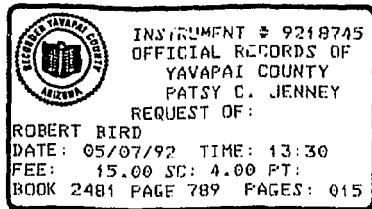


*City of Prescott  
Folder*



DECLARATION OF RESTRICTIONS AND COVENANTS

FOR

BLACKHAWK SUBDIVISION

THIS DECLARATION, made this 5 day of MAY, 1992 by BlackHawk  
Partners, a California Partnership

WHEREAS, BlackHawk Partners is the owner of certain property  
located with the County of Yavapai, State of Arizona, which is  
more particularly described as;

Lots 1 through 65 of BlackHawk, recorded in Book 29, pages  
49 of Maps in the office of the County Recorder of  
said County.

NOW, THEREFORE, the Undersigned owner of the herein above desires  
said property to be conveyed subject to the following  
restrictions, conditions, covenants, charges, and agreements set  
forth in this Declaration, to wit:

1. LAND USE AND BUILDING TYPE:

No lot shall be used except for residential purposes. No  
building shall be erected, altered, placed, or permitted to  
remain on any lot other than one detached single family  
dwelling, which may include patio walls, swimming pool,  
garages, carports, servants' quarters, guest houses,  
ramadas, or other similar residential structures, not to  
exceed two (2) stories in height. No business, commercial  
use, trade, or manufacturing of any nature or description  
shall be carried on or transacted on any portion of said  
property nor shall any part of said premises be used as a  
hospital or sanitarium or other place for hire for the care  
or entertainment of persons suffering from any disease or  
disability whatsoever.

2. LOT OWNERSHIP AND DIMENSIONS:

None of said lots shall be resubdivided into smaller lots  
nor conveyed or encumbered in less than the full original  
dimensions of such lot, except for public utilities,  
provided that this restriction shall not prevent the  
conveyance or encumbrance of adjoining or contiguous lots or  
parts of lots in such a manner as to create parcels of land

*Book 2481 Page 789*

DECLARATION OF RESTRICTION  
PAGE TWO

In a common ownership having the same or a greater street frontage than originally provided and described for any one of the lots, portions of which are so conveyed or unnumbered. Thereafter such part of adjoining or contiguous lots in such common ownership, shall, for the purpose of these restrictions, be considered as one lot. 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.

3. BUILDING ERECTION AND SETBACKS:

No building shall be erected on any area which is reserved for road purposes or is now dedicated for streets or easements, nor upon any area subsequently granted for utility or drainage purposes. No building shall be erected closer than 30 feet of the front property line. The total side lot backs must be at least 30 feet with minimum of 10 feet on one side. Rear set backs must be at least 30 feet. No building or structures shall be moved from other locations on to any lot, and all improvements erected on a lot shall be of new construction. No structure of a temporary nature, except those used by the original developer, such as a trailer, shack, garage, barn, or other out-building, shall be used on any lot at any time, either temporarily or permanently.

4. ARCHITECTURAL CONTROL:

No structure shall be commenced or erected on any of said lots until the design, location, exterior color, floor elevations, and kind of materials to be used and the locations and height of walls and fences and direction of facing of the main residential structure have been approved in writing by Robert Sird and Phillip Larson or assignee who shall act until all said property has been sold thereafter by a committee elected by a majority of the then owners of lots constituting said property. Prior to the sale, all said lots, and in the event of death, resignation or incapacitation of Robert Sird or Phillip Larson their successors in title shall have full power to appoint a new person to act in lieu of such deceased, resigned or incapacitated owner.

2481 - 791

DECLARATION OF RESTRICTIONS  
PAGE THREE

Any of such persons may pass upon the design, location, and kind of materials for the proposed structure. A Landscape design must be submitted with the building blueprints for approval by the Architectural Committee. In the event there is no committee or said committee fails to approve or disapprove a proposed structure within thirty (30) days after written request to do so, then such approval will not be required. In such event, the design, location, and kind of materials of structure to be built on said lots shall be in harmony with existing homes in the immediate vicinity of said property. Log homes, A frames, Geodesic and Underground homes are not permitted.

5. SIZE:

The floor area of the dwelling, exclusive of porches, garages, patios, showroom, or any other similar extensions or projections, shall not be less than 1,400 square feet of livable area, when there is a second story or a basement the ground level is a least 1000 square feet. Each dwelling must provide a double garage. Any variation from these minimum square footages must be in writing by the Architectural Approval Committee.

6. PLANS AND SPECIFICATIONS:

The plans and specifications shall show the design, structural details, materials, finishes, exteriors colors, site location, grades, and dwelling elevations and shall include a site plan of the building site proposed to be improved. A copy of the plans and specifications as finally approved shall be retained in the records of the Committee.

7. SITE PLANS:

Site plans shall show:

1. Locations of all trees over 3 inches in trunk diameter one foot from the ground.
2. Trees to be removed to permit contruction.

book 2481 PAGE 791

DECLARATION OF RESTRICTION  
PAGE FOUR

3. Locations of all easements.
4. Dimensions and bearings of the boundaries of the unit.
5. Existing grades and grade changes.
6. Structures location.
7. Front side and rear set-backs.
8. Driveways and parking areas.

8. FENCES:

There shall be no fencing except for specific purposes such as screening child containment, animal control, or architectural effect. Plans showing the length, height, design, material, finishes, and colors of fences must be submitted to and approved in writing by the Committee.

9. EASEMENTS:

Easements for installation and maintenance of utilities and for drainage facilities have been created as shown on the Plat. Within these easements, or any easements subsequently granted for utilities or drainage purposes, except as may be installed by the original Developer, or permitted in writing by the applicable utility company or governmental authority, no structure, planting or other materials shall be placed or permitted to remain which may interfere with the installation and maintenance of utility facilities. Any easement area upon a lot and all improvements located thereon shall be maintained continuously by the owner of that lot, except for those improvements for which a public authority or utility company is responsible.

2481 792

DECLARATION OF RESTRICTIONS  
PAGE FIVE

10. OBSTRUCTIVE MATERIALS:

Firewood, repair materials, storage, lawn and your tools and equipment, and other temporary or permanent equipment must be screened or stored completely invisible from the streets and other homes. Air conditioners and coolers must not be mounted on the roof unless completely out of site. No visible TV antennas will be allowed. Ham radio towers must be of the electrically or automatically raised type when in use, and lowered from view when not in use.

11. GARAGE:

No garage or other buildings shall be erected on any of said lots until a dwelling house shall be erected. During or after the erection of such dwelling house, the garage or other out-building may be used for non-paying guests or for actual servants or employees of the occupants of the main residential building, provided no such quarters shall be rented or used for income purposes. The garage doors will remain closed at all time except when in use in entering or leaving the premises.

12. DRIVEWAYS WALKS:

All driveways and walkways must be constructed of concrete masonry, or similar materials. No asphalt pavement is allowed unless bordered by a concrete curb of 6 inches wide by 4 inches deep. Gravel driveways will not be permitted.

13. SIGNS:

No advertising signs (except one "For Rent" or "For Sale" sign per lot), billboards, unsightly objects or nuisance items shall be erected, placed, or permitted to remain on any of said lots: nor shall the premises be used in any way which may endanger the health or unreasonably disturb the holder of any lot.

2481 793

DECLARATION OF RESTRICTION  
PAGE SIX

14. NUISANCE:

No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No part of any lot shall be used or occupied injuriously to affect the use, occupation, enjoyment or value of the adjoining premises or the surrounding area where said lot is situated.

15. LIVESTOCK AND POULTRY:

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except a reasonable number of dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

16. LANDSCAPING:

All landscaping shall be completed no later than 1 year from the date of final inspection by the city of Prescott, either by homeowner or if presold by contractor upon completion. Landscape design shall be submitted to and approved by the Architectural Control Committee.

Minimum Landscaping Required

1. 8 trees, Cottonwood, Russian Olive, Siberian Elm are not allowed.
2. 20 shrubs or bushes.
3. Areas disturbed by construction must be protected from erosion.

17. Noise:

Noise caused by improperly muffled vehicles such as cars, motorcycles, etc... will not be permitted.

2481 PAGE 794

DECLARATION OF RESTRICTION  
PAGE SEVEN

18. GARBAGE AND REFUSE DISPOSAL:

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. No substance, animal, thing or material shall be kept or allowed to remain which will emit a foul or obnoxious odor or attract vectors or cause any notice that might disturb the peace, quiet, comfort or serenity of the occupants of the surrounding property. All equipment for the storage or disposal of such waste materials shall be kept in a clean and sanitary condition and shall be enclosed so as not to be visible from any street or any other lot except when placed at the curbing on days regularly scheduled for the purpose of collection.

19. WINDOWS:

Prior to installation of any reflective materials for use on the windows or any portion of the units, approval and consent must be obtained from the Architectural Control Committee. No Windows in the front or side of house shall be covered at any time with aluminum foil, bed sheets, newspapers, etc. Only proper drapes, blinds or shutters will be allowed.

20. LIMITATION OF VEHICLES:

Motorcycles, mopeds, mini-bikes, trail bikes, and other motor vehicles shall not be operated on the property except within the traveled areas of the city streets. All such vehicles shall be equipped with a muffler in good working order and in constant use to prevent excessive or unusual noise. No repair or maintenance work shall be performed on any motor vehicle or other piece of equipment, except wholly inside a garage. Disabled vehicles and equipment shall be stored in a garage or removed from the property. Each owner shall provide adequate paved off-street parking space to accommodate the intended use of the Owner's lot and shall not park or permit others to park on unpaved portions of the lot. Boats, Motor Homes, and trailers are permitted when kept behind the front of the home and parked on concrete or asphalt. Except for permit construction purposes or limited temporary parking for loading or unloading, no commercial vehicles or industrial equipment may be parked on Owner's lot on paved or unpaved parking areas.

2481 795

DECLARATION OF RESTRICTION  
PAGE EIGHT

22. CARE OF PROPERTIES:

All vacant lots in this subdivision shall be at all times kept free of rubbish and litter, as to present a tidy appearance. The yards and grounds in connection with all improved properties shall be at all times kept in a neat condition to any extent sufficient to maintain an appearance not out of keeping with that of typical improved properties in this subdivision. During prolonged absence, owner of said lot agrees he will arrange for the care of the property during such absence.

23. OIL AND MINING OPERATIONS:

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on any lot, nor shall oil wells, tanks, tunnels, Minerals excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

24. TIMELINESS OF CONSTRUCTION:

Any building in this subdivision, the construction of which has been started, shall be completed without delay within one (1) year after obtaining a building permit therefore, and all plans must be approved by the Architectural Control committee, except when such delay is caused by Act of God, Strikes, actual inability of the owner to procure delivery of necessary materials, or by interference by other persons beyond the control of the owner to prevent. Financial inability of the owner or his contractor to secure labor or materials or discharge liens or attachments shall not be deemed a cause beyond his control.

2481 PAGE 796

DECLARATION OF RESTRICTION  
PAGE NINE

25. FIRE:

In the event any home or structure is destroyed or partially destroyed by fire, Act of God, or as a result of any other act or thing, said damage must be repaired and the improvement reconstructed within eighteen (18) months after such damage.

26. SIGHT DISTANCE AT INTERSECTIONS:

No fence, wall hedge, or shrub planting which obstructs sight lines at elevations three (3) feet above the roadways, shall be permitted to remain on any corner lots within the triangular area formed by the street property lines and a line connecting them at points fifty (50) feet from the property lines, or in the case of a rounded property corner from the intersection of the street property lines extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

27. ENFORCEMENT:

The covenants conditions and restrictions contained herein shall run with the land and shall be binding on all persons purchasing or occupying any lot in the subdivision after the date on which this instrument is recorded. In the event of any violation or attempted violation of these covenants, conditions and restrictions, any lot owner or owners in the subdivision at law or in equity to recover damages, to obtain an injunction or to have granted any other right or remedy: provided, however, that any breach of said covenants, conditions and restrictions, or any right of

2481 797

DECLARATION OF RESTRICTION  
PAGE TEN

re-entry by reasons thereof, shall not defeat nor affect the lien of any mortgage or deed of trust made in good faith and for value restrictions shall be binding upon and effective against any owner of a lot whose title thereto is acquired by foreclosure, trustee's sale or otherwise; and provided, also, that the breach of any said covenants, conditions, and restrictions may be enjoined, abated or remedied by appropriate proceedings, notwithstanding the lien or existence of any such mortgage or deed of trust. If any such action is instituted, the prevailing party shall be entitled to recover all costs thereof including a reasonable attorney's fees. All instruments of conveyance of any interest in all or any part of the premises shall contain reference to this instrument and shall be subject to the covenants, conditions and restrictions therein as fully as though the terms and conditions of this instrument were therein set forth in full; provided, however, that the terms contained therein shall be appurtenant to the land whether express reference is made or not. No private agreement of any adjoining property owners shall modify or abrogate any of these restrictive covenants conditions and restrictions.

28. SUBORDINATION:

Nothing contained in this Declaration shall be held to invalidate the lien of any mortgage or Deed of Trust prior to foreclosure, provided, however, that any purchaser at any mortgage foreclosure sale or sale under Deed of Trust shall hold title subject to all the provisions thereof.

29. AMENDED:

This Declaration may be amended by an instrument or counterparts thereof executed and acknowledged by the Owners of at least two-thirds of the lots in the Development. The amendment shall not be effective until the recording of such instrument. BlackHawk Partners reserves the right to amend this Declaration at any time until two-thirds of the lots have been sold.

2481 PAGE 798

DECLARATION OF RESTRICTIONS  
PAGE ELEVEN

30.0 BLACKHAWK SEWER DISTRICT

The purchaser of any lot in BlackHawk Subdivision shall automatically upon becoming the purchaser of such lot, regardless of whether or not said purchaser has completely paid for his lot, and whether or not it shall be so expressed in such agreement or contract, be a member of the BlackHawk Sewer District, herein referred to as "District" shall remain a member of said District until such time as his ownership ceases for any reason. The acceptance of a deed to any of the lots in Blackhawk or the mere acquisition or rental of any of the lots in Blackhawk shall signify that the Rules, By-laws, Regulations and Covenants are accepted and consented to by that person. The administration of the District shall be in accordance with these Restrictions and any By-laws of the District, and all members of the District shall comply with these Covenants, and By-laws, decisions and the resolutions and Rules and Regulations of the District, and failure to comply with the same shall be grounds for action to recover sums due or injunctive relief. The BlackHawk Sewer District shall not be disbanded without the written consent of the Arizona Department of Environmental Quality and Yavapai County or their successor agencies.

30.1 At all meetings of the District, each member shall be entitled to one vote for each lot owned in Blackhawk, which voting right shall be known as the "voting Owner" the majority of the Voting Owners shall be the act of the District. The Voting Owners shall be designated by the record owner or owners by written notice to the District. The designation of a record owner as a voting owner shall be deemed to be automatically revoked (1) upon the sale of the lot at a sheriff's sale or the execution of a deed in lieu of foreclosure or any bona fide first mortgage or the sale of a lot as a result of the exercise of the power of sale under a bona fide first mortgage or deed of trust, (and the successful bidder or purchaser at such sale shall be deemed to be a record owner).(2) Upon transfer of record title to the lot. (3) Upon notice to the District of the death of a voting member. (4) Upon a written instrument delivered to the District by any record owner or owners. Upon the appointment of a receiver by a court of competent jurisdiction in any foreclosure or sale pursuant to a bona fide first mortgage, said receiver shall be deemed the voting owner of the respective lot for the purpose of voting as long as he is legally acting as a receiver. If no voting owner of a lot shall have been designated, or if said designation has been revoked as stated herein, no vote shall be cast in behalf of such lot until the voting owner is designated as provided herein.

BOOK 2481 PAGE 790

DECLARATION OF RESTRICTION  
PAGE TWELVE

30.2 The District shall (1) maintain, operate and otherwise manage the sewer lines located within the road easements of Blackhawk subdivision. (2) not maintain, operate or otherwise manage any sewer lines located outside the road easements of Blackhawk subdivision. (3) not maintain, operate or otherwise manage any sewer lines located on private property or any lot located within the boundary of Blackhawk subdivision. (4) have the right to contract for maintenance with one or more third parties for the operation of the sewer or for furnishing of any such services, provided the District may legally do so.

30.3 Each member of the District shall pay to the District commencing with activation of the District pursuant to Paragraph 30.6 herein a sum equal to his pro rata share of the aggregate of the following, except as herein provided.

- (a) The actual or estimated cost of all repairs replacement, maintenance and cleaning of the main sewer line.
- (b) The actual or estimated cost of public liability insurance or hazard insurance carried by the District if necessary.
- (c) The actual or estimated cost of general administration services and any other overhead of the District.
- (d) The actual or estimated amounts required to pay and discharge all other items of expense which are incident to the ownership of the main sewer line.

Each member's pro rata share thereof shall be determined by multiplying the aggregate thereof by a fraction, the numerator of which shall be one (1) and the denominator of which shall be the sum of the total number of residential lots.

30.4 Invoices for the amounts payable to the District under paragraph 30.3 shall be submitted by the District yearly or at such regular intervals as may be fixed by the Board of Directors. Amounts owed on account of each such invoice shall be delinquent if not paid within thirty (30) days immediately following the date such invoice is deposited in the United States mail, addressed to a member at his address as shown on the records of the District.

2481 PAGE 800

DECLARATION OF RESTRICTIONS  
PAGE THIRTEEN

Amounts owed by a member on account of the assessments provided for in this paragraph shall be secured by a continuing-lien on the members lot. If any such invoice is not paid prior to delinquency and continues unpaid, the District shall have the right to foreclose such lien in the manner prescribed by Arizona law for the foreclosure of a realty mortgage provided an action to foreclosure is filed by the District within 3 years following the date on which the amount sought to be collected shall have become delinquent.  
A member subject to collection or lien foreclosure proceedings hereunder shall be liable for all court costs and reasonable attorney's fees incurred by the District in connection with such delinquent assessment or foreclosure proceedings.

30.5 If any invoice referred to in paragraphs 30.3 and 30.4 should not be paid prior to delinquency, the District to the extent permitted by law, may discontinue furnishing services to the lot owned by the applicable member.

30.6 Blackhawk Partners will be responsible to operate and maintain the main Sewer line until such time as eighty percent (80%) of the total lots in Blackhawk Subdivision have been sold and the documents evidencing the sales recorded, or three(3) years from the recording of these covenants, which ever comes first Blackhawk Partners will convey said Sewer lines to the District. The District shall call a meeting of members for the purpose of taking over the operation, maintenance and improvements of the Sewer lines. The District shall elect by a majority of the votes cast three (3) persons to the Board of Directors of said District, all of whom shall be lot owners in Blackhawk Subdivision, and who shall immediately estimate the expenses necessary to operate, maintain and improve as desired the Sewer line, and shall include an appropriate reserve, and shall assess the members equally for the payment of said expenses and reserve and shall set up all necessary procedures for collection and disbursement of said funds and shall formally adopt the By-Laws which may or may not be in existence at that time.

30.7 Adjacent property owners not a part of Blackhawk Subdivision who wish to hook-up to the Sewer will be permitted to do so under the following conditions (1) BlackHawk Partners or the District will determine a buy-in fee to be paid in advance as allowed by the laws of the state of Arizona (2) applicant will be bound by the same Restrictions and Covenants as contained in paragraphs 30.0 thru 30.8 of this document. (3) Sewer line has sufficient capacity to handle additional homes.

2481 PAGE 801

DECLARATION OF RESTRICTIONS  
PAGE FOURTEEN

30.8 The following sewer grinder pump (or equal) is required for all homes located in BlackHawk Subdivision.

Environment/One  
Model Farrell 210 Series 6

31.0 Blackhawk Partners reserves the right to expand the project through the comparable development of adjacent land and incorporate said expansion land within this Declaration by specific reference thereto. Any such expansion shall be subject to all the terms and conditions of these Restrictions.

32. These covenants are to run with the land and shall be binding on the undersigned and all of its successors in title, interest or possession in all and every part of said premises for twenty-five (25) years, and thereafter said covenants shall be automatically extended for successive periods of ten (10) years, unless and until the owners of two-thirds of the lots affected hereby amend or revoke the same with the written consent of the Arizona Department of Environmental Quality and Yavapai County, or their successors agencies. Said revocation shall be by written instrument duly acknowledged and recorded. All lot owners MUST be members of the Blackhawk Sewer District.

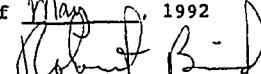
File: 2481 Page: 802

DECLARATION OF RESTRICTIONS  
PAGE FIFTEEN

IN WITNESS WHEREOF, BLACKHAWK PARTNERS, a California Partnership as owner has hereunto caused its Partnership name to be signed by the undersigned General Partner thereunto duly authorized this

5<sup>th</sup> day of May, 1992

By

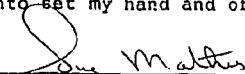
  
Robert Bird,  
BlackHawk Partners General Partner

ACKNOWLEDGEMENT

State of Arizona      )  
                            ) SS  
County of Yavapai    )

On this 5<sup>th</sup> day of May, 1992 before me the undersigned Notary Public did personally appear Robert Bird who acknowledged himself to be a General Partner of BlackHawk Partners, and that he as such officer being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the partnership.

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

  
NOTARY PUBLIC

My commission will expire: My Commission Expires Dec. 31, 1998

2481 PAGE 803

When recorded, mail to:  
Robert BIRD  
2851 Smoketree #33  
PHOENIX, AZ 85301



INSTRUMENT # 9244270  
OFFICIAL RECORDS OF  
YAVAPAI COUNTY  
PATSY C. JENNEY  
REQUEST OF:

ROBERT BIRD  
DATE: 10/14/92 TIME: 13:30  
FEE: 16.00 SC: 4.00 PT: 1.00  
BOOK 2544 PAGE 238 PAGES: 016



**CAPTION HEADING:** Amendments  
Declaration of Restrictions and  
Covenants for  
Black Hawk Subdivision

(THIS FORM FOR RECORDER'S USE ONLY) Book 2544 Page 238

AMENDED

DECLARATION OF RESTRICTIONS AND COVENANTS

FOR

BLACKHAWK SUBDIVISION

THIS DECLARATION, made this 14 day of Oct., 1992 by BlackHawk  
Partners, a California Partnership

WHEREAS, BlackHawk Partners is the owner of certain property  
located with the County of Yavapai, State of Arizona, which is  
more particularly described as;

Lots 1 through 65 of BlackHawk, recorded in Book 29, pages  
49 of Maps in the office of the County Recorder of  
said County.

NOW, THEREFORE, the Undersigned owner of the herein above desires  
said property to be conveyed subject to the following  
restrictions, conditions, covenants, charges, and agreements set  
forth in this Declaration, to wit:

1. LAND USE AND BUILDING TYPE:

No lot shall be used except for residential purposes. No  
building shall be erected, altered, placed, or permitted to  
remain on any lot other than one detached single family  
dwelling, which may include patio walls, swimming pool,  
garages, carports, servants' quarters, guest houses,  
ramadas, or other similar residential structures, not to  
exceed two (2) stories in height. No business, commercial  
use, trade, or manufacturing of any nature or description  
shall be carried on or transacted on any portion of said  
property nor shall any part of said premises be used as a  
hospital or sanitarium or other place for hire for the care  
or entertainment of persons suffering from any disease or  
disability whatsoever.

2. LOT OWNERSHIP AND DIMENSIONS:

None of said lots shall be resubdivided into smaller lots  
nor conveyed or encumbered in less than the full original  
dimensions of such lot, except for public utilities,  
provided that this restriction shall not prevent the  
conveyance or encumbrance of adjoining or contiguous lots or  
parts of lots in such a manner as to create parcels of land

DECLARATION OF RESTRICTION  
PAGE TWO

in a common ownership having the same or a greater street frontage than originally provided and described for any one of the lots, portions of which are so conveyed or encumbered. Thereafter such part of adjoining or contiguous lots in such common ownership, shall, for the purpose of these restrictions, be considered as one lot. 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.

3. BUILDING ERECTION AND SETBACKS:

No building shall be erected on any area which is reserved for road purposes or is now dedicated for streets or easements, nor upon any area subsequently granted for utilities or drainage purposes. No building shall be erected closer than 30 feet of the front property line. The total side set backs must be at least 30 feet with minimum of 10 feet on one side. Rear set backs must be at least 30 feet. No building or structures shall be moved from other locations on to any lot, and all improvements erected on a lot shall be of new construction. No structure of a temporary nature, except those used by the original Developer, such as a trailer, shack, garage, barn, or other out-building, shall be used on any lot at any time, either temporarily or permanently.

4. ARCHITECTURAL CONTROL:

No structure shall be commenced or erected on any of said lots until the design, location, exterior color, floor elevations, and kind of materials to be used and the locations and height of walls and fences and direction of facing of the main residential structure have been approved in writing by Robert Bird and Phillip Larson or assignee who shall act until all said property has been sold: thereafter by a committee elected by a majority of the then owners of lots constituting said property. Prior to the sale, all said lots, and in the event of death, resignation or incapacitation of Robert Bird or Phillip Larson their successors in title shall have full power to appoint a new person to act in lieu of such deceased, resigned or incapacitated owner.

BOOK 2544 PAGE 240

DECLARATION OF RESTRICTIONS  
PAGE THREE

Any of such persons may pass upon the design, location, and kind of materials for the proposed structure. A Landscape design must be submitted with the building blueprints for approval by the Architectural Committee. In the event there is no committee or said committee fails to approve or disapprove a proposed structure within thirty (30) days after written request to do so, then such approval will not be required. In such event, the design, location, and kind of materials of structure to be built on said lots shall be in harmony with existing homes in the immediate vicinity of said property. Log homes, A frames, Geodesic and Underground homes are not permitted.

5. SIZE:

The floor area of the dwelling, exclusive of porches, garages, patios, showroom, or any other similar extensions or projections, shall not be less than 1,400 square feet of livable area, when there is a second story or a basement the ground level is a least 1000 square feet. Each dwelling must provide a double garage. Any variation from these minimum square footages must be in writing by the Architectural Approval Committee.

6. PLANS AND SPECIFICATIONS:

The plans and specifications shall show the design, structural details, materials, finishes, exteriors colors, site location, grades, and dwelling elevations and shall include a site plan of the building site proposed to be improved. A copy of the plans and specifications as finally approved shall be retained in the records of the Committee.

7. SITE PLANS:

Site plans shall show:

1. Locations of all trees over 3 inches in trunk diameter one foot from the ground.
2. Trees to be removed to permit contruction.

2544 PAGE 241

DECLARATION OF RESTRICTION  
PAGE FOUR

3. Locations of all easements.
4. Dimensions and bearings of the boundaries of the unit.
5. Existing grades and grade changes.
6. Structures location.
7. Front side and rear set-backs.
8. Driveways and parking areas.

8. FENCES:

There shall be no fencing except for specific purposes such as screening child containment, animal control, or architectural effect. Plans showing the length, height, design, material, finishes, and colors of fences must be submitted to and approved in writing by the Committee.

9. EASEMENTS:

Easements for installation and maintenance of utilities and for drainage facilities have been created as shown on the Plat. Within these easements, or any easements subsequently granted for utilities or drainage purposes, except as may be installed by the original Developer, or permitted in writing by the applicable utility company or governmental authority, no structure, planting or other materials shall be placed or permitted to remain which may interfere with the installation and maintenance of utility facilities. Any easement area upon a lot and all improvements located thereon shall be maintained continuously by the owner of that lot, except for those improvements for which a public authority or utility company is responsible.

2544 PAGE 242

DECLARATION OF RESTRICTIONS  
PAGE FIVE

10. OBSTRUCTIVE MATERIALS:

Firewood, repair materials, storage, lawn and your tools and equipment, and other temporary or permanent equipment must be screened or stored completely invisible from the streets and other homes. Air conditioners and coolers must not be mounted on the roof unless completely out of site. No visible TV antennas will be allowed. Ham radio towers must be of the electrically or automatically raised type when in use, and lowered from view when not in use.

11. GARAGE:

No garage or other buildings shall be erected on any of said lots until a dwelling house shall be erected. During or after the erection of such dwelling house, the garage or other out-building may be used for non-paying guests or for actual servants or employees of the occupants of the main residential building, provided no such quarters shall be rented or used for income purposes. The garage doors will remain closed at all time except when in use in entering or leaving the premises.

12. DRIVEWAYS WALKS:

All driveways and walkways must be constructed of concrete masonry, or similar materials. No asphalt pavement is allowed unless bordered by a concrete curb of 6 inches wide by 4 inches deep. Gravel driveways will not be permitted.

13. SIGNS:

No advertising signs (except one "For Rent" or "For Sale" sign per lot), billboards, unsightly objects or nuisance items shall be erected, placed, or permitted to remain on any of said lots: nor shall the premises be used in any way which may endanger the health or unreasonably disturb the holder of any lot.

DECLARATION OF RESTRICTION  
PAGE SIX

14. NUISANCE:

No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No part of any lot shall be used or occupied injuriously to affect the use, occupation, enjoyment or value of the adjoining premises or the surrounding area where said lot is situated.

15. LIVESTOCK AND POULTRY:

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except a reasonable number of dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

16. LANDSCAPING:

All landscaping shall be completed no later than 1 year from the date of final inspection by the city of Prescott, either by homeowner or if presold by contractor upon completion. Landscape design shall be submitted to and approved by the Architectural Control Committee.

Minimum Landscaping Required

1. 8 trees, Cottonwood, Russian Olive, Siberian Elm are not allowed.
2. 20 shrubs or bushes.
3. Areas disturbed by construction must be protected from erosion.

17. Noise:

Noise caused by improperly muffled vehicles such as cars, motorcycles, etc... will not be permitted.

2544 PAGE 244

DECLARATION OF RESTRICTION  
PAGE SEVEN

18. GARBAGE AND REFUSE DISPOSAL:

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. No substance, animal, thing or material shall be kept or allowed to remain which will emit a foul or obnoxious odor or attract vectors or cause any notice that might disturb the peace, quiet, comfort or serenity of the occupants of the surrounding property. All equipment for the storage or disposal of such waste materials shall be kept in a clean and sanitary condition and shall be enclosed so as not to be visible from any street or any other lot except when placed at the curbing on days regularly scheduled for the purpose of collection.

19. WINDOWS:

Prior to installation of any reflective materials for use on the windows or any portion of the units, approval and consent must be obtained from the Architectural Control Committee. No Windows in the front or side of house shall be covered at any time with aluminum foil, bed sheets, newspapers, etc. Only proper drapes, blinds or shutters will be allowed.

20. LIMITATION OF VEHICLES:

Motorcycles, mopeds, mini-bikes, trail bikes, and other motor vehicles shall not be operated on the property except within the traveled areas of the city streets. All such vehicles shall be equipped with a muffler in good working order and in constant use to prevent excessive or unusual noise. No repair or maintenance work shall be performed on any motor vehicle or other piece of equipment, except wholly inside a garage. Disabled vehicles and equipment shall be stored in a garage or removed from the property. Each owner shall provide adequate paved off-street parking space to accommodate the intended use of the Owner's lot and shall not park or permit others to park on unpaved portions of the lot. Boats, Motor Homes, and trailers are permitted when kept behind the front of the home and parked on concrete or asphalt. Except for permit construction purposes or limited temporary parking for loading or unloading, no commercial vehicles or industrial equipment may be parked on Owner's lot on paved or unpaved parking areas.

DECLARATION OF RESTRICTION  
PAGE EIGHT

22. CARE OF PROPERTIES:

All vacant lots in this subdivision shall be at all times kept free of rubbish and litter, as to present a tidy appearance. The yards and grounds in connection with all improved properties shall be at all times kept in a neat condition to any extent sufficient to maintain an appearance not out of keeping with that of typical improved properties in this subdivision. During prolonged absence, owner of said lot agrees he will arrange for the care of the property during such absence.

23. OIL AND MINING OPERATIONS:

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on any lot, nor shall oil wells, tanks, tunnels, Minerals excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

24. TIMELINESS OF CONSTRUCTION:

Any building in this subdivision, the construction of which has been started, shall be completed without delay within one (1) year after obtaining a building permit therefore, and all plans must be approved by the Architectural Control committee, except when such delay is caused by Act of God, Strikes, actual inability of the owner to procure delivery of necessary materials, or by interference by other persons beyond the control of the owner to prevent. Financial inability of the owner or his contractor to secure labor or materials or discharge liens or attachments shall not be deemed a cause beyond his control.

DECLARATION OF RESTRICTION  
PAGE NINE

25. FIRE:

In the event any home or structure is destroyed or partially destroyed by fire, Act of God, or as a result of any other act or thing, said damage must be repaired and the improvement reconstructed within eighteen (18) months after such damage.

26. SIGHT DISTANCE AT INTERSECTIONS:

No fence, wall hedge, or shrub planting which obstructs sight lines at elevations three (3) feet above the roadways, shall be permitted to remain on any corner lots within the triangular area formed by the street property lines and a line connecting them at points fifty (50) feet from the property lines, or in the case of a rounded property corner from the intersection of the street property lines extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

27. ENFORCEMENT:

The covenants conditions and restrictions contained herein shall run with the land and shall be binding on all persons purchasing or occupying any lot in the subdivision after the date on which this instrument is recorded. In the event of any violation or attempted violation of these covenants, conditions and restrictions, any lot owner or owners in the subdivision at law or in equity to recover damages, to obtain an injunction or to have granted any other right or remedy: provided, however, that any breach of said covenants, conditions and restrictions, or any right of

DECLARATION OF RESTRICTION  
PAGE TEN

re-entry by reasons thereof, shall not defeat nor affect the lien of any mortgage or deed of trust made in good faith and for value restrictions shall be binding upon and effective against any owner of a lot whose title thereto is acquired by foreclosure, trustee's sale or otherwise: and provided, also, that the breach of any said covenants, conditions, and restrictions may be enjoined, abated or remedied by appropriate proceedings, notwithstanding the lien or existence of any such mortgage or deed of trust. If any such action is instituted, the prevailing party shall be entitled to recover all costs thereof including a reasonable attorney's fees. All instruments of conveyance of any interest in all or any part of the premises shall contain reference to this instrument and shall be subject to the covenants, conditions and restrictions therein as fully as though the terms and conditions of this instrument were therein set forth in full: provided, however, that the terms contained therein shall be appurtenant to the land whether express reference is made or not. No private agreement of any adjoining property owners shall modify or abrogate any of these restrictive covenants conditions and restrictions.

