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STATE OF ARIZONA, County of Yavapai—ss

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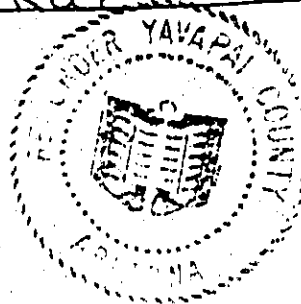
I do hereby certify that the within instrument was filed and recorded at the request of Boyle & Brown
on JUN 24 '77 - 4 22 PM o'clock Book 1081 Official Records Page 679-686 incl.
Records of Yavapai County, Arizona. WITNESS my hand and official seal the day and year first above written.

PATSY S. JENNEY, County Recorder

By

Carol Rice

Deputy



DECLARATION OF RESTRICTED COVENANTS

350

FOR

ALL UNITS OF FOREST HYLANDS, IN THE CITY OF PRESCOTT, ARIZONA,
ACCORDING TO THE MAPS AND PLATS THEREOF FILED, AND TO BE FILED,
OF RECORD, IN THE OFFICE OF THE YAVAPAI COUNTY RECORDER

MISSION HILLS DEVELOPMENT, INC., an Arizona corporation, is the owner and developer of premises situate in the City of Prescott, County of Yavapai, State of Arizona, known as FOREST HYLANDS. The map and plat for Unit One of FOREST HYLANDS has been filed and recorded in the Office of the Yavapai County Recorder, in Book 20 Pages 45 of Maps, and it is intended that plats of additional units of said FOREST HYLANDS will subsequently be recorded in the Office of the Yavapai County Recorder. MISSION HILLS DEVELOPMENT, INC. hereby declares that all lots in FOREST HYLANDS shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, reservations, easements, liens and charges, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of FOREST HYLANDS, and for the benefit of the owners thereof, their heirs, successors, grantees and assigns. All of the following restricted covenants are to be construed as running with title to said premises and with each and every part and parcel thereof.

1. All building lots, except the area designated on said map as Multi-family Residence, shall be single family residential lots.

2. No building, including but not limited to solar energy homes, structure or fence of any kind shall be erected, placed or altered upon any of the premises unless the specifications for the same and the location thereof shall have been approved in writing by MISSION HILLS DEVELOPMENT, INC. or its designated agent prior to the commencement of construction.

3. No dwelling shall be erected on any lot nearer than twenty-five (25) feet from the front lot line or nearer than ten (10) feet from any side lot line, except as to those lots which have zero (0) side setbacks as shown on the map and plat for that particular Unit of Forest Hylands filed in the office of the Yavapai County Recorder, or nearer than fifteen (15) feet from any rear lot line, except variance from this restriction may be granted by MISSION HILLS DEVELOPMENT, INC., or its designee upon a conclusive showing by the lot owner of undue hardship caused by the particular terrain of the lot in question. For the purposes of this covenant, eaves, steps, stoops, patios, open porches, overhangs, trims, gutters, drains and chimneys shall not be considered as a part of a dwelling, providing, however, that this shall not be construed to permit any encroachment upon another lot. The above setback lines and all other use restrictions contained in this declaration do not supersede zoning and other land use regulations adopted by governmental authorities which, to the extent they are more restrictive, must also be followed.

4. Plans must include all elevations of the dwelling, buildings or structures to be erected thereon with grades conforming to the site conditions.

5. No single family dwelling shall be erected on said premises having less

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than twelve hundred (1200) square feet of living space on the main floor, exclusive of porches and attached garages.

6. All buildings and structures shall be constructed by a general building contractor and the construction must be pursued diligently. All buildings are to present a finished exterior appearance within five (5) months after commencement of construction and the landscaping must be substantially completed within nine (9) months from the commencement of construction.

7. All single family dwellings must have an attached carport or attached garage and in addition, each single family residential lot must provