

for road purposes along and over a strip of land 20 feet wide on each side of all section and quarter section lines which cross said above described property. Together with 18 shares Class A stock of Chino Valley Mutual Waterusers Association.

TO HAVE AND TO HOLD, the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging unto the said Mrs. Eleanor Peabody, her heirs and assigns forever.

And I hereby bind myself and my heirs, executors and administrators to warrant and forever defend all and singular the premises unto the said Mrs. Eleanor Peabody, her heirs and assigns, against every person whomsoever, lawfully claiming or to claim the same or any part thereof.

Witness my hand this 24th day of January, A. D. 1928.

A. P. Peabody

STATE OF ARIZONA, :
COUNTY OF YAVAPAI, : s.s.

Before me, Arthur G. Baker, a Notary Public in and for the County of Yavapai, State of Arizona, on this day personally appeared A. P. Peabody, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this 24th day of January, A. D. 1928.

(NOTARIAL SEAL)

Arthur G Baker,
Notary Public

My commission expires
September 4th 1931.

Filed and recorded at request of Mrs. Eleanor Peabody, June 30, A. D. 1930 at 9:00 o'clock A. M., Book 151 of Deeds, Pages 99-100, Records of Yavapai County, Arizona.

(SEAL)

GRACE CHAPMAN,
County Recorder

By Laura Delf,
Deputy Recorder.

WARRANTY DEED
(HASSAYAMPA MOUNTAIN CLUB)

KNOW ALL MEN BY THESE PRESENTS:

That Lane-Smith Investment Company, an Arizona corporation, hereinafter called the Grantor, for and in consideration of the covenants, conditions and agreements hereinafter set forth and entered into by Hassayampa Land & Development Company of Phoenix, Arizona, hereinafter called the Grantee, and of Ten and no/100 Dollars to it in hand paid by said Grantee, has GRANTED, SOLD AND CONVEYED and by these presents does GRANT, SELL AND CONVEY unto the said Grantee all that certain piece or parcel of land situated in the County of Yavapai, State of Arizona, described as follows, to-wit: Lots 6, 7, 8, 9, Block "G", Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, Block "H", Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, Block "J", Lots 2, 6, 7, 8, 9, 10, 11, 12, 13, 14, Block "K", Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, Block "L", and Lots 2, 3, 4, 5, 6, 13, 14, Block "M", all in Plat "M", Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, Block "N", & Lot 7, Block "F", all in Plat "B"; Lots 2, 6, 7, 8, 9, 10, 11, 12, 13, 14, Block "A" & Lot 4, Block "B", all in Plat "C"; & Lots 18 & 21, Block "B", Plat "E", Hassayampa Mountain Club, a Subdivision, located in Yavapai County, State of Arizona, according to the map or plat as recorded in the office of the County Recorder of Yavapai County, Arizona.

The Grantor grants, sells and conveys said property, subject to the following express conditions and stipulations as to the use and enjoyment thereof by the Grantee, its heirs and assigns:

1. That no buildings except dwelling houses or cottages, with garages and necessary outbuildings used in connection therewith, shall be erected on the premises herein described.
2. That no building used or occupied for the care of persons suffering from disease shall be erected on said premises.
3. That neither this property or any part thereof, shall be leased, rented, sold or transferred hereafter to any person not of the White or Caucasian race. The restriction in this paragraph shall be perpetually appurtenant to said land.
4. That any coal, mineral or oil rights are reserved to the Grantor.
5. That efficient septic tanks shall be built and maintained for sewerage purposes.
6. That an efficient fire extinguisher shall be kept in each house or business building.
7. That flues in any houses or buildings must be built of terra cotta.

It being expressly understood and agreed that said Subdivision has been platted as a choice suburban residence section and that the foregoing conditions, covenants and restrictions run with the land until the year 1960 except those numbered three and four shall be perpetually appurtenant to said land herein described. Upon the breach of any one thereof the property shall revert to the Grantor, its successors or assigns and that if there shall be a violation of any of said conditions, covenants or restrictions, then the Grantor herein, or any one owning land in said tract, may bring an appropriate action in the proper court to enjoin or restrain said violation or to declare or enforce a forfeiture of all the rights, title and interest of the said violator and of the owner of the land upon which said violation has been made or is about to be made in and to said land and the same shall thereupon, with all improvements thereon, revert to and become a part of the property of the said Grantor herein its successors or assigns; provided, however, that no such forfeiture shall in any wise affect any valid mortgage or lien made in good faith and not made for the purpose of defeating the purpose of such forfeiture, when such mortgage or lien shall have been of record prior to the time when the right to bring such action for forfeiture shall have occurred.

But provided further that, in the event of foreclosure of said mortgage and the sale of said property thereunder, the purchaser thereof under such sale shall be bound by the covenants, conditions and restrictions and stipulations herein contained.

The said Grantee for its heirs, executors, administrators and assigns, hereby covenants and agrees to be bound by and to keep the conditions and stipulations herein set forth as to the use and enjoyment of said property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, and the heirs and assigns of said Grantee, so long as the conditions and stipulations herein contained are kept, and no longer.