28. SUBORDINATION:

Nothing contained in this Declaration shall be held to invalidate the lien of any mortgage or Deed of Trust prior to foreclosure, provided, however, that any purchaser at any mortgage foreclosure sale or sale under Deed of Trust shall hold title subject to all the provisions thereof.

29. AMENDED:

This Declaration may be amended by an instrument or counterparts thereof executed and acknowledged by the Owners of at least two-thirds of the lots in the Development. The amendment shall not be effective until the recording of such instrument. BlackHawk Partners reserves the right to amend this Declaration at any time until two-thirds of the lots have been sold.

DECLARATION OF RESTRICTIONS  
PAGE ELEVEN

30.0 BLACKHAWK HOMEOWNERS ASSOCIATION

The purchaser of any lot in BlackHawk Subdivision shall automatically upon becoming the purchaser of such lot, regardless of whether or not said purchaser has completely paid for his lot, and whether or not it shall be so expressed in such agreement or contract, be a member of the BlackHawk Homeowner Assoc. herein referred to as "Association" shall remain a member of said Association until such time as his ownership ceases for any reason. The acceptance of a deed to any of the lots in Blackhawk or the mere acquisition or rental of any of the lots in Blackhawk shall signify that the Rules, By-laws, Regulations and Covenants are accepted and consented to by that person. The administration of the Association shall be in accordance with these Restrictions and any By-laws of the Association, and all members of the Association shall comply with these Covenants, and By-laws, decisions and the resolutions and Rules and Regulations of the Association, and failure to comply with the same shall be grounds for action to recover sums due or injunctive relief. The BlackHawk Homeowners Assoc. shall not be disbanded without the written consent of the Arizona Department of Environmental Quality and Yavapai County or their successor agencies.

30.1 At all meetings of the Association, each member shall be entitled to one vote for each lot owned in Blackhawk, which voting right shall be known as the "voting Owner" the majority of the Voting Owners shall be the act of the Association. The Voting Owners shall be designated by the record owner or owners by written notice to the . The designation of a record owner as a voting owner shall be deemed to be automatically revoked (1) upon the sale of the lot at a sheriff's sale or the execution of a deed in lieu of foreclosure or any bona fide first mortgage or the sale of a lot as a result of the exercise of the power of sale under a bona fide first mortgage or deed of trust, (and the successful bidder or purchaser at such sale shall be deemed to be a record owner).(2) Upon transfer of record title to the lot. (3) Upon notice to the Association of the death of a voting member. (4) Upon a written instrument delivered to the Association by any record owner or owners. Upon the appointment of a receiver by a court of competent jurisdiction in any foreclosure or sale pursuant to a bona fide first mortgage, said receiver shall be deemed the voting owner of the respective lot for the purpose of voting as long as he is legally acting as a receiver. If no voting owner of a lot shall have been designated, or if said designation has been revoked as stated herein, no vote shall be cast in behalf of such lot until the voting owner is designated as provided herein.

DECLARATION OF RESTRICTION  
PAGE TWELVE

30.2 The Association shall (1) maintain, operate and otherwise manage the sewer lines located within the road easements of Blackhawk subdivision. (2) not maintain, operate or otherwise manage any sewer lines located outside the road easements of Blackhawk subdivision. (3) not maintain, operate or otherwise manage any sewer lines located on private property or any lot located within the boundary of Blackhawk subdivision. (4) have the right to contract for maintenance with one or more third parties for the operation of the sewer or for furnishing of any such services, provided the Association may legally do so.

30.3 Each member of the Assoc. shall pay to the Association commencing with activation of the Association pursuant to Paragraph 30.6 herein a sum equal to his pro rata share of the aggregate of the following, except as herein provided.

- (a) The actual or estimated cost of all repairs replacement, maintenance and cleaning of the main sewer line.
- (b) The actual or estimated cost of public liability insurance or hazard insurance carried by the Association if necessary.
- (c) The actual or estimated cost of general administration services and any other overhead of the Association.
- (d) The actual or estimated amounts required to pay and discharge all other items of expense which are incident to the ownership of the main sewer line.

Each member's pro rata share thereof shall be determined by multiplying the aggregate thereof by a fraction, the numerator of which shall be one (1) and the denominator of which shall be the sum of the total number of residential lots.

30.4 Invoices for the amounts payable to the Association under paragraph 30.3 shall be submitted by the Association yearly or at such regular intervals as may be fixed by the Board of Directors. Amounts owed on account of each such invoice shall be delinquent if not paid within thirty (30) days immediately following the date such invoice is deposited in the United States mail, addressed to a member at his address as shown on the records of the Association.

DECLARATION OF RESTRICTIONS  
PAGE THIRTEEN

Amounts owed by a member on account of the assessments provided for in this paragraph shall be secured by a continuing-lien on the members lot. If any such invoice is not paid prior to delinquency and continues unpaid, the Association shall have the right to foreclosure such lien in the manner prescribed by Arizona law for the foreclosure of a realty mortgage provided an action to foreclosure is filed by the Association within 3 years following the date on which the amount sought to be collected shall have become delinquent. A member subject to collection or lien foreclosure proceedings hereunder shall be liable for all court costs and reasonable attorney's fees incurred by the Association in connection with such delinquent assessment or foreclosure proceedings.

30.5 If any invoice referred to in paragraphs 30.3 and 30.4 should not be paid prior to delinquency, the Association to the extent permitted by law, may discontinue furnishing services to the lot owned by the applicable member.

30.6 Blackhawk Partners will be responsible to operate and maintain the main Sewer line until such time as eighty percent (80%) of the total lots in Blackhawk Subdivision have been sold and the documents evidencing the sales recorded, or three(3) years from the recording of these covenants, which ever comes first Blackhawk Partners will convey said Sewer lines to the Association. The Association shall call a meeting of members for the purpose of taking over the operation, maintenance and improvements of the Sewer lines. The Association shall elect by a majority of the votes cast three (3) persons to the Board of Directors of said Association, all of whom shall be lot owners in BlackHawk Subdivision, and who shall immediately estimate the expenses necessary to operate, maintain and improve as desired the Sewer line, and shall include an appropriate reserve, and shall assess the members equally for the payment of said expenses and reserve and shall set up all necessary procedures for collection and disbursement of said funds and shall formally adopt the By-Laws which may or may not be in existence at that time.

30.7 Adjacent property owners not a part of BlackHawk Subdivision who wish to hook-up to the Sewer will be permitted to do so under the following conditions (1) BlackHawk Partners will determine a Buy-in fee to be paid in advance as allowed by the laws of the State of Arizona.

