

When Recorded Mail To:

PRESCOTT
Highlands
P.O. Box 11231
PRESCOTT, AZ 86304



INSTRUMENT # 9454582
OFFICIAL RECORDS OF
YAVAPAI COUNTY
MARGO W. CARSON
REQUEST OF:
CITY OF PRESCOTT
DATE: 09/14/94 TIME: 15:30
FEE: 7.00 SC: 4.00 PT: 1.00
BOOK 2896 PAGE 666 PAGES: 007

BK	FEES
MAP	\$1
PCL	\$5
	\$1
	\$1

12

Caption: DECLARATION OF RESTRICTIONS
DO NOT REMOVE
THIS IS PART OF THE OFFICIAL DOCUMENT

BOOK 2896 PAGE 666

**PRESCOTT HIGHLANDS SUBDIVISION UNITS II, III, IV, V
DECLARATION OF RESTRICTIONS**

THIS DECLARATION OF RESTRICTION recorded this 14 day of September, 1994 by
PRESCOTT HIGHLANDS DEVELOPMENT, L.L.C. being the owner of all the following described premises
situated in the County of Yavapai, State of Arizona, to wit:

Restrictive covenants for Units II, III, IV, V of Prescott Highlands, a subdivision in the Master
Development Plan Area known as Prescott Highlands in the City of Prescott, Arizona.

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. 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 the facing of the main residential structure have been approved in writing by the Committee or
assignee who shall act until all of 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 of, or incapacitation of the members of the Committee, their successors in title
shall have full power to appoint a new person to act in lieu of such deceased, resigned or incapacitated
owner. 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.

2. PLANS AND SPECIFICATIONS:

The plans and specifications shall show the design, structural details, materials, finishes, exterior 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
Committee.

3. SITE PLANS; shall show on a 2 foot interval contour map the:

- a. Location of all the trees over three inches in trunk diameter one foot from the ground,
- b. All trees to be removed to permit any on-site construction,
- c. Location of all easements,
- d. Dimensions and bearings of the boundaries of the lot,
- e. Existing grades and proposed grade changes,
- f. Location of all proposed structures,
- g. Front, side, and rear setbacks
- h. Driveways, parking areas, and walkways,
- i. Bench mark at curb,
- j. Finished floor grades,
- k. Landscaping Plan and replacement trees.

4. **CHANGES TO PLANS:**

Any exterior change in the original design i.e. additions, landscaping, exterior colors, textures, drainage, retaining or decorative walls or fences must be approve in writing prior to the commencement of construction by the Committee.

5. **TIMELINESS OF CONSTRUCTION:**

When construction is commenced, it shall be pursued diligently, and all buildings are to present a finished exterior appearance within 5 months thereafter, and landscaping substantially completed within nine months from the commencement of construction, barring strikes, acts by other persons beyond the control of the owner or contractor, and Acts of God. 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 control.

6. **TREE REMOVAL:**

No trees on any lot, except diseased or dead trees, shall be removed unless the same occupy a portion of the ground upon which the dwelling structure or garage is to be constructed, excepting such approval thereof as shall be given by the Committee in writing. The native trees and shrubs are one of Prescott Highlands primary amenities; thus, everything possible must be done to preserve and protect the natural environment of the property. The Committee may, at the lot owner's expense require:

- a. The replacement or substitution of landscaping for trees or shrubs cut or removed without prior approval,
- b. Enter upon any lot and remove any tree infested with IPS beetles and/or other destructive insects or diseases if, within five (5) days after receiving notification if the property owner has not removed said affected trees.

7. **LANDSCAPING:**

All landscaping will incorporate, as much as feasible, plantings of native species, and the use of rocks and materials which are native or compatible with the surrounding natural landscape in color and texture, and shall be designed and placed so as to be compatible with surrounding natural areas. This is not to be construed as a prohibition of seasonal flower or vegetable gardens, or fruit tree orchards.

8. **UTILITIES:**

All utility service lead-ins will be underground, unless aboveground service is approved by the Committee prior to construction.

9. **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, and not to exceed two (2) stories in height or 30 feet.

10. **HILLTOP BUILDING:**

For lots located on or near the crest of a hill within the subdivision, no structure may exceed the immediately adjoining hill crest height by more than 15 ft., or one (1) story. Special consideration must be given to building placement and height to insure that views from adjoining properties are protected as much as is feasible.

11. **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 of encumbrance of adjoining or contiguous lots or parts of lots in such a manner as to create parcels of land 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.

12. **BUILDING ERECTION & 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 of the front and rear property lines. The side set backs must be at least 7 feet on each side. No buildings 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 outbuilding, shall be used on any lot at any time, either temporarily or permanently.

13. **SIZE:**

The floor area of the dwelling, exclusive of porches, garages, patios, or any other similar extensions or projections, shall not be less than 1,600 square feet of living space except in unusual cases where topography or other factors as the committee sees fit warrants a departure.

14. **GARAGES:**

One detached garage may be erected on each lot, in addition to the main dwelling, location and design of which shall be subject to the approval of the committee. Such detached garage may contain guest dwelling quarter therein but shall not be used as a main dwelling and no facilities for the preparation of food shall be permitted therein. Guest facilities may not be rented, except in renting a lot and all of its buildings as one single-family residence.

15. **DRIVEWAYS AND WALKS:**

All driveways and walks must be constructed of concrete, masonry, wood, or similar materials. No asphalt pavement or gravel will be permitted unless, due to unusual circumstances, be otherwise deemed appropriate by the committee.

16. STREET LIGHTING:

All dwelling owners are required to construct and maintain one functioning automatic post light of a suitable design and approximately 3 to 6 feet in height in an appropriate location on the street boundary of their lots. Such provision will be made that the lights will be on at all hours of darkness and will have bulbs of such wattage as may be specified by the Committee. Gas lights may be installed in lieu of electric lights.

17. 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.

18. REFLECTIVE AND WINDOW COVERING MATERIALS:

Prior to the installation of any reflective materials for use on windows or any portion of any structure, approval must be obtained from the Committee. No windows of the house shall at any time be covered with aluminum foil, bed sheets, newspapers, or any other like materials. Appropriate drapes, blinds or shutters will be allowed.

19. SCREENING:

All laundry drying areas, trash and waste material must be screened from the public view. Unless written permission to the contrary is given by the Committee, fences and screens shall be painted or stained so as to blend with the natural surroundings, and the location, design and height of fences and screens shall require the approval of the Committee.

20. OFF-STREET PARKING:

Lot owners shall be responsible for providing adequate off-street parking space and seeing that, insofar as possible, the moving traffic street lanes adjacent to their lots are kept free of parking vehicles.

21. OBSTRUCTIVE MATERIALS:

- a. No exposed or exterior radio or television transmission or receiving antennas shall be erected, placed or maintained on any part of the premises, excepting with the permission of the Committee. Any radio tower must be of the electrically or automatically raised type when in use, and lowered from view when not in use.
- b. Air conditioners and coolers must not be mounted on the roof.
- c. Roof mounted solar panels or devices are to be architecturally integrated into the original home design. Where the provision of solar panels or devices is a post new construction addition, these panels or devices will be screened and/or placed to insure they are integrated or not visible.
- d. Firewood, repair materials, storage, landscaping equipment, machinery or machinery parts, household effects, boats, boxes, bags, tools and other temporary or permanent equipment, and other items that shall in appearance detract from the aesthetic value of the property shall be screened or stored as to be concealed from public view.

23. TRASH:

The storage, collection and disposal and removal of all debris, garbage, and trash must be in accordance with applicable government requirements. All debris, garbage, and trash shall be screened from public view at all times except when placed curbside on days regularly scheduled for the purpose of collection. All outside fires, trash burning, or other purposes, shall be considered dangerous and shall not be permitted unless confined to a well-built and protected fireplace designed specifically for said purpose.

24. NON-SITEBUILT STRUCTURES:

No structure in whole or in part shall be moved on the property.

