are now in effect under the provisions of the Zoning Code of the City of Prescott, Arizona, shall be complied with at all times. That in the event the requirements of the Zoning Code of the City of Prescott are modified subsequent to the effective date of this Declaration, the set back requirements which are in effect as of the effective date shall continue to be set back requirements to be complied with. Where two or more lots are acquired as a single building site, the side lot lines shall refer only to the lot lines bordering the adjoining property owners. Notwithstanding anything to the contrary herein, the Architectural Committee shall have the right to permit reasonable modification of the set back requirements where, in the discretion of the Architectural Committee, strict enforcement of these set back provisions would work a hardship. However, said modifications shall not be contrary and conflict with the terms and provisions of the Zoning Code of the City of Prescott, Arizona.

8. No lots shall be used for residential purposes prior to the time at least one water flush toilet is installed in the dwelling thereon or prior to the time the dwelling is serviced by water and sewer connections.

9. No lot shall be subdivided into smaller lots, nor conveyed or encumbered in less than the full original dimensions of such lot, except for purposes of the installation or maintenance of public utilities. Nothing herein contained shall prevent the dedication or conveyance of portions of lots for public utilities, in which event the remaining portion of any such lot shall, for the purpose of this provision, be treated as a whole lot. This restriction or any others contained herein shall not prevent the utilization of two or more contiguous lots having common ownership as a single building site.

10. No animals, birds or poultry shall be kept or maintained on any lot, except recognized household pets which may be kept thereon in reasonable numbers as pets for the pleasure and use of the occupants, and not for any commercial use or purpose.

11. No structure of any kind or nature shall be erected, permitted or maintained on, over or across the easements for utilities as shown on the recorded plats. No lot owner, nor anyone acting under his direction, shall cover, bridge or otherwise interfere with irrigation ditches or culverts now existing or hereafter installed without the prior express written approval of the Architectural Committee.

12. No weeds, underbrush or other unsightly growths shall be permitted to grow upon the premises. Waste, rubbish and garbage must be kept in suitable containers and must not be allowed to accumulate on any lot and must be removed from each lot in accordance with applicable sanitation regulations. No waste, rubbish or garbage shall be burned or dumped on any lots or any part of Yavapai Hills, except in such places as may be specifically designated and approved for such purposes by the municipal authorities. Until such time as a garbage refuse collection service is inaugurated, all waste refuse and garbage shall be deposited in a place to be designated by the Architectural Committee, and when a garbage and refuse collection service is inaugurated, each lot owner must use such service. Failure to comply with either the provisions of this Section 12, or the provisions of Section 4 pertaining to the removal of building debris, automatically grants a right to Yavapai Hills, Inc. or its designee to enter upon any lot for purposes of removing waste, rubbish, garbage or clearing weeds, underbrush or unsightly growth, and all expenses so incurred shall be a charge against the lot and, until paid, shall constitute a lien upon the lot which may be foreclosed pursuant to the laws governing mechanics' liens. However, unless evidence of any such lien is properly recorded in the Yavapai County Recorder's office, third parties shall have no duty to make inquiry as to the existence of any such lien.

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13. Neither the purchaser of a lot nor any successor in interest shall be deemed to have acquired any proprietary rights or riparian rights in the land that is retained by Yavapai Hills, Inc.; or any improvements on such lands or in any of the lakes, irrigation ditches, or other waterways.

14. No residential lot shall be used in whole or in part for any trade, business or commercial purpose. No residential lot shall be used in whole or in part for the storage of any property or object that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any lot that will emit foul or obnoxious odors, or that will cause unreasonable noise or which is or may be or become a nuisance to the neighborhood.

15. No fence shall be erected or maintained on any residential lot. No hedge shall be maintained on any lot which shall unreasonably restrict or block the view from an adjoining lot, or which shall materially impair the continuity of the general landscaping plan of Yavapai Hills. In no event shall any hedge be maintained which shall exceed four (4) feet in height without the prior approval of the Architectural Committee.

16. No sign or advertisement of any kind, other than name plate signs not to exceed one square foot in area, shall

be erected or maintained on the premises without the written approval of the Architectural Committee. All owners of lots must use mailboxes and electric yard lights, the location and design of which must be designated by the Architectural Committee.

17. Right of access to each lot is hereby reserved to Yavapai Hills, Inc. for general improvements of any person's premises or premises of Yavapai Hills, Inc., but such right of access to any lot shall terminate upon commencement of construction on the lot by the owner.

18. Any one or more of the foregoing covenants, conditions and restrictions may be amended by an instrument signed by the record owners of a majority of the lots described on the first page hereof. Any amendment must be properly recorded to be effective.

19. The foregoing covenants, conditions and restrictions shall run with the land and shall be binding on all persons owning the lots until twenty (20) years from the date hereof, at which time said covenants shall be automatically extended for successive periods of ten (10) years each unless by a vote of a majority of the then owners of the lots it is agreed to amend or terminate these covenants in whole or in part.

Deeds of conveyance of said property, or any part thereof, may contain the above covenants, conditions and restrictions by reference to this document, but whether or not such reference is made in such deeds, or any thereof, each and all of such covenants, conditions and restrictions shall be binding upon the respective grantees, their heirs, successors and assigns.

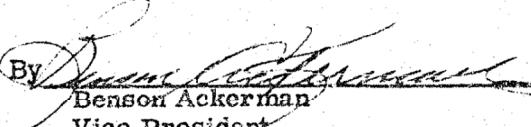
If there shall be violation, threatened, or attempted violation of any of these covenants, conditions or restrictions, it shall be lawful for any person or persons owning real property situated in the subdivision to prosecute proceedings at law or in equity to enjoin from, and/or receive damages for, each and every violation or threatened violation of any of the covenants, conditions or restrictions herein contained. In addition to the foregoing, Yavapai Hills, Inc. shall have the right, whenever there shall have been built on any lot or tract any structure which is in violation of these covenants, conditions and restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any covenant, condition or restriction, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto, and shall not bar or

affect its enforcement. Notwithstanding the foregoing, a violation of these covenants, conditions and restrictions, or any one or more of them, shall not affect the lien of any mortgage now on record, or which may hereafter be placed of record, upon said lots or any part thereof.

Invalidation of any one or more of these covenants, conditions and restrictions shall in nowise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Yavapai Hills, Inc., an Arizona corporation, caused its corporate name to be signed by the undersigned officer thereunto duly authorized, this 16th day of April, 1974.

YAVAPAI HILLS, INC., an Arizona corporation

By   
Benson Ackerman  
Vice President

STATE OF ARIZONA )  
COUNTY OF YAVAPAI ) ss.

The foregoing instrument was acknowledged before me this  
16<sup>th</sup> day of April, 1974, by Benson Ackerman, Vice President of  
Yavapai Hills, Inc., an Arizona corporation, on behalf of the corporation.

Carrie Maggard

Notary Public

My Commission expires:

My Commission Expires Mar. 3, 1978

YAVAPAI HILLS - UNIT I - PHASE I

COMMENCING at the N-1/4 Corner of Section 32, T14N, R1W, G&SRB&M, Yavapai County, Arizona, which is the TRUE POINT OF BEGINNING. THENCE along the North line of said Section 32, N90°00'00"E 1304.59 feet to a point, said point being the 1/16 corner of Sec. 32; THENCE S1°13'15"W, 1233.89 feet to the North right-of-way line of Arizona State Highway 69; THENCE along said Highway right-of-way S43°24'35"W 169.19 feet; THENCE continuing along said Highway right-of-way S46°19'08"W, 1.05 feet; THENCE continuing along said Highway right-of-way S43°38'43"W 281.54 feet to a point of curve to the left on said Highway right-of-way; THENCE along said curve having a radius of 2183.48 feet, a central angle of 00°38'16", an arc distance of 24.31 feet to a point of tangency on said Highway right-of-way; THENCE continuing along said Highway right-of-way S37°59'45"W 281.54 feet; THENCE S36°33'25"W, 9.02 feet; THENCE S38°13'25"W, 195.88 feet to a point of curve to the right on said Highway right-of-way; THENCE along said curve having a radius of 2764.79 feet, a central angle of 20°32'18", an arc distance of 991.08 feet to the intersection of said Highway right-of-way with the South line of the NW-1/4 of said Section 32; THENCE along said South line of the NW-1/4 of said Section 32 N89°27'19"W, 863.61 feet; THENCE N0°32'41"E, 239.32 feet; THENCE N72°17'29"W, 113.95 feet; THENCE N24°20'05"W, 120.00 feet; THENCE N82°53'51"E, 83.52 feet; THENCE N12°26'36"W, 157.87 feet; THENCE S77°33'24"W, 20.00 feet; THENCE N12°26'36"W, 522.56 feet; THENCE N12°21'47"W, 159.30 feet; THENCE S77°38'13"W, 42.40 feet; THENCE N12°21'47"W, 192.47 feet; THENCE N33°05'35"W 157.89 feet to a point on a curve to the left; THENCE along said curve having a tangent bearing of N56°54'25"E, a radius of 150.00 feet, a central angle of 53°55'13", an arc distance of 141.76 feet to a point of tangency; THENCE N2°59'12"E, 207.24 feet to a point of curve to the right; THENCE along said curve having a radius of 150.00 feet, a central angle of 90°00'00", an arc distance of 235.62 feet to a point of tangency; THENCE S87°00'48"E, 110.00 feet; THENCE N2°59'12"E, 220.00 feet; THENCE S87°00'48"E, 345.78 feet; THENCE N31°24'59"W, 378.80 feet; THENCE N57°09'59"E, 156.14 feet; THENCE N32°50'01"W, 20.97 feet to the North line of said Section 32; THENCE along the North line of said Section 32, S89°57'34"E, 95.25 feet; THENCE S32°50'01"E, 80.00 feet; THENCE N57°09'59"E, 123.78 feet to the North line of said Section 32; THENCE along the North line of said Section 32 S89°57'34"E, 524.99 feet to the TRUE POINT OF BEGINNING, containing 123.38 acres, more or less.