DECLARATION OF RESTRICTIONS  
PAGE FOURTEEN

(2) applicant will be bound by the same Restrictions and Covenants as contained in paragraphs 30.0 thru 30.8 of this document. (3) Sewer line has sufficient capacity to handle additional homes. (4) Buy-in fee mentioned in condition (1) is paid to BlackHawk Partners as compensation for construction of sewer line.

30.8 The following sewer grinder pump (or equal) is required for all homes located in BlackHawk Subdivision.

Myers 2 HP Residential  
Grinder Pump Rail System Package

31.0 Blackhawk Partners reserves the right to expand the project through the comparable development of adjacent land and incorporate said expansion land within this Declaration by specific reference thereto. Any such expansion shall be subject to all the terms and conditions of these Restrictions.

32. These covenants are to run with the land and shall be binding on the undersigned and all of its successors in title, interest or possession in all and every part of said premises for twenty-five (25) years, and thereafter said covenants shall be automatically extended for successive periods of ten (10) years, unless and until the owners of two-thirds of the lots affected hereby amend or revoke the same with the written consent of the Arizona Department of Environmental Quality and Yavapai County, or their successors agencies. Said revocation shall be by written instrument duly acknowledged and recorded. All lot owners MUST be members of the Blackhawk HomeOwners Association.

2544 PAGE 252

DECLARATION OF RESTRICTIONS  
PAGE FIFTEEN

AMENDED DECLARATION

This Amended Declaration is being recorded  
for the purpose of Amending that certain  
Declaration of Restrictions and Covenants for  
BlackHawk Subdivision Dated May 5, 1992 and  
recorded on May 7, 1992 in the Office of  
Yavapai County Recorder, Book 2481 Page 789  
Pages 15.

IN WITNESS WHEREOF, BLACKHAWK PARTNERS, a California Partnership  
as owner has hereunto caused its Partnership name to be signed by  
the undersigned General Partner thereunto duly authorized this  
14 day of Oct, 1992

By Robert Bird  
Robert Bird,  
BlackHawk Partners General Partner

ACKNOWLEDGEMENT

SEAL

State of Arizona )  
 ) SS  
County of Yavapai )

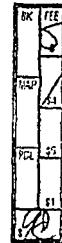
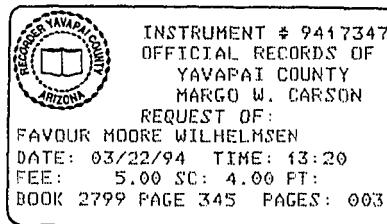
On this 14 day of Oct, 1992 before me the undersigned  
Notary Public did personally appear Robert Bird who acknowledged  
himself to be a General Partner of BlackHawk Partners, and that  
he as such officer being authorized so to do, executed the  
foregoing instrument for the purpose therein contained by  
signing the name of the partnership.

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

Linda Clarke  
NOTARY PUBLIC

My commission will expire: My Commission Expires Nov. 27, 1992

BOOK 2544 PAGE 253



**SECOND AMENDMENT TO  
DECLARATION OF RESTRICTIONS AND COVENANTS  
FOR  
BLACKHAWK SUBDIVISION**

This Second Amendment to Declaration of Restrictions and Covenants for Blackhawk Subdivision is made this 18<sup>th</sup> day of March, 1994 by Blackhawk Partners, a California Partnership.

WHEREAS, on May 5, 1992 Blackhawk Partners made and executed that Declaration of Restrictions and Covenants for Blackhawk Subdivision which instrument was recorded in the office of the Yavapai County Recorder on May 7, 1992 in Book 2481 of official records at page 789 (Instrument No. 9218745) hereinafter referred to as "Restrictions", and

WHEREAS, on October 14, 1992 Blackhawk Partners made and executed that Amended Declaration of Restrictions and Covenants for Blackhawk Subdivision which instrument was recorded in the office of the Yavapai County Recorder on October 14, 1992 in Book 2544 of official records at page 238 (Instrument No. 9244270) hereinafter referred to as "Amended Restrictions", and

WHEREAS, Blackhawk Partners intend by the execution and recordation hereof to amend paragraph 3 of the Restrictions and the Amended Restrictions, and

WHEREAS, two-thirds of the lots in Blackhawk Subdivision have not been sold as of the date hereof and therefore Blackhawk Partners have the reserved right to execute this amendment under paragraph 29 of the Restrictions and the Amended Restrictions.

BOOK 2799 PAGE 345

NOW, THEREFORE, paragraph 3 of the Restrictions and the Amended Restrictions is hereby amended in its entirety to read as follows:

3. BUILDING ERECTION AND SETBACKS:

No building shall be erected on any area which is reserved for road purposes or is now dedicated for streets or easements, nor upon any area subsequently granted for utilities or drainage purposes. No building shall be erected closer than 25 feet to the front property line. Side set backs must be a minimum of 7 feet from the eaves to the property line. However, corner lots must have a minimum side set back of 15 feet on the side facing the corner. Rear set backs must be at least 25 feet from the property line or fence, whichever is closest to the structure. No building or structures shall be moved from other locations on to any lot, and all improvements erected on a lot shall be of new construction. No structure of a temporary nature, except those used by the original Developer, such as a trailer, shack, garage, barn, or other out-building, shall be used on any lot at any time, either temporarily or permanently.

Except as is provided above, this amendment shall not affect any other term or provision set forth in the Restrictions and the Amended Restrictions.

IN WITNESS WHEREOF, BLACKHAWK PARTNERS, a California Partnership has caused its Partnership name to be signed by the undersigned General Partner this 18<sup>th</sup> day of March, 1994.

BLACKHAWK PARTNERS

By:   
Brad Hixson  
Its Authorized Agent

STATE OF CALIFORNIA )  
County of San Diego ) ss.  
                          )

On \_\_\_\_\_, 1994 before me, \_\_\_\_\_, Notary Public,  
personally appeared Brad Hixson personally known to me as a corporate officer of Blackhawk  
Partners.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary

SEE ATTACHED FOR SIGNED ACKNOWLEDGMENT

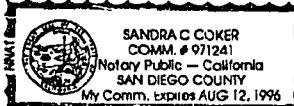
- 2 -

BOOK 2799 PAGE 346

SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS AND COVENANTS  
FOR BLACKHAWK SUBDIVISION

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

No. 5193

State of California }  
County of San Diego }  
On 3-18-94 before me, Sandra C. Coker, Notary Public  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"  
personally appeared Brad Hixson NAME(S) OF SIGNER(S)  
 personally known to me - OR -  proved to me on the basis of satisfactory evidence  
to be the person(s) whose name(s) is/are  
subscribed to the within instrument and ac-  
knowledged to me that he/she/they executed  
the same in his/her/their authorized  
capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s),  
or the entity upon behalf of which the  
person(s) acted, executed the instrument.  
  