25. TENTS, TRAILERS, AND RECREATIONAL VEHICLES:

If a trailer or any recreational vehicle shall be parked on any lot it must be so parked as to be concealed from public view unless otherwise approved by the Committee. No trailer or any recreational vehicle shall be used as a living quarter while so parked. No tents or other types of temporary buildings may be erected on any lot. This paragraph shall not be construed; however, to prevent the temporary use of a portion of the lot for children's tents or other facilities temporarily occupied for recreational purposes provided however that the main dwelling has already been constructed and occupied by the family using such facilities.

26. 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. No dogs shall be tied or otherwise quartered outside the main residence building unless fenced during the hours of 10:00 p.m. and 8:00 a.m. inclusive.

27. OIL AND MINING:

Attempts by lot owners to utilize any mineral or water rights on their lots shall require prior written approval of the Committee. It is anticipated that such utilization would normally not be desirable in a residential area and that approval is therefore improbable.

28. 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 one (1) year from such damage.

29. SIGNS:

No advertising signs will be permitted except one professionally made unlighted sign not to exceed six square feet in area advertising the premises for sale, lease, or rent, located not closer than 15 feet to adjacent property boundaries nor closer than 5 feet to a street boundary line. Construction signs are limited to one (1) and allowed only during construction.

30. **PROPERTY MAINTENANCE:**

All vacant lots in Prescott Highlands subdivision shall be at all times kept free of rubbish and litter. The yards and grounds in connection with all improved properties shall be at all times kept in 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/she will arrange for the care of the property during such absence.

31. **GENERAL PROVISIONS:**

The foregoing restrictions and covenants shall run with the land and shall be binding on all persons owning any of said lots in the Prescott Highlands subdivision until January 1, 1998 at which time said covenants shall be automatically extended for successive periods of ten years each, unless by a vote of at least two-thirds of the then owners of the lots in said Prescott Highlands subdivision, it is agreed to change the said covenants in whole or in part. Deeds of conveyance of said property, or any part thereof, may contain the above restricted covenants by reference to this document, but whether or not such reference is made in such deed or any part thereof, each and all of such restrictions shall be valid and binding upon the respective grantees. Violation of anyone or more of these covenants may be restrained by any court of competent jurisdiction and damages awarded against such violators provided, however, that a violation of these restrictions, or any one or more of them, shall not affect the lien of any mortgage which hereafter may be placed of record upon said lot; nor shall a violation of said covenants cause a reversion of the title to the land. Invalidation of any one of these restrictions by judgement or court order shall in no way effect any of the other provisions but they shall remain in full force and effect. If there is a violation or threat or attempt violation of any of these covenants and restrictions, it shall be lawful for any person, persons, association or corporation, specifically including the owners of lots with Prescott Highlands subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting or threatening to violate any of these covenants or restrictions and either to restrain or enjoin such violation or recover damages or other remedies for such violation. Developer has the option at any time to convey enforcement and developer authority to current land owners.

In witness whereof, the undersigned being the Declarant herein, has hereunto set its hand.

By Frank R. Zunick
Frank R. Zunick for Prescott Highlands
Development, L.L.C.

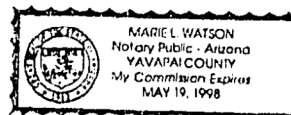
Date 9/14/94

County of Yavapai)
)ss.
State of Arizona)

This instrument was acknowledged before me this 14th day of Sept. 1994, by Frank R. Zunick.

Mariel L. Watson
Notary Public

May 19, 1998
My Commission Expires



6

200K2896 PAGE 672

When Recorded Return To:

Roberts & Carver
239 South Cortez Street
Prescott, AZ 86303



3687589 BK 4122 PG 137
Yavapai County, Arizona
Patsy Jenney-Colon, Recorder
02/25/2004 12:13P PAGE 1 OF 8
FIRST AMERICAN TITLE INS CO
RECORDING FEE 8.00
SURCHARGE 8.00
POSTAGE 1.00