Exhibit A

BOOK 906 PAGE 401

STATE OF ARIZONA } ss. 2818  
County of Yavapai

I do hereby certify that the within instrument was filed and recorded at request of  
Yavapai Hills Planning Zoning on February 4 A.D. 1975  
at 4:50 o'clock P.M., Book 950, Official Records, Page 697-  
inclusive. Records of Yavapai County, Arizona.

WITNESS my hand and official seal the day and year first above written.

Patsy C. Jenney, County Recorder  
By *Patricia C. Jenney* Deputy



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AMENDED DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS FOR  
RESIDENTIAL LOTS

KNOW ALL MEN BY THESE PRESENTS:

RECITALS

YAVAPAI HILLS, INC., a Delaware corporation, recites

that:

1. It is the owner of that certain parcel of land situated in Yavapai County, Arizona, and more particularly described on Exhibit "A" attached hereto and made a part hereof.
2. On April 16, 1974, a subdivision plat embracing such parcel of land and entitled "Yavapai Hills Unit 1 - Phase 1" was recorded in Book 18 of Maps and Plats, pages 25-31, inclusive, records of the County Recorder of Yavapai County, Arizona.
3. An amended plat of the foregoing subdivision entitled "Yavapai Hills Amended Unit 1 - Phase 1" was recorded on June 4, 1974, in Book 18 of Maps and Plats, pages 35-41, inclusive, records of the County Recorder of Yavapai County, Arizona.

BOOK 950 PAGE 697

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4. On April 16, 1974, an instrument captioned "Declaration of Covenants, Conditions and Restrictions for Residential Lots" was prepared and recorded in Book 906 of Official Records, pages 389-401, inclusive, records of the County Recorder of Yavapai County, Arizona, for the purpose of regulating the use and occupancy of the foregoing subdivision as it then existed.
5. Events occurring subsequent to the recordation of the foregoing plats necessitated the recording of another subdivision plat embracing the same land and also entitled "Yavapai Hills Unit 1 - Phase 1," and such events further rendered the foregoing Declaration of Covenants, Conditions and Restrictions for Residential Lots obsolete and unsuitable to such subdivision as the circumstances now exist.
6. YAVAPAI HILLS, INC. desires to amend the Declaration of Covenants, Conditions and Restrictions for Residential Lots recorded on April 16, 1974, by cancelling and revoking the same and substituting in lieu thereof the Amended Declaration of Covenants, Conditions and Restrictions for Residential Lots herein-after set forth.

NOW, THEREFORE, YAVAPAI HILLS, INC. hereby amends the Declaration of Covenants, Conditions and Restrictions for Residential Lots recorded on April 16, 1974, by cancelling and revoking the same and substituting in lieu thereof the following:

"AMENDED DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
RESIDENTIAL LOTS"

KNOW ALL MEN BY THESE PRESENTS:

YAVAPAI HILLS, INC., a Delaware corporation, is the owner of the following described premises, situated within the County of Yavapai, State of Arizona, to-wit:

Lots 1-22, inclusive, 30-100, inclusive, 102-113, inclusive, 115-146, inclusive, and 148-190, inclusive, Yavapai Hills Unit 1 - Phase 1, a subdivision in Yavapai County, Arizona, according to the plat of record recorded on the 4th day of FEBRUARY, 1976, in Book 18 of Maps and Plats, pages 89 to 95, inclusive, records of the County Recorder of Yavapai County, Arizona.

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YAVAPAI HILLS, INC. will convey such premises subject to certain protective covenants, conditions, restrictions, reservations, easements, liens and charges as hereinafter set forth.

NOW, THEREFORE, YAVAPAI HILLS, INC. hereby declares that all of the lots described above and any other lots to which this Amended Declaration is extended by YAVAPAI HILLS, INC., shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, reservations, easements, liens and charges, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of all the property described in Exhibit "A" and all other property to which this Amended Declaration is extended by YAVAPAI HILLS, INC., and all of which are hereby declared to be for the benefit of the property described in Exhibit "A" and all other property to which this Amended Declaration is extended by YAVAPAI HILLS, INC., and the owners thereof, their heirs, successors, grantees and assigns.

YAVAPAI HILLS, INC. reserves unto itself, for as long as this Amended Declaration remains in force and effect, the right to extend the provisions of this Amended Declaration to any other real property now owned, hereafter acquired or developed by YAVAPAI HILLS, INC., as part of its plan for development of a community known as "Yavapai Hills."

RULES OF CONSTRUCTION:

1. For the purposes of this Amended Declaration, and when not inconsistent with the context:

- 1.1 Words used in the present tense include the future.
- 1.2 Words in the singular include the plural.
- 1.3 Words in the plural include the singular.
- 1.4 The masculine includes the feminine.
- 1.5 The word "shall" is mandatory and not directory.

1.6 The word "may" is directory.

1.7 The particular controls the general.

1.8 Enumeration is not limited.

DEFINITIONS:

2. Unless the context otherwise requires, the following terms, phrases and words shall have the meaning hereinafter given for purposes of this Amended Declaration.

2.1 "Amended Declaration" means this Amended Declaration of Covenants, Conditions and Restrictions for Residential Lots as now constituted or as the same may from time to time be amended in accordance with the provisions hereof.

2.2 "Articles" means the Articles of Incorporation of the Association which are, or will be, filed in the office of the Corporation Commission of the State of Arizona, and as the same may be amended from time to time.

2.3 "Association" means Yavapai Hills Home Owners Association, a non-profit corporation, its successors and assigns, incorporated or that will be incorporated under the laws of the State of Arizona for the purpose of performing the functions and duties enumerated in this Amended Declaration and for such other purposes as set forth in Articles of Incorporation.

2.4 "Board" means the Board of Directors of the Association.

2.5 "By-Laws" means the by-laws adopted by the Association and as the same may be amended from time to time.

2.6 "Committee" means the Architectural Committee or Committees appointed or that will be appointed as hereinafter provided, and as the same may from time to time be appointed.

2.7 "Common Areas and Facilities" means those areas or facilities owned or acquired by the Association or placed under the jurisdiction of the Association, including but not limited to:

2.101 Open spaces.

2.102 Recreational areas.

2.103 Sewage treatment plant sites and equipment.

2.104 Drives.

2.105 Walks.

BOOK 950 PAGE 700

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- 2.106 Guard houses.
- 2.107 Parks.
- 2.108 Lakes.
- 2.109 Picnic areas.
- 2.110 Club houses.
- 2.111 Recreational facilities.
- 2.112 Improvements and personal property used in conjunction with the foregoing.
- 2.8 "Lot" means a residential lot.
- 2.9 "Lot Owner" means the owner or owners of a residential lot.
- 2.10 "Member" means any person, corporation, partnership, joint venture or any other legal entity who is a member of the Association.
- 2.11 "Residential Lot" means Lots 1-22, inclusive, 30-100, inclusive, 102-113, inclusive, 115-146, inclusive, and 148-190, inclusive, Yavapai Hills Unit 1 - Phase 1, a subdivision in Yavapai County, Arizona, according to the plat thereof in Book 18 of Maps and Plats, pages 89 to 95, inclusive, records of the County Recorder of Yavapai County, Arizona, and any other lot or parcel of land to which the provisions of this Amended Declaration have been extended by Yavapai Hills, Inc., as evidenced by an appropriate written instrument executed by Yavapai Hills, Inc., and recorded in the records of the County Recorder of Yavapai County, Arizona.
- 2.12 "Rules and Regulations" means the Rules and Regulations adopted by the Association for the regulation of the Common Areas and Facilities and as the same may from time to time be amended.
- 2.13 "Yavapai Hills, Inc." means the existing corporation, organized under the laws of the State of Delaware, its successors and assigns.

SINGLE FAMILY DWELLING:

- 3. No buildings or structures shall be erected, altered, placed or permitted to remain on any lot other than a single family dwelling, a garage, and any other accessory building customarily found on residential property in a subdivision (but in no event shall there be any barns, mobile

homes, trailers, sheds or shacks). There shall not exist on any lot at any time, more than one single family residence.

**ARCHITECTURAL  
COMMITTEE:**

4. One or more Committees shall be appointed to function as hereinafter provided.

**4.1 Appointment of Committee or Committees**

Each Committee shall consist of three (3) persons, two of whom shall be appointed by Yavapai Hills, Inc., and one of whom shall be appointed by the Board. The persons, and their successors, appointed to a Committee by Yavapai Hills, Inc., shall serve at the discretion of Yavapai Hills, Inc., and in the event such an appointee is removed, resigns, refuses to serve, dies, or is unable to serve for any reason, Yavapai Hills, Inc. shall appoint his successor. The person, and his successors, appointed to each Committee by the Board shall serve at the discretion of the Board, and in the event such appointee is removed, resigns, refuses to serve, dies or is unable to serve for any reason, the Board shall appoint his successor. At such time as shall be designated by Yavapai Hills, Inc., the foregoing power of appointment of Yavapai Hills, Inc. shall be relinquished in favor of the Board, and thereafter the power of appointment for all persons on each Committee shall be exercised by the Board, and all powers, rights and authorities of each such Committee shall be exercised and vested in such Committee as an Association Committee. Yavapai Hills, Inc. may delegate to another corporation, association, or person, its right to appoint persons to each Committee. Until such time as Yavapai Hills, Inc. has relinquished its power of appointment as aforesaid, the number of Committees and the area of authority of each Committee shall be determined by Yavapai Hills, Inc., and thereafter by the Board.

**4.2 Approval of Plans**

No dwelling, building or other structure shall be commenced, erected, or maintained, until the plans and specifications and plot plan, showing the nature, kind, shape, height, materials, floor plans, exterior color scheme, location and approximate cost of such dwelling, building or other structure and the grading of the lot to be built upon, shall have been submitted to and approved by the Committee, and a copy thereof, as finally approved, lodged permanently with the Committee. The Committee shall have the right to refuse to approve any such plans or specifications or grading plans, which are not suitable or desirable, in its opinion, for aesthetic or other reasons, and in so passing upon such plans, specifications and grading plans, it shall have the right to take into con-

consideration the suitability of the proposed dwelling or other structure, the materials of which it is to be built, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the dwelling, building or other structure as planned on the outlook from adjacent or neighboring property. All subsequent additions to or changes or alterations in any dwelling, building or other structure, including exterior color scheme, shall be subject to the prior approval of the Committee. No lot owner or other parties shall have recourse against the Committee for its refusal to approve any such plans and specifications or plot plans, including lawn area and landscaping. The Committee shall not be liable for any structural defects in such plans or specifications, or in any dwelling, building or other structure erected according to such plans and specifications.

**4.3 Request for Approval**

Request for the Committee's approval of such plans and specifications, together with a copy of such plans and specifications and any other information which the Committee may reasonably request, shall be submitted in writing to the Committee at least thirty days prior to the date on which construction is to commence. Within thirty days from receipt of such written request, the Committee shall notify in writing the lot owner making the request of its decision either approving or rejecting the plans and specifications. In the event the Committee rejects the plans and specifications, then and in that event the Committee shall set forth in its notification the reason for rejection thereof. The decision of the Committee shall be final if such lot owner fails to request a hearing in accordance with the procedures outlined in provision 4.5.

**4.4 Failure to Act**

In the event the Committee shall fail to approve or disapprove plans or specifications within thirty days after receipt of the written request, the plans, specifications, and other information requested by the Committee, approval thereof shall be deemed to have been given; provided, however, any dwelling, building or structure embraced by such plans and specifications shall be of masonry or frame construction and the location and size of the dwelling, building or structure shall not be violative of any of the restrictions contained in this Amended Declaration or any applicable law, rule or regulation of any governmental body or agency having jurisdiction thereof.

**4.5 Right of Hearing**

Should the Committee reject or disapprove the plans and specifications as submitted, the lot owner, within fifteen days from the date of written notice of

rejection or disapproval, may request in writing a hearing before the Committee. The Committee, upon receipt of such written request, shall fix the date, time and place of the hearing and shall notify the lot owner in writing of the date, time and place of the hearing at least seven days prior to the hearing date. The date of the hearing shall be fixed no later than thirty days after receipt of the written request for hearing. At the hearing the lot owner shall be afforded the opportunity to be heard and to present evidence, both oral and documentary, concerning the rejection of the plans and specifications. Upon conclusion of the hearing the Committee shall then determine, by majority vote of the persons appointed by the Committee, whether its prior decision concerning the plans and specifications shall be affirmed or reversed. Notice in writing of the Committee's decision shall be mailed to the lot owner within seven days from the date of the hearing. The decision of the Committee shall be final if such lot owner fails to exercise the right of appeal in accordance with the procedures set forth in provision 4.6.

4.6 Right of Appeal

In the event the lot owner is dissatisfied with the decision of the Committee rendered in accordance with provision 4.5, then and in that event the lot owner may appeal such decision to the Board. The right of appeal shall be exercised by the lot owner within fifteen days from the date the Committee mails notice of its decision to the lot owner. The notice of appeal shall be in writing addressed to both the Committee and the Board. The Board, upon receipt of a notice of appeal, shall fix the date, time and place of the hearing on appeal and shall notify in writing the Committee and the lot owner of the date, time and place of the hearing at least seven days prior to the hearing date. The date of the hearing shall be fixed no later than thirty days after receipt of the notice of appeal. At the hearing on appeal both the Committee and the lot owner shall be afforded the opportunity to be heard and to present evidence, both oral and documentary, concerning the rejection of the plans and specifications. Upon conclusion of the hearing on appeal the Board shall then determine, by majority vote of all Directors, whether the decision of the Committee shall be affirmed or reversed. Notice in writing of the Board's decision shall be mailed to the Committee and the lot owner within seven days from the date of the hearing on appeal. The decision of the Board shall be final.

TIME OF CONSTRUCTION  
AND TEMPORARY  
STRUCTURES:

5. Construction on a lot shall be governed by the following:

5.1 Time of Construction

All construction on a lot must be commenced within three months from the date of approval by the Committee of the plans and specifications and all dwellings, buildings or structures shall be completed within six months from commencement of construction; provided, however, the Committee may extend such time when in its opinion conditions warrant such extension. It shall be the responsibility of the lot owner to notify the Committee in writing of the starting and completion dates of construction.

5.2 Temporary Structures

No trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding or any structure of a temporary character on any lot shall at any time be used as a residence, either temporarily or permanently. No temporary dwellings, buildings or structures of any type shall be placed on any lot, except as may be required for storage or watchmen during the period of construction of the dwelling on such lot. Debris resulting from construction of the dwelling unit must be disposed of weekly.

SIZE AND HEIGHT:

6. The size and height of dwellings, buildings or other structures shall be limited as follows:

6.1 Size

No dwelling having less than one thousand (1,000) square feet of heated living area shall be permitted on any lot.

6.2 Height

No dwelling, building or structure on any lot shall be higher than two stories or exceed thirty feet in height.

RESERVATION OF EASEMENTS:

7. With respect to each lot, easements and rights-of-way, as set forth in recorded plats of Yayahal Hills, are hereby reserved unto

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Yavapai Hills, Inc., and its assigns, for construction, installation, and maintenance of water supply lines, sewers, utility lines and drains.

OCCUPANCY OF DWELLING:

8. No lot shall be used for residential purposes prior to the time at least one water flush toilet is installed in the dwelling thereon or prior to the time the dwelling is serviced by water and sewer connections.

DIVISION OF LOTS:

9. No lot shall be subdivided into smaller lots, nor conveyed or encumbered in less than the full original dimensions of such lot, except for purposes of the installation or maintenance of public utilities. Nothing herein contained shall prevent the dedication or conveyance of portions of lots for public utilities, in which event the remaining portion of any such lot shall, for the purpose of this provision, be treated as a whole lot. This restriction or any others contained herein shall not prevent the utilization of two or more contiguous lots having common ownership as a single building site.

PETS:

10. No animals, birds or poultry shall be kept or maintained on any lot, except recognized household pets which may be kept thereon in reasonable numbers as pets for the pleasure and use of the occupants, and not for any commercial use or purpose. This restriction shall not prohibit the establishment by Yavapai Hills, Inc., or the Association, of a stable or stables for use of members of the Association upon a tract or tracts of land which may be set aside specifically for that purpose.

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OBSTRUCTION OF  
EASEMENTS, DITCHES  
OR CULVERTS:

11. No dwelling, building or structure of any kind or nature shall be erected, permitted or maintained on, over or across the easements for utilities or drainage as shown on recorded plats of Yavapai Hills. No lot owner, nor anyone acting under his direction, shall cover, bridge or otherwise interfere with drainage or irrigation ditches or culverts now existing or hereafter installed without the prior express written approval of the Committee.

WEEDS, GARBAGE  
AND TRASH:

12. No weeds, underbrush or other unsightly growths shall be permitted to grow upon any lot. Waste, rubbish and garbage must be kept in suitable containers and must not be allowed to accumulate on any lot and must be removed from each lot in accordance with applicable sanitation regulations. No waste, rubbish or garbage shall be burned or dumped on any lots or any part of Yavapai Hills, except in such places as may be specifically designated and approved for such purposes by the governmental authorities having jurisdiction thereof. Until such time as a garbage refuse collection service is inaugurated, all waste, refuse and garbage shall be deposited in a place designated by the Committee, and when garbage and refuse collection service is inaugurated, each lot owner must use such service. Failure to comply with either this provision 12 or provision 5,2 pertaining to the removal of building debris, automatically grants a right to Yavapai Hills, Inc., its designee, or the Association, to enter upon any lot for purposes of removing waste, rubbish garbage or clearing weeds, underbrush or unsightly growth,

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and all expenses so incurred shall be a charge against the lot, and, until paid, shall constitute a lien upon the lot which may be foreclosed pursuant to the procedures outlined in provision 20.

LANDS RETAINED BY  
YAVAPAI HILLS, INC.:

13. Neither the purchaser of a lot nor any successor in interest thereof shall be deemed to have acquired any proprietary or riparian rights in lands that are retained by Yavapai Hills, Inc., in any improvements on such lands or in any of the lakes, irrigation ditches, or other waterways on such lands.

BUSINESS PROHIBITION  
AND NUISANCES:

14. No residential lot shall be used in whole or in part for any trade, business or commercial purpose. No residential lot shall be used in whole or in part for the storage of any property or object that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any lot be used in such manner that it will emit foul or obnoxious odors, will cause unreasonable noise, or will cause a nuisance.

FENCES AND HEDGES:

15. Except as may be otherwise required by law, no fence shall be erected or maintained on any residential lot. No hedge shall be maintained on any lot which shall unreasonably restrict or block the view from an adjoining lot, or which shall materially impair the continuity of the general landscaping plan of Yavapai Hills. In no event shall any hedge be maintained which shall exceed four feet in height without the prior approval of the Committee.

SIGNS, MAIL BOXES  
AND YARD LIGHTS:

16. No sign or advertisement of any kind, other than name plate signs not to exceed one square foot in area, shall be erected or maintained on the premises without the written approval of the Committee. All owners of lots must use mail boxes and electric or natural gas yard lights, the location and design of which must be approved by the Committee.

RESERVATION AND  
RIGHT OF ACCESS:

17. Right of access to each lot is hereby reserved to Yavapai Hills, Inc., for general improvements of any person's premises or premises of Yavapai Hills, Inc., but such right of access to any lot shall terminate upon commencement of construction on the lot by the owner.

SET BACK  
REQUIREMENTS:

18. All set back requirements for front, back and side yards, and any and all other set back requirements as are now in effect under the provisions of the Planning and Zoning Ordinance of the County of Yavapai, adopted February 5, 1968, as amended February 6, 1973, shall be complied with at all times. In the event such Zoning Ordinance is further amended or is superseded by another zoning ordinance or zoning code of Yavapai County, or any other municipality having jurisdiction thereof, then and in that event the set back requirements of the Planning and Zoning Ordinance of the County of Yavapai, adopted February 5, 1968, as amended February 5, 1973, shall continue to be the set back requirements to be complied with to the extent such requirements are more restrictive than the set back requirements of any such further amendments or superseding zoning ordinances or codes. Notwithstanding anything to the contrary

herein, the Committee shall have the right to permit reasonable modification of the set back requirements where, in the discretion of the Committee, strict enforcement of these set back provisions would work a hardship. However, any such modification shall not be contrary and conflict with the set back requirements of the applicable zoning ordinance, code or other law then in effect, unless the person seeking the modification has obtained from the proper authority having jurisdiction thereof a variance from such zoning ordinance, code or other law that would allow such modification by the Committee, or the Committee may grant the modification conditioned upon the obtaining of such variance. Where two or more lots are acquired as a single building site, the side lot lines shall refer only to the lot lines bordering the adjoining property owners.

TANKS

19. No elevated tanks of any kind shall be erected, placed or permitted upon any lot unless same are kept screened by adequate planting or lattice, which must be approved by the Committee, to conceal the tank from neighboring lots or streets.

YAVAPAI HILLS HOME  
OWNERS ASSOCIATION

20. For the purpose of construction, maintenance and improvement of Common Areas and Facilities and of any and all common community services of every kind and nature required or desired in areas owned, acquired by or under the jurisdiction of the Association for the general benefit and use of members, each and every lot owner, in accepting a deed or contract of purchase for any lot in such premises, agrees to and shall be a member of and be subject to the obligations and duly enacted By-Laws and Rules and Regulations of the Association, and to pay an annual assessment and any special assessment levied against each lot to provide the

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necessary funds for the aforesaid purposes. Such assessment shall be paid promptly when the same becomes due and in the event of failure of a lot owner to pay such assessment promptly when due, for which the lot owner shall be personally liable, the amount of the unpaid assessment shall constitute a lien upon the lot owned by such lot owner. The lien may be enforced in equity, as in the case of a real estate mortgage lien foreclosure, by the Association in accordance with such policies and procedures as the Board may from time to time adopt. The foreclosure judgment shall award to the Association all costs, expenses and reasonable attorney's fees incurred in connection with the foreclosure, such attorney's fees to be fixed by the judge of the court of applicable jurisdiction without use of a jury.

Notwithstanding anything herein to the contrary, membership in the Association shall not be restricted to lot owners. Other persons, corporations, partnerships, joint ventures, or other legal entities entitled to use the common areas and facilities shall or may become members of the Association in accordance with the applicable terms and provisions of the Articles and By-Laws of the Association.

ENFORCEMENT OF COVENANTS:

21. Failure to enforce any of the covenants, conditions and restrictions contained herein shall not, in any event, be construed or held to be a waiver thereof or consent to any further or succeeding breach or violation. Upon breach or threatened breach of such covenants, stipulations or restrictions, or any of them, anyone owning or having an interest in Yavapai Hills Unit 1 - Phase 1, or any other subdivision to which this Amended Declaration has been extended, including the Association, may bring an appropriate action in the

proper court to enjoin or restrain such violation or to compel compliance with such covenants, conditions or restrictions herein contained, or to collect damages or other dues on account thereof. A violation of the covenants, conditions or restrictions shall not affect the lien of any mortgage now of record or hereafter placed of record on any lot or part thereof.

INVALIDATION:

22. The invalidation of any one of these restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

DURATION OF DECLARATION  
OF RESTRICTIONS

23. The aforesaid provisions, covenants, conditions and restrictions, and each and all thereof, shall run with the land and every part thereof, and shall be binding on the owner or owners of any lot until twenty (20) years from the date of recordation of this Amended Declaration, after which they shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to amend or terminate the same in whole or in part.

DEEDS OF CONVEYANCE:

24. Deeds of conveyance of a lot or lots, or any part of lot, may contain the above covenants, conditions and restrictions by reference to this Amended Declaration, but whether or not such reference is made in such deeds, or any thereof, each and all of such covenants, conditions and restrictions shall be binding upon the respective grantees, their heirs, successors and assigns.

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DATE  
DATED this 3 day of February, 1975.

YAVAPAI HILLS, INC., a corporation  
By Aaron W. Weingarten  
Aaron W. Weingarten  
Vice President

STATE OF ARIZONA      }  
COUNTY OF YAVAPAI      } ss.

3rd The foregoing instrument was acknowledged before me this  
day of February, 1975, by Aaron W. Weingarten, Vice Pres-  
ident of Yavapai Hills, Inc., a corporation, on behalf of the corporation.

Miriam R. Graham  
Notary Public



My Commission expires:

May 21, 1976

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**YAVAPAI HILLS UNIT 1 - PHASE 1**

COMMENCING at the N-1/4 corner of Section 32, T14N, R1W, G&SRB&M, Yavapai County, Arizona, which is the TRUE POINT OF BEGINNING. THENCE along the North line of said Section 32, N90°00'00"E 1304.59 feet to a point, said point being the 1/16 corner of Sec. 32; THENCE S1°13'15"W, 1233.89 feet to the North right-of-way line of Arizona State Highway 69; THENCE along said Highway right-of-way S43°24'35"W 169.19 feet; THENCE continuing along said Highway right-of-way S46°19'08"W, 1.05 feet; THENCE continuing along said Highway right-of-way S43°38'43"W 281.54 feet to a point of curve to the left on said Highway right-of-way; THENCE along said curve having a radius of 2183.48 feet, a central angle of 00°38'16", an arc distance of 24.31 feet to a point of tangency on said Highway right-of-way; THENCE continuing along said Highway right-of-way S37°59'45"W 281.54 feet; THENCE S36°33'25"W, 9.02 feet; THENCE S38°13'25"W, 195.88 feet to a point of curve to the right on said Highway right-of-way; THENCE along said curve having a radius of 2764.79 feet, a central angle of 20°32'18", an arc distance of 991.08 feet to the intersection of said Highway right-of-way with the South line of the NW-1/4 of said Section 32; THENCE along said South line of the NW-1/4 of said Section 32 N89°27'19"W, 863.61 feet; THENCE N0°32'41"E, 239.32 feet; THENCE N72°17'29"W, 113.95 feet; THENCE N24°20'05"W, 120.00 feet; THENCE N82°53'51"E, 83.52 feet; THENCE N12°26'36"W, 157.87 feet; THENCE S77°33'24"W, 20.00 feet; THENCE N12°26'36"W, 522.56 feet; THENCE N12°21'47"W, 159.30 feet; THENCE S77°38'13"W, 42.40 feet; THENCE N12°21'47"W, 192.47 feet; THENCE N33°05'35"W 151.89 feet to a point on a curve to the left; THENCE along said curve having a tangent bearing of N56°54'25"E, a radius of 150.00 feet, a central angle of 53°55'13", an arc distance of 141.76 feet to a point of tangency; THENCE N2°59'12"E, 207.24 feet to a point of curve to the right; THENCE along said curve having a radius of 150.00 feet, a central angle of 90°00'00", an arc distance of 235.62 feet to a point of tangency; THENCE S87°00'48"E, 110.00 feet; THENCE N2°59'12"E, 220.00 feet; THENCE S87°00'48"E, 345.78 feet; THENCE N31°24'59"W, 378.80 feet; THENCE N57°09'59"E, 156.14 feet; THENCE N32°50'01"W, 20.97 feet to the North line of said Section 32; THENCE along the North line of said Section 32, S89°57'34"E, 95.25 feet; THENCE S32°50'01"E, 80.00 feet; THENCE N57°09'59"E, 123.78 feet to the North line of said Section 32; THENCE along the North line of said Section 32 S89°57'34"E, 524.99 feet to the TRUE POINT OF BEGINNING.

**Exhibit A**