And the Grantor hereby binds itself and its successors to warrant and forever defend as against all acts of the Grantor herein, and no other, all and singular the premises unto the said Grantee, and the heirs and assigns of said Grantee, against every person whomsoever lawfully claiming or to claim the same or any part thereof so long as the conditions and stipulations herein contained are kept, and no longer, except as against tax liens and assessments of any kind chargeable against said property, becoming due and payable subsequent to January 1, 1930, which tax liens and assessments the Grantee hereby agrees to pay.

IN WITNESS WHEREOF the said Grantor has hereunto caused its corporate name to be signed and its corporate seal to be affixed, and the same to be attested by the signature of its President and its Secretary, thereto duly authorized, and these presents have been signed by the said Grantee on this 9th day of June, A. D. 1930.

(CORPORATE SEAL)

LANE-SMITH INVESTMENT COMPANY

By Eben E Lane

President.

Attest: Milton P Smith

Secretary.

STATE OF ARIZONA,)
COUNTY OF MARICOPA,) ss.

Before me, Roy C Walters, a Notary Public in and for said Maricopa County, State of Arizona, on this day personally appeared Eben E. Lane and Milton P. Smith known to me to be the persons whose names are subscribed to the foregoing instrument as President and Secretary, respectively, of the Lane-Smith Investment Company and as such President and Secretary, acknowledged to me that they executed the same for said Corporation, for the purposes and consideration therein expressed, as its free act and deed, and by each of them voluntarily executed.

Given under my hand and seal of office, this 9th day of June, A. D. 1930.

(NOTARIAL SEAL)

Roy C. Walters,
Notary Public.

My Commission expires May 25 1933

Filed and recorded at request of Hass. Mt. Club, June 30, A. D. 1930 at 9:12 o'clock A. M., Book 151 of Deeds, Pages 100-101, Records of Yavapai County, Arizona.

(SEAL)

GRACE CHAPMAN,
County Recorder

By Laura Delk.
Deputy Recorder.

WARRANTY DEED
(HASSAYAMPA MOUNTAIN CLUB)

KNOW ALL MEN BY THESE PRESENTS:

That LANE-SMITH INVESTMENT COMPANY, an Arizona corporation, hereinafter called the Grantor, for and in consideration of the covenants, conditions and agreements hereinafter set forth and entered into by HASSAYAMPA LAND & DEVELOPMENT COMPANY of Phoenix, Arizona, hereinafter called the Grantee, and of Ten and no/100 Dollars to it in hand paid by said Grantee, has GRANTED, SOLD AND CONVEYED and by these presents does GRANT, SELL AND CONVEY unto the said Grantee all that certain piece or parcel of land situated in the County of Yavapai, State of Arizona, described as follows, to-wit: Lots 21A, 21B, 21C, 22, 24, 25, 28, 29, 32, 33, Block "B", Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, Block "C", Lots 2, 4, 6, Block "D", and Lots 39A, 40, 41, 42, Block "A", all in Plat "E"; & Lots 1, 2, 3, Block "C", Plat "B" of the Hassayampa Mountain Club, a Subdivision, located in Yavapai County, State of Arizona; and the Northeast one Quarter (NE $\frac{1}{4}$) of the Southeast one Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 5, Township 13 North, Range 2 West, G & S R B & M. according to the map or plat as recorded in the office of the County Recorder of Yavapai County, Arizona.

The Grantor grants, sells and conveys said property, subject to the following express conditions and stipulations as to the use and enjoyment thereof by the Grantee, its heirs and assigns:

1. That no buildings except dwelling houses or cottages, with garages and necessary outbuildings used in connection therewith, shall be erected on the premises herein described.
2. That no building used or occupied for the care of persons suffering from disease shall be erected on said premises.
3. That neither this property or any part thereof, shall be leased, rented, sold or transferred hereafter to any person not of the White or Caucasian race. The restriction in this paragraph shall be perpetually appurtenant to said land.
4. That any coal, mineral or oil rights are reserved to the Grantor.
5. That efficient septic tanks shall be built and maintained for sewerage purposes.
6. That an efficient fire extinguisher shall be kept in each house or business building.
7. That flues in any houses or buildings must be built of terra cotta.

It being expressly understood and agreed that said Subdivision has been platted as a choice suburban residence section and that the foregoing conditions, covenants and restrictions run with the land until the year 1960 except those numbered three and four shall be perpetually appurtenant to said land herein described. Upon the breach of any one thereof the property shall revert to the Grantor, its successors or assigns and that if there shall be a violation of any of said conditions, covenants or restrictions, then the Grantor herein, or any one owning land in said tract, may bring an appropriate action in the proper court to enjoin or restrain said violation or to declare or enforce a forfeiture of all the rights, title and interest of the said violator and of the owner of the land upon which said violation has been made or is about to be made in and to said land and the same shall thereupon, with all improvements thereon, revert to and become a part of the property of the said Grantor herein its successors or assigns; provided, however, that no such forfeiture shall in any wise affect any valid mortgage or lien made in good faith and not made for the purpose of defeating the purpose of such forfeiture, when such mortgage or lien shall have been of record prior to the time when the right to bring such action for forfeiture shall have occurred.

But provided further that, in the event of foreclosure of said mortgage and the sale of said property thereunder, the purchaser thereof under such sale shall be bound by the covenants, conditions and restrictions and stipulations herein contained.

The said Grantee for its heirs, executors, administrators and assigns, hereby covenants and agrees to be bound by and to keep the conditions and stipulations herein set forth as to the use and enjoyment of said property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, and the heirs and assigns of said Grantee, so long as the conditions and stipulations herein contained are kept, and no longer.

And the Grantor hereby binds itself and its successors to warrant and forever defend as against all acts of the Grantor here in, and no other, all and singular the premises unto the said Grantee, and the heirs and assigns of said Grantee, against every person whomsoever lawfully claiming or to claim the same or any part thereof so long as the conditions and stipulations herein contained are kept, and no longer, except as against tax liens and assessments of any kind chargeable against said property, becoming due and payable subsequent to January 1, 1930, which tax liens and assessments the Grantee hereby agrees to pay.

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STATE OF ARIZONA, County of Yavapai—
I do hereby certify that the within instrument was filed and recorded at the request of Kendall, L. & Wolfgang
on Jan 22 A.D. 1963 at 11:25 o'clock A.M. in Book 279, Official Records
Page 569-572 Records of Yavapai County, Arizona.

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

FRANK C. BAER, County Recorder
By: Evelyn Dr. Jard Deputy

INDEXED

THE MOUNTAIN CLUB

BY-LAWS,
RULES AND REGULATIONS
WITH REVISIONS

Year 1962



and who otherwise meets the requirements fixed by the Board of Directors shall be entitled to an "Active Membership" and evidence thereof in proper form shall be issued.

Each owner of an improved unit on which all dues and assessments are paid in full currently and who otherwise meets the requirements fixed by the Board of Directors shall be entitled, at the election of such individual, to an "Associate Membership" and evidence thereof in proper form shall be issued. An "Associate Member" shall have no voting rights, shall not be permitted to hold office and shall own no interest in the assets of the Corporation either prior to or subsequent to dissolution of the Corporation provided, however, that an "Associate Member" shall otherwise be vested with and shall be entitled to all of the privileges of membership vested in an "Active Member."

An improved unit shall include all building sites on which cabins or houses are erected now or may be hereafter built and may include five or less contiguous lots provided all of said lots are used and considered as one building site. A unit may have more than one cabin or dwelling as well as other necessary improvements provided none of said improvements are used for rental or other income purposes. Where there are two or more cabins or dwellings on one unit and one or more is rented and used for income purposes then it shall immediately be considered as two or more units and shall be so treated.

All rules and regulations, including the payment of all dues, assessments and other charges fixed by the Board, must be fully complied with before the owner of any improved unit shall be entitled to club services or privileges.

Membership shall run with unit ownership and shall be transferred only with the passing of ownership of the land. The Board shall require such information to be furnished concerning a new purchaser as it may deem necessary.

BY-LAWS
OF
THE MOUNTAIN CLUB

ARTICLE I
Members and Membership

The Mountain Club is a non-profit corporation organized under the laws of the State of Arizona without capital stock. The Corporation shall operate without pecuniary profit and shall admit as members, subject to the conditions and limitations set out in these By-laws or any amendment thereto, all persons who were on January 1, 1938 or who may thereafter become owners of real estate, either improved or unimproved in that area and tract commonly known and designated as Hassayampa Mountain Club near Prescott; Yavapai County, Arizona, as shown on map drawing No. 10-P-8 dated 7-20-32 by Arizona Power Company, Prescott, Arizona; and in that area known as Mountain Club Estates No. 1 and 2 recorded in Book 7 of Maps, page 80 of Records of Yavapai County, Arizona.

There shall be two classes of membership to be known and designated as "Active Membership" and "Associate Membership." The holder and owner of any such membership shall be designated as "Active Member" or Associate Member."

Evidences of membership in either class shall be in such form as may be designated and approved by the Board of Directors but shall bear imprint thereon the following: "This membership is at all times subject to the By-laws of the Mountain Club, all dues and assessments laid and levied by its Board of Directors and all rules and regulations promulgated by said Board."

Each owner of an improved unit on which all dues and assessments are paid in full currently

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and shall not be required to admit such new purchaser to membership until fully satisfied. All evidences of existing memberships must be surrendered to the Board before any transfers thereof can be considered. The Board may fix and charge a reasonable transfer fee.

Any one person or firm may hold and own one or more memberships but shall be subject to all dues, assessments and charges on a unit or membership basis.

Evidence of membership may be issued for periods of one year or more as the Board may from time to time decide. The holder and owner of each membership shall be entitled to all Club rights, services and privileges, provided all restrictions and requirements placed upon said membership are complied with in full.

Members of the Corporation shall be subject to expulsion by the Board for non-payment of dues; for non-payment of assessments or charges fixed and levied; for non-compliance with rules and regulations promulgated by the Board; for misconduct; and for acts and conduct prejudicial to the best interests of the Corporation and its members. The Board is hereby fully authorized and empowered to determine what shall constitute misconduct and whether, or not the acts and conduct of a member are deemed to be prejudicial to the best interests of the Corporation and its members. A member may not be removed from membership until and unless such member shall have first been served with written notice of the accusations against him and shall have been given an opportunity by the Board to produce witnesses, if any, and to be heard.

ARTICLE II
Voting

At all annual and special meetings, every holder and owner of a membership as reflected on the books of the Corporation in good standing, represented in person or by proxy in writing,

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ing shall be entitled to vote in the following manner and under the following limitations: Each owner of an "Active Membership" shall be entitled to one vote for each "Active Membership."

Voting for directors and upon demand of any member, upon any question, at any meeting shall be by ballot provided, that in all elections for directors each member shall have the right to cast as many votes in the aggregate as he shall be entitled to vote.

ARTICLE III

Meetings

A meeting of members shall be held annually at a place designated in the area embraced by The Mountain Club near Prescott, Arizona, at ten o'clock a. m., on the second Sunday in July of each year.

Notices

Notice of the annual meeting shall be mailed to each member of the address appearing on the records of the Corporation at least ten days prior to said meeting.

Quorum

The "Active Memberships" present in good standing represented by holders and owners thereof, either in person or by proxy in writing shall constitute a quorum.

Organization

The President, or in his absence the Vice-President, shall preside at all meetings of members. The Secretary shall act as secretary of all meetings of members. In his absence the presiding officer may appoint any member to act as secretary.

Special Meetings

Special meetings of members may be held whenever called by the Board of Directors and notice thereof shall be given in the same man-

ner prescribed for giving notice of annual meetings.

List of Members

At each meeting of members a full, true and correct list, in alphabetical order, of all members entitled to vote at such meeting, certified by the Secretary, shall be furnished.

ARTICLE IV

Board of Directors

Number

As provided in the Articles of Incorporation, the affairs of this Corporation shall be conducted by a Board of Directors of not less than nine nor more than twenty-five members to be elected from among the members of the Corporation. Until otherwise provided by proper action, the Board of Directors shall consist of fifteen members (increased to fifteen by amendment of July 9, 1939 and July 12, 1942).

Term

Each director shall serve for a term of one year, commencing September first of the year elected and ending August 31st of the following year. The directors shall be elected each year from among the members of the annual meeting of members to be held on the second Sunday in July of each year. Until September first of the year elected, the new Board of Directors shall not take office or be vested with any authority whatsoever, except to convene for the sole purpose of appointment of officers and committees to take office effective September first of such year. The first election of Directors shall be held on the second Sunday in July 1939. The Directors named in the Articles of Incorporation shall serve until that date.

Officers

The officers of the Corporation shall be a President, Vice-President, Secretary and Treasurer, and shall be elected from among the mem-

bers

bers of the Board of Directors, which shall take office effective September first, of a meeting held each year immediately following the annual meeting of members. The term of office of each officer shall commence September first of the year elected and end August 31st of the following year. The first officers of the Corporation shall be elected from among the members of the Board of Directors named in the Articles of Incorporation. The Board of Directors may appoint among the members of the Corporation or from among the members of the Board such other officers and committees as it may deem necessary for the proper conduct of the business of the Corporation.

Meetings

Annual meetings of the Board of Directors shall be held each year immediately following the annual meeting of members.

The Board may arrange for regular meetings of such periods and at such places as will best serve its convenience. Special meetings may be called at any time and place by the President or by two thirds of the Directors. Unless otherwise specified in the notice thereof any and all business may be transacted at any meeting.

Quorum

A majority of the members of the Board of Directors in office at the time shall constitute a quorum for the transaction of business. The vote of a majority of the Directors present at any meeting in favor of or against any proposition shall prevail, except in the case of any vacancy occurring on the Board through death, resignation or any other cause when a majority of the members of the Board remaining, if constituting a quorum, may by majority vote elect a successor to hold office for the unexpired term.

Actions by Resolution

The Board of Directors shall have power to act by a resolution in writing signed by all the

members. Action by resolution in proper form shall be deemed to be action by such Board to the effect therein expressed with the same force and effect as if the same had been duly passed by the same vote at a duly convened meeting.

Rules, Regulations, Dues and Assessments

The Board may make such rules and regulations as it may deem expedient for the proper conduct of the affairs and business of the Corporation. The Board shall have the power to fix and assess any and all dues and assessments necessary to meet and defray the expenses of the operation of the Mountain Club including the purchase and replacement of equipment and materials and the employment of the necessary supervisory and maintenance staff. Such dues and assessments shall be laid and levied annually as soon as the Board is able to prepare and adopt the budget for the succeeding session but in no event later than March 1st of each year. The Board shall also enforce the collection of such dues and assessments which shall be laid and levied according to class of membership without distinction within a class. The Board may fix delinquent dates for payment and shall not permit club services and privileges to delinquent members. Penalties and discounts may be fixed by the Board.

ARTICLE V

Miscellaneous Matters

1. The Board of Directors may assign duties to the respective officers and committees and prescribe the method in which the same shall be discharged.

2. These by-laws may be altered, amended or repealed at any regular or special meeting of the Directors or of the members. Should any alteration, amendment or repeal be contemplated at any special meeting, notice of such intention must be given in the same manner and for the same time as required for such meeting.

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3. Any notice required by these by-laws to any member, director or officer of the Corporation may be waived by the member, director or officer entitled to receive the same. Waiver may be either general or specific and may be in writing or conveyed by telegraph.

4. The Board shall require the Secretary to keep an adequate and current record of all members and such other records as it may deem necessary. The Board shall require the Treasurer to maintain proper and current records.

RULES AND REGULATIONS

1. Plans for houses, additions to existing houses, guest houses, outbuildings and all other construction or additions, including plans for remodeling of any structure, shall be submitted to the Executive Committee for approval and work on the house shall not be started until written consent has been given. By the word "plans" it is meant either those drawn by an architect or a sketch made by owner or builder. The plans shall be drawn to scale and shall consist of the following:

- A. Plot plan showing the size of property and the location of the house, and/or additions and locations of the septic tank. It shall be the policy of the Board to discourage the crowding of houses because of fire hazards and sanitation problems. It is felt new houses should not be closer than 50 feet from the adjoining house.
- B. Floor plan showing location, size and number of rooms, locations of doors and windows, plumbing and electrical outlets. In addition to the floor plan, the front elevation will be required showing the height of the building.

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C. The plot shall include a detail of a septic tank showing the size which shall not be less than those required by the Arizona State Health Department.

D. Flues in all dwelling houses or other buildings must be built of terra cotta or fireproof brick.

E. Houses shall contain not less than 700 square feet of floor space covered.

2. No building shall be erected within the Club grounds for the use, occupancy and care of person or persons suffering from contagious or infectious disease.

3. Any occupant or resident who permits offensive odors to exist from septic tanks, leaching, or other means, shall be warned by the Superintendent and if prompt action is not taken to correct the same, the Executive Committee shall take such steps as may be indicated.

4. Board requests that each member submit the name of any prospective purchaser before consummating the sale in order that the Board may determine the eligibility of the prospective member for the Club membership.

5. No tents or any unsightly outbuildings shall be erected on any property.

6. No trailer house shall be permitted within the Club grounds if same is used as a home or to supplement a home.

7. The keeping or raising of chickens, other fowl, rabbits, or similar animals will not be permitted within the Club grounds.

8. Because of the great fire hazard, no fireworks will be permitted at any time.

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9. No fires shall be lighted outside for the purpose of burning trash, papers, brush or any other object or objects unless in incinerator or grill, without special permission of the Club Superintendent.

10. The Board of Directors is empowered to make arrangements for the stabling of horses in commercial stables adjacent to the Club grounds.

In specific instances where members can show that keeping of horses within the Club grounds will not be objectionable nor a menace to the general welfare of the Club, permission may be granted by a two-thirds vote of the Board of Directors, provided that the horses are owned by the members and not commercially stabled and provided that there shall be only one horse to each half acre of ground area. If permission is granted, accommodation shall be kept clean and sanitary, or said permission may be revoked at any time.

11. Filth is the breeding place of flies and for the sake of health as well as appearance, all garbage shall be kept in tightly covered can or cans. Should there be an occasional overflow and the household finds it necessary to place papers, cans, etc., in a box for the convenience of the collector, it is suggested that this box should not be placed outside until the day the garbage is collected and it should either be closed or trash, weighted down with a stone so the loose papers will not be blown about by the wind or the box overturned by dogs.

12. Our woods are relatively free from ticks and while there is an infestation of them in the Phoenix area, it is suggested that all dogs be carefully examined or dipped just prior to bringing them up.

13. While our roads do not permit excessive speeding, all cars should be operated in a reasonable and prudent manner.

14. No parent, guardian, or other person possessing custody and control, or supervision, of a child under the age of eighteen years, shall cause or permit such child to use or have a firearm of any type or character in his or her possession within or on the Club grounds.

15. A parent, guardian, or other person possessing custody, control or supervision of a minor child will be held fully responsible for the proper acts, demeanor and conduct of such child within or on the Club grounds at all times. Should the acts, demeanor and conduct of a minor child be deemed by the Board to be improper or inimical to the proper enjoyment by the members and their children, of the Club facilities and grounds, the parent, guardian, or other person possessing custody, control or supervision of such minor child shall be considered to have violated the rules and regulations of this Corporation.

16. Should a minor child cause or commit damage to Club facilities or to the private property of a member, the parent, guardian, or other person possessing custody, control or supervision of such minor child shall pay to the Club or member, as the case may be, the full amount of such damage.

17. 1. Effective October 15, 1959 the following membership fees are hereby adopted:

(a) Active Membership — \$350.00

(b) Associate Membership — \$75.00

2. All dues and assessments assessed and levied against Associate Memberships shall be the same as those assessed and levied against Active Memberships.

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All membership, regardless of classification shall at all times be subject to the by-laws of this Corporation and all dues and assessments laid and levied by the Board of Directors of this Corporation shall further be subject to all rules and regulations promulgated by the Board of Directors.

3. Upon transfer of ownership of private property owned by an Active Member, the Grantee thereof, provided that such Grantee is accepted for membership by the Board of Directors, shall pay to the Corporation a transfer fee of \$25.00 and transfer of an Associate Membership may likewise be made upon payment of a transfer fee of \$25.00.
4. An Active Member or an Associate Member who divests himself of ownership of all improved property but continues to own unimproved property situated within the confines of the area over which the Mountain Club has jurisdiction, and which area is commonly known as "The Mountain Club" may retain his membership, Active or Associate, or the case may be for a period not to exceed three (3) years from the date of such divestment. Such member shall pay annual dues in the amount of \$10.00, and upon payment thereof shall have all of the rights and privileges which pertain to his particular class of membership. Such membership regardless of classification shall be revoked if two (2) annual payments of dues and/or assessments become delinquent. When such member shall again become the owner of improved property in the area referred to within, his dues obligation shall increase to the applicable

full dues of the membership of the particular class which he possesses.

18. The penalty for violating any of the above rules and regulations will be expulsion from the Club, loss of Club membership, services and privileges, effective at such time as the Board may direct.
19. These rules and regulations will be revised or modified as the growth of our Club requires it.

run 279 ms572

STATE OF ARIZONA, County of Yavapai—ss.

I do hereby certify that the within instrument was filed and recorded at the request of *Locklear & Wolfinger* on March 14, A.D., 1968, at 4:10 o'clock P.M. Book 484 Official Records
Page 524-532 *Ginsley*, Records of Yavapai County, Arizona.

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

FRANK C. BAUER, County Recorder.

By Evelyn D. Jars, Deputy

INDEXED

BY-LAWS, RULES AND REGULATIONS

OF

THE MOUNTAIN CLUB,
An Arizona Corporation

For Year 1968
(Incorporating Last Revisions
Made November 26, 1967)

ARTICLE I

Members and Membership

The Mountain Club is a non-profit corporation organized under the laws of the State of Arizona without capital stock. The Corporation shall operate without pecuniary profit and shall admit as members, subject to the conditions and limitations set out in these By-Laws or any amendment thereto, all persons who were on January 1, 1938 or who may thereafter become owners of real estate, either improved or unimproved in that area and tract commonly known and designated as Hassayampa Mountain Club near Prescott, Yavapai County, Arizona, as shown on map drawing No. 10-P-8 dated 7-20-52 by Arizona Power Company, Prescott, Arizona; and in that area known as Mountain Club Estates No. 1 and 2 recorded in Book 7 of Mans, page 80 of Records of Yavapai County, Arizona.

There shall be two classes of membership to be known and designated as "Active Membership" and "Associate Membership". The holder and owner of any such membership shall be designated as "Active Member" or "Associate Member".

Evidences of membership in either class shall be in such form as may be designated and approved by the Board of Directors but shall bear imprinted thereon the following: "This membership is at all times subject to the By-Laws of The Mountain Club, all dues and assessments laid and levied by its Board of Directors and all rules and regulations promulgated by said Board".

Each owner of an improved unit on which all dues and assessments are paid in full currently shall be entitled to an "Active Membership" and evidence thereof in proper form shall be issued.

Each owner of an improved unit on which all dues and assessments are paid in full currently shall be entitled, at the election of such individual, to an "Associate Membership" and evidence thereof in proper form shall be issued. An "Associate Member" shall have no voting rights, shall not be permitted to hold office and shall own no interest in the assets of the Corporation either prior to or subsequent to dissolution of the Corporation provided, however, that an

"Associate Member" shall otherwise be vested with and shall be entitled to all of the privileges of membership vested in an "Active Member".

An improved unit shall include all building sites on which cabins or houses are erected now or may be hereafter built and may include five or less contiguous lots provided all of said lots are used and considered as one building site. A unit may have more than one cabin or dwelling as well as other necessary improvements provided none of said improvements are used for rental or other income purposes. Where there are two or more cabins or dwellings on one unit and one or more is rented and used for income purposes then it shall immediately be considered as two or more units and shall be so treated.

All rules and regulations, including the payment of all dues, assessments and other charges fixed by the Board, must be fully complied with before the owner of any improved unit shall be entitled to club services or privileges.

Membership shall run with unit ownership and shall be transferred only with the passing of ownership of the land. All evidences of existing memberships must be surrendered to the Board before any transfers thereof can be considered. The Board may fix and charge a reasonable transfer fee.

Any one person or firm may hold and own one or more memberships but shall be subject to all dues, assessments and charges on a unit or membership basis.

Members of the Corporation shall be subject to expulsion by the Board for non-payment of dues; for non-payment of assessments or charges fixed and levied; for non-compliance with rules and regulations promulgated by the Board; for misconduct; and for acts and conduct prejudicial to the best interests of the Corporation and its members. The Board is hereby fully authorized and empowered to determine what shall constitute misconduct and whether or not the acts and conduct of a member are deemed to be prejudicial to the best interests of the Corporation and its members. A member may not be removed from membership until and unless such member shall have first been served with written notice of the accusations against him and shall have been given an opportunity by the Board to produce witnesses, if any, and to be heard.

Any purchaser of improved property on which dues and assessments are fully paid, and who signs membership application agreeing to abide by the rules and regulations of The Mountain Club shall automatically become a member without being passed on by the Board of Directors or any committee.

The rules and practices of The Mountain Club provide water and other services to members only. If a lending institution or federal agency acquires a property through foreclosure or by forfeiture of contract or deed in lieu of foreclosure, such institution or agency shall be excepted for the term of its ownership and shall be entitled to water without becoming a member or paying dues. (If they rent the premises, the tenant may be charged for the garbage pick-up services).

Such lending institution or agency shall not be held liable upon foreclosure or forfeiture of contract or deed in lieu of foreclosure, for any past due dues or assessments owed by the mortgagor.

ARTICLE II

Voting

At all annual and special meetings, every holder and owner of a membership as reflected on the books of the Corporation in good standing, represented in person or by proxy in writing shall be entitled to vote in the following manner and under the following limitations: Each owner of an "Active Membership" shall be entitled to one vote for each "Active Membership".

Voting for directors and upon demand of any member, upon any question, at any meeting shall be by ballot; provided, that in all elections for directors each member shall have the right to cast as many votes in the aggregate as he shall be entitled to vote.

ARTICLE III

Meetings

A meeting of members shall be held annually at a place designated in the area embraced by The Mountain Club near Prescott, Arizona, at ten o'clock a.m., on the second Sunday in July of each year.

Notices

Notice of the annual meeting shall be mailed to each member at the address appearing on the records of the Corporation at least ten days prior to said meeting.

Quorum

The "Active Memberships" present in good standing represented by holders and owners thereof, either in person or by proxy in writing shall constitute a quorum.

Organization

The President, or in his absence the Vice-President, shall preside at all meetings of members. The Secretary shall act as secretary of all meetings of members. In his absence the presiding officer may appoint any member to act as secretary.

Special Meetings

Special meetings of members may be held whenever called by the Board of Directors and notice thereof shall be given in the same manner prescribed for giving notice of annual meetings.

List of Members

At each meeting of members a full, true and correct list, in alphabetical order, of all members entitled to vote at such meeting, certified by the Secretary, shall be furnished.

ARTICLE IV

Board of Directors

Number

As provided in the Articles of Incorporation, the affairs of this Corporation shall be conducted by a Board of Directors of not less than nine nor more than twenty-five members to be elected from among the members of the Corporation. Until otherwise provided by proper action, the Board of Directors shall consist of fifteen members (increased to fifteen by amendment of July 9, 1939 and July 12, 1942).

Term

Each director shall serve for a term of one year, commencing September first of the year elected and ending August 31st of the following year. The directors shall be elected each year from among the members at the annual meeting of members to be held on the second Sunday in July of each year. Until September first of the year elected, the new Board of Directors shall not take office or be vested with any authority whatsoever, except to convene for the sole purpose of appointment of officers and committees to take office effective September first of such year. The first election of Directors shall be held on the second Sunday in July 1939. The Directors named in the Articles of Incorporation shall serve until that date.

Officers

The officers of the Corporation shall be a President, Vice-President, Secretary and Treasurer, and shall be elected from among the members of the Board of Directors, which shall take office effective September first, at a meeting held each year immediately following the annual meeting of members. The term of office of each officer shall commence September first of the year elected and end August 31st of the following year. The first officers of the Corporation shall be elected from among the members of the Board of Directors named in the Articles of Incorporation. The Board of Directors may appoint from

among the members of the Corporation or from among the members of the Board such other officers and committees as it may deem necessary for the proper conduct of the business of the Corporation.

Meetings

Annual meetings of the Board of Directors shall be held each year immediately following the annual meeting of members.

The Board may arrange for regular meetings at such periods and at such places as will best serve its convenience. Special meetings may be called at any time and place by the President or by two-thirds of the Directors. Unless otherwise specified in the notice thereof any and all business may be transacted at any meeting.

Quorum

A majority of the members of the Board of Directors in office at the time shall constitute a quorum for the transaction of business. The vote of a majority of the Directors present at any meeting in favor of or against any proposition shall prevail, except in the case of any vacancy occurring on the Board through death, resignation or any other cause when a majority of the members of the Board remaining, if constituting a quorum, may by majority vote elect a successor to hold office for the unexpired term.

Action by Resolution

The Board of Directors shall have power to act by a resolution in writing signed by all the members. Action by resolution in proper form shall be deemed to be action by such Board to the effect therein expressed with the same force and effect as if the same had been duly passed by the same vote at a duly convened meeting.

Rules, Regulations, Dues and Assessments

The Board may make such rules and regulations as it may deem expedient for the proper conduct of the affairs and business of the Corporation. The Board shall have the power to fix and assess any and all dues and assessments necessary to meet and defray the expenses of the operation of The Mountain Club including the purchase and replacement of equipment and materials and the employment of the necessary supervisory and maintenance staffs. Such dues and assessments shall be laid and levied annually as soon as the Board is able to prepare and adopt the budget for the succeeding season but in no event later than March 1st of each year. The Board shall also enforce the collection of such dues and assessments which shall be laid and levied according to class of membership without distinction within a class. The Board may fix delinquent dates for payment and shall not permit club services and privileges to delinquent members. Penalties and discounts may be fixed by the Board.

ARTICLE V
Miscellaneous Matters

1. The Board of Directors may assign duties to the respective officers and committees and prescribe the method in which the same shall be discharged.
2. These By-laws may be altered, amended or repealed at any regular or special meeting of the Directors or of the members. Should any alteration, amendment or repeal be contemplated at any special meeting, notice of such intention must be given in the same manner and for the same time as required for such meeting.
3. Any notice required by these By-laws to any member, director or officer of the Corporation may be waived by the member, director or officer entitled to receive the same. Waiver may be either general or specific and may be in writing or conveyed by telegraph.
4. The Board shall require the Secretary to keep an adequate and current record of all members and such other records as it may deem necessary. The Board shall require the Treasurer to maintain proper and current records.

RULES AND REGULATIONS

1. Plans for houses, additions to existing houses, guest houses, outbuildings and all other construction or additions, including plans for remodeling of any structure, shall be submitted to the Executive Committee for approval and work on the house shall not be started until written consent has been given. By the word "plans", it is meant either those drawn by an architect or a sketch made by owner or builder. The plans shall be drawn to scale and shall consist of the following:
 - A. Plot plan showing the size of property and the location of the house, and/or additions and locations of the septic tank. (It shall be the policy of the Board to discourage the crowding of houses because of fire hazards and sanitation problems. It is felt new houses should not be closer than 50 feet from the adjoining house.)
 - B. Floor plan showing location, size and number of rooms, locations of doors and windows, plumbing and electrical outlets. In addition to the floor plan, the front elevation will be required showing the height of the building.
 - C. The plans shall include a detail of a septic tank showing the size which shall not be less than those required by the Arizona State Health Department.

- D. Flues in all dwelling houses or other buildings must be built of terra cotta or fireproof brick.
- E. Houses shall contain not less than 700 square feet of floor space covered.
- 2. No building shall be erected within the Club grounds for the use, occupancy and care of person or persons suffering from contagious or infectious disease.
- 3. Any occupant or resident who permits offensive odors to exist from septic tanks, leaching, or other means, shall be warned by the Superintendent and if prompt action is not taken to correct the same, the Executive Committee shall take such steps as may be indicated.
- 4. No tents or any unsightly outbuildings shall be erected on any property.
- 5. No trailer house shall be permitted within the Club grounds if same is used as a home or to supplement a home.
- 6. The keeping or raising of chickens, other fowl, rabbits, or similar animals will not be permitted within the Club grounds.
- 7. Because of the great fire hazard, no fireworks will be permitted at any time.
- 8. No fires shall be lighted outside for the purpose of burning trash, papers, brush or any other object or objects unless in incinerator or grill, without special permission of the Club Superintendent.
- 9. The Board of Directors is empowered to make arrangements for the stabling of horses in commercial stables adjacent to the Club grounds.

In specific instances where members can show that keeping of horses within the Club grounds will not be objectionable nor a menace to the general welfare of the Club, permission may be granted by a two-thirds vote of the Board of Directors, provided that the horses are owned by the members and not commercially stabled and provided that there shall be only one horse to each half acre of ground area. If permission is granted, accommodation shall be kept clean and sanitary, or said permission may be revoked at any time.
- 10. Filth is the breeding place of flies and for the sake of health as well as appearance, all garbage shall be kept in tightly covered can or cans. Should there be an occasional overflow and the housewife finds it necessary to place papers, cans, etc., in a box for the convenience of the collector, it is suggested that this box should not be placed outside until the day the garbage is collected and it should either be closed or trash weighted down with a stone so the loose papers will not be blown about by the wind or the box overturned by dogs.

11. Our woods are relatively free from ticks and while there is an infestation of them in the Phoenix area, it is suggested that all dogs be carefully examined or dipped just prior to bringing them up.
12. While our roads do not permit excessive speeding, all cars should be operated in a reasonable and prudent manner.
13. No parent, guardian, or other person possessing custody and control, or supervision, of a child under the age of eighteen years, shall cause or permit such child to use or have a firearm of any type or character in his or her possession within or on the Club grounds.
14. A parent, guardian, or other person possessing custody, control or supervision of a minor child will be held fully responsible for the proper acts, demeanor and conduct of such child within or on the Club grounds at all times. Should the acts, demeanor and conduct of a minor child be deemed by the Board to be improper or inimical to the proper enjoyment by the members and their children, of the Club facilities and grounds, the parent, guardian, or other person possessing custody, control or supervision of such minor child shall be considered to have violated the rules and regulations of this Corporation.
15. Should a minor child cause or commit damage to Club facilities or to the private property of a member, the parent, guardian, or other person possessing custody, control or supervision of such minor child shall pay to the Club or member, as the case may be, the full amount of such damage.
16. a. Effective October 15, 1959 the following membership fees are hereby adopted:
 - (a) Active Membership -- \$350.00
 - (b) Associate Membership -- \$75.00b. All dues and assessments assessed and levied against Associate Memberships shall be the same as those assessed and levied against Active Memberships.

All memberships, regardless of classification shall at all times be subject to the By-laws of this Corporation and all dues and assessments laid and levied by the Board of Directors of this Corporation shall further be subject to all rules and regulations promulgated by the Board of Directors.

c. Upon transfer of ownership of private property owned by an Active Member, the Grantee thereof, provided that such Grantee is accepted for membership by the Board of Directors, shall pay to the Corporation a transfer fee of \$25.00 and transfer of an Associate Membership may likewise be made upon payment of a transfer fee of \$25.00.

- d. An Active Member or an Associate Member who divests himself of ownership of all improved property but continues to own unimproved property situated within the confines of the area over which the Mountain Club has jurisdiction, and which area is commonly known as "The Mountain Club" may retain his membership, Active or Associate, as the case may be, for a period not to exceed three (3) years from the date of such divestment. Such member shall pay annual dues in the amount of \$10.00, and upon payment thereof shall have all of the rights and privileges which pertain to his particular class of membership. Such membership regardless of classification shall be revoked if two (2) annual payments of dues and/or assessments become delinquent. When such member shall again become the owner of improved property in the area referred to within, his dues obligation shall increase to the applicable full dues of the membership of the particular class which he possesses.
17. The penalty for violating any of the above rules and regulations will be expulsion from the Club, loss of Club membership, services and privileges, effective at such time as the Board may direct.
18. These rules and regulations will be revised or modified as the growth of our Club requires it.

CERTIFICATE

I hereby certify that the foregoing is a true and complete copy of the By-Laws, Rules and Regulations of The Mountain Club, an Arizona Corporation, as the same are now approved and in force.

Dated this 14th day of March, 1968.

John Hartley
Secretary, The Mountain Club