**RESTATED
DECLARATION OF EASEMENT,
RESTRICTIVE COVENANTS,
ROAD MAINTENANCE AGREEMENT,
ASSESSMENTS FOR ACCESS ROADWAY
LOTS 114-115 and 117-123**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, **FIRST AMERICAN TITLE INSURANCE AGENCY TRUST NO. 4641** was the owner, and **PRESCOTT HIGHLANDS DEVELOPMENT, L.L.C.**, is the holder of an equitable interest in the Trust (hereinafter collectively referred to as "Declarants"), for that certain real property located in Yavapai County, Arizona, more particularly described as Lots 114-115 and 117-123 of Prescott Highlands Units II - V, Replat of Lots 98-107, 114, 115, 117-123 and Lots 85-86, as recorded in Book 45 of Maps and Plats, Page 100, Yavapai County Official Records (the Property); and

WHEREAS, Declarants previously recorded a Declaration of Easement, Restrictive Covenants, Road Maintenance Agreement, Assessments for Access Roadway November 12, 2002 in Book 3975, Page 212, Yavapai County Official Records; and

WHEREAS, an amended Prescott Highlands Units II - V Replat of Lots 96-97, 103-107, 109-113 and 119-121 was recorded in Book 48 of Maps and Plats, Page 79, Yavapai County Official Records; and

WHEREAS, **MICHAEL J. SANTILLE** is now the owner of Lot 120 and **TOWNSEND CONSTRUCTION, INC.**, is the owner of Lots 115, 117, 119 and 122, Prescott Highlands Units II - V Replat of Lots 96-97, 103-107, 109-113 and 119-121, as recorded in Book 48 of Maps and Plats, Page 79, Yavapai County Official Records (also included as Declarants herein); and

WHEREAS, this Restated Declaration of Easement, Restrictive Covenants, Road Maintenance Agreement, Assessments for Access Roadway Lots 114-115 and 117-123

restates and will supersede in its entirety the prior Declaration of Easement, Restrictive Covenants, Road Maintenance Agreement, Assessments for Access Roadway recorded in Book 3975, Page 212, Yavapai County Official Records, and that the Declaration of Easement, Restrictive Covenants, Road Maintenance Agreement, Assessments for Access Roadway recorded in Book 3975, Page 212, Yavapai County Official Records, is no longer valid.

It is desirable to provide uniform restrictions for the use and enjoyment of the access and real property described herein for the current and/or future owners of the Property.

NOW, THEREFORE, Declarants do hereby declare the Property subject to the following express covenants, stipulations, conditions and restrictions as to the use and enjoyment of the Property, all of which are to be construed as restrictive covenants, running with and for the benefit of the title to the Property and with each and every part or parcel thereof.

1. **ACCESS ROADWAY**

An exclusive easement for ingress and egress is hereby granted over the real property described in Exhibit "A" hereto to the current and future owners of Lots 114, 115 and 117 through 123 of Prescott Highlands Units II - V, Replat of Lots 98-107, 114, 115, 117-123 and Lots 85-86, as recorded in Book 45 of Maps and Plats, Page 100, and the Prescott Highlands Units II-V Replat of Lots 96-97, 103-107, 109-113 and 119-121, as recorded in Book 48 of Maps and Plats, Page 79, which shall be maintained jointly by the property owners, subject to the Declaration, to accommodate normal vehicular traffic. The subject easement is granted for the exclusive use of the owners of the Property as described herein. Declarants shall construct a roadway within the subject easement as determined by Declarants, in Declarants' sole discretion.

a. **Annual Roadway Maintenance.** Initial assessments prior to the first annual meeting shall be ONE HUNDRED AND NO/100 DOLLARS (\$100.00) per lot paid to the Declarants at close of escrow for the sale of the lot to be held in an account to be used for any maintenance required for the access easement. The first annual meeting of all property owners affected by this Declaration shall be June 1, 2005, unless by a majority vote of the then lot owners an earlier first annual meeting is requested. At the first annual meeting, the owners shall: (i) elect two (2) officers who shall preside over the annual meeting and be signers on the bank account into which funds are deposited for repairs and maintenance, (ii) assess the amount of funds which needs to be deposited into the roadway maintenance account by each property owner on an annual, per lot, basis, and (iii) set a date for the next annual meeting. Until the first annual meeting or until Declarants otherwise turn maintenance over to the lot owners, Declarants shall maintain the assessment account and

shall arrange for maintenance which shall be paid from such account. All expenses for maintenance shall be paid by assessments made against each lot subject to this Declaration in equal shares between the nine (9) lots described herein, provided, however, that no assessment shall be made against any lot still owned by the Declarants subsequent to June 1, 2008, unless a residence has been constructed thereon. On an annual basis, the owners shall assess each property owner a sum equal to their pro rata share of the aggregate of the following: (i) the actual or estimated cost of maintaining the roadway at or about its originating condition, including snow removal, (ii) the actual or estimated cost of public liability insurance for the roadway, (iii) the actual or estimated cost of general administrative services and any other overhead cost of the owners relating to the roadway; (iv) the actual or estimated amounts required to pay other items of expense which are incident to maintenance of the roadway, and (v) such sums as the owners deem prudent for the establishment and maintenance of necessary reserves for maintenance of the roadway. All deposited funds may only be released upon the signature of Declarants or of both presiding officers on the check and may only be released directly to the party who performs such road maintenance and repairs as is determined during the annual meeting or any special meeting which may be called. Each property owner covered by this Declaration, including Declarants, shall be entitled to one (1) vote per lot owned. A meeting may be called at any time should it be necessary by two-thirds (2/3) of the then property owners. Any matter, including the amount of annual or special assessments, may be resolved or implemented by a two-thirds (2/3) vote of all possible votes of the then lot owners. Absentee ballots are acceptable. The term of presiding officers shall be two (2) years. Any assessment not paid by the lot owners within thirty (30) days of written notice of such assessment shall become a lien against the lot for which the assessment was not paid. No owner may avoid an assessment by non-use of the subject easement.

b. Negligence. Should any property owner damage the access roadway, outside of normal wear and tear, such as by the movement of heavy equipment which may tear up the road surface, then said property owner shall immediately restore the roadway to at least as good of condition as existed prior to the damage caused. Any property owner failing to perform such repairs in a timely fashion will be subject to a property lien in favor of the other property owners falling under this Declaration should they expend funds to repair such road damage.

c. Personal Liability. Neither Declarants nor any officer elected as set forth hereinabove shall be personally liable to any lot owner for any act, omission, error, or negligence of the Declarants or officer or one another, provided that such person, upon the basis of such information as may be possessed, acted in good faith without willful or intentional misconduct.

d. Easement Use. The easement created herein shall be used exclusively

by the lot owners described herein for ingress and egress only. No parking, storage, or use other than ingress and egress may be conducted upon the access easement.

2. **FIRE SPRINKLERS**

Dwellings constructed on Lots 117 through 123 will require fire sprinkler systems to be installed as required and approved by the City of Prescott and applicable fire protection agency.

3. **GARBAGE COLLECTION**

For Lots 117 through 123, garbage, refuse and recyclable materials collected by the City of Prescott shall be required to be collected at the Private Access Roadway at the rear of said Lots as opposed to the front of said Lots on Lakewood Drive unless otherwise agreed to in writing by the City of Prescott or successor garbage, refuse or recyclable materials collector.

4. **ENFORCEMENT AND DURATION**

Unless modified in whole or in part by a two-thirds (2/3) vote of the then owners of the Property, the foregoing restrictions and covenants run with the land and shall be binding on all persons owning any of the Property for twenty (20) years, at which time said covenants shall be automatically extended for successive periods of ten (10) years each. Deeds of conveyance of said property, or any part thereof, shall contain the above restrictive covenants by reference to this Declaration, but, whether or not such reference is made in such deeds, or any thereof, each and all such restrictive covenants shall be valid and binding upon the respective grantees. Violation of any one or more of such covenants may be restrained by any court of competent jurisdiction and damage awarded against such violator, which award shall become a lien against the owner's property; provided, however, that a violation of these restrictive covenants or any one or more of them shall not affect the lien of any mortgage now of record or which hereafter may be placed of record upon said lots or any part thereof. Any lien granted by these covenants may be foreclosed as provided in Arizona Revised Statutes § 33-1807, as amended, or as a mortgage on real estate.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

If any property owner retains legal counsel to enforce these restrictive covenants, the prevailing party shall be entitled to all legal expenses, witness expenses, costs and reasonable attorneys' fees from the losing party.

5. **PRIOR RIGHTS**

This Declaration of Easement, Restrictive Covenants, Road Maintenance Agreement, Assessment for Access Roadway shall not apply to any construction or use of the subject property which pre-existed their recordation.

DATED this 25th day of FEBRUARY, 2004.

DECLARANT:

**FIRST AMERICAN TITLE INSURANCE
AGENCY TRUST NO. 4641**

By: Synne M. Peña
Its: ASSISTANT TRUST OFFICER

DECLARANT:

**PRESCOTT HIGHLAND DEVELOPMENT,
L.L.C.**

By: [Signature]
Its: Managing Member

DECLARANT:

[Signature]
MICHAEL J. SANTILLE

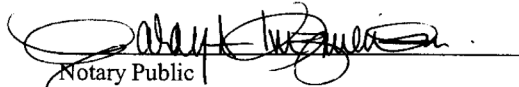
DECLARANT:

TOWNSEND CONSTRUCTION, INC.

By: [Signature]
Its:

STATE OF ARIZONA)
) ss.
County of Yavapai)

On this 25TH day of FEBRUARY, 2004, before me, the undersigned Notary Public, personally appeared LYNNE M. PEÑA, who acknowledged her self to be an ASSISTANT TRUST OFFICER of **FIRST AMERICAN TITLE INSURANCE AGENCY TRUST NO. 4641**, and that SHE, as such ASSISTANT TRUST OFFICER, being authorized so to do, executed the foregoing instrument for the purpose therein contained.


Notary Public

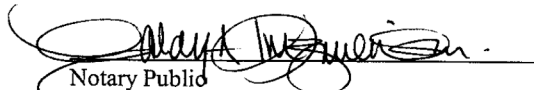
My Commission Expires:

NOV. 19, 2007



STATE OF ARIZONA)
) ss.
County of Yavapai)

On this 25TH day of FEBRUARY, 2004, before me, the undersigned Notary Public, personally appeared FRANK R. ZINICK, who acknowledged himself to be a Managing Member of **PRESCOTT HIGHLANDS DEVELOPMENT, L.L.C.**, an Arizona limited liability company, and that he, as such Managing Member, being authorized so to do, executed the foregoing instrument for the purpose therein contained.


Notary Public

My Commission Expires:

NOV. 19, 2007



Virginia
STATE OF ARIZONA)
Fauquier) ss.
County of Yavapai)

On this 19th day of February, 2004, before me, the undersigned Notary Public, personally appeared **MICHAEL J. SANTILLE**, who acknowledged that he executed the foregoing instrument for the purpose therein contained.

Lisa Culver
Notary Public

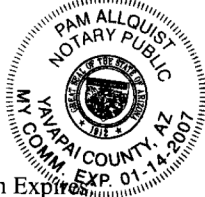
My Commission Expires:

December 31, 2005

SEAL

STATE OF ARIZONA)
) ss.
County of Yavapai)

On this 4th day of February, 2004, before me, the undersigned Notary Public, personally appeared Elise M. Townsend, who acknowledged her self to be a President of **TOWNSEND CONSTRUCTION, INC.** and that _____, as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained.



Pam Allquist
Notary Public

My Commission Expires

1-14-2007

EXHIBIT "A"

Lots 114-115 and Lots 117-123, PRESCOTT HIGHLANDS UNITS II-V, according to the plat of record in the Office of the County Recorder of Yavapai County, Arizona, recorded in Book 31 of Maps and Plats, Page 41 and thereafter replat recorded in Book 45 of Maps and Plats, Page 100 and thereafter replat recorded in Book 48 of Maps and Plats, Page 79.