SANDRA C. COKER  
COMM. # 971241  
Notary Public - California  
SAN DIEGO COUNTY  
My Comm. expires AUG 12, 1996

WITNESS my hand and official seal.  
Sandra C. Coker  
SIGNATURE OF NOTARY

THIS CERTIFICATE MUST BE ATTACHED TO  
THE DOCUMENT DESCRIBED AT RIGHT:  
Though the data requested here is not required by law,  
it could prevent fraudulent reattachment of this form.

OPTIONAL SECTION  
TITLE OR TYPE OF DOCUMENT Amendment Declaration  
NUMBER OF PAGES 2 DATE OF DOCUMENT 3-18-94  
SIGNER(S) OTHER THAN NAMED ABOVE

**OPTIONAL SECTION**

**CAPACITY CLAIMED BY SIGNER**

Though statute does not require the Notary to  
fill in the data below, doing so may prove  
invaluable to persons relying on the document.

INDIVIDUAL  
 CORPORATE OFFICER(S)  
  
 PARTNER(S)  LIMITED  
 GENERAL  
 ATTORNEY-IN-FACT  
 TRUSTEE(S)  
 GUARDIAN/CONSERVATOR  
 OTHER: Authorized Agent

**SIGNER IS REPRESENTING:**

NAME OF PERSON(S) OR ENTITY(IES)  
Brad Hixson  
Partners

©1993 NATIONAL NOTARY ASSOCIATION • 8236 Remmet Ave., P.O. Box 7184 • Canoga Park, CA 91309-7184

Favour Moore  
filed

RECORDS YAVAPAI COUNTY  
ARIZONA

INSTRUMENT #	9504177
OFFICIAL RECORDS OF	
YAVAPAI COUNTY	
MARCO W. CARSON	
REQUEST OF:	
FAVOUR MOORE ET AL	
DATE: 01/25/95	TIME: 14:45
FEE: 5.00	SC: 4.00
BOOK 2961	PAGE 815
PAGES: 004	

THIRD AMENDMENT TO  
DECLARATION OF RESTRICTIONS AND COVENANTS  
FOR  
BLACKHAWK SUBDIVISION

This Third Amendment to Declaration of Restrictions and Covenants for Blackhawk Subdivision is made this 20<sup>th</sup> day of January, 1995 by Blackhawk Partners, a California Partnership.

BY	EE
5	5
MAP	44
PCL	35
3	9

cl

WHEREAS, on May 5, 1992 Blackhawk Partners made and executed that Declaration of Restrictions and Covenants for Blackhawk Subdivision which instrument was recorded in the office of the Yavapai County Recorder on May 7, 1992 in Book 2481 of official records at page 789 (Instrument No. 9218745) hereinafter referred to as "Restrictions", and

WHEREAS, on October 14, 1992 Blackhawk Partners made and executed that Amended Declaration of Restrictions and Covenants for Blackhawk Subdivision which instrument was recorded in the office of the Yavapai County Recorder on October 14, 1992 in Book 2544 of official records at page 238 (Instrument No. 9244270) hereinafter referred to as "Amended Restrictions", and

WHEREAS, on March 18, 1994 Blackhawk Partners made and executed that Second Amendment to Declaration of Restrictions and Covenants for Blackhawk Subdivision which instrument was recorded in the office of the Yavapai County Recorder on March 22, 1994 in Book 2799 of official records at page 345 (Instrument No. 9417347) hereinafter referred to as "Amended Restrictions", and

BOOK 2961 PAGE 815

WHEREAS, Blackhawk Partners intend by the execution and recordation hereof to amend paragraph 3 of the Restrictions and the Amended Restrictions, and

WHEREAS, two-thirds of the lots in Blackhawk Subdivision have not been sold as of the date hereof and therefore Blackhawk Partners have the reserved right to execute this amendment under paragraph 29 of the Restrictions and the Amended Restrictions.

NOW, THEREFORE, paragraph 3 of the Restrictions and the Amended Restrictions is hereby amended in its entirety to read as follows:

3. BUILDING ERECTION AND SETBACKS:

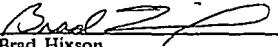
No building shall be erected on any area which is reserved for road purposes or is now dedicated for streets or easements, nor upon any area subsequently granted for utilities or drainage purposes. No building shall be erected closer than 25 feet to the front property line. A variance to erect a building closer than 25 feet to the front property line due to slope conditions may be granted by 1) obtaining City of Prescott approval and 2) by obtaining written approval from Robert Bird and Phillip Larson or assignee who shall act until all said property has been sold; thereafter by a committee elected by a majority of the then owners of lots constituting said property. Prior to the sale of all said lots, and in the event of death, resignation or incapacitation of Robert Bird or Phillip Larson, their successors in title shall have full power to appoint a new person to act in lieu of such deceased, resigned or incapacitated owner. Side set backs must be a minimum of 7 feet from the eaves to the property line. However, corner lots must have a minimum side set back of 15 feet on the side facing the corner. Rear set backs must be at least 25 feet from the property line or fence, whichever is closest to the structure. No building or structures shall be moved from other locations on to any lot, and all improvements erected on a lot shall be of new construction. No structure of a temporary nature, except those used by the original Developer, such as a trailer, shack, garage, barn, or other out-building, shall be used on any lot at any time, either temporarily or permanently.

Except as is provided above, this amendment shall not affect any other term or provision set forth in the Restrictions and the Amended Restrictions.

BOOK 2961 PAGE 816

IN WITNESS WHEREOF, BLACKHAWK PARTNERS, a California Partnership has caused its Partnership name to be signed by the undersigned General Partner this 20<sup>th</sup> day of January, 1995.

BLACKHAWK PARTNERS

By:   
Brad Hixson  
Its Authorized Agent

SEE BELOW FOR NOTARY ACKNOWLEDGEMENT

BOOK 2961 PAGE 817

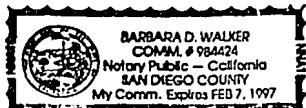
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

No 5907

State of California  
County of San DiegoOn 1-23-95 before me, Barbara D. Walker,  
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

personally appeared \_\_\_\_\_

(NAME(S) OF SIGNER(S))

 personally known to me - OR -  proved to me on the basis of satisfactory evidence  
to be the person(s) whose name(s) is/are  
subscribed to the within instrument and ac-  
knowledged to me that he/she/they executed  
the same in his/her/their authorized  
capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s),  
or the entity upon behalf of which the  
person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Barbara D. Walker  
SIGNATURE OF NOTARY**OPTIONAL**Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent  
fraudulent reattachment of this form.**CAPACITY CLAIMED BY SIGNER**

INDIVIDUAL  
 CORPORATE OFFICER

\_\_\_\_\_  
TITLE(S)

PARTNER(S)  LIMITED  
 ATTORNEY-IN-FACT  GENERAL  
 TRUSTEE(S)  
 GUARDIAN/CONSERVATOR  
 OTHER: \_\_\_\_\_

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)**DESCRIPTION OF ATTACHED DOCUMENT**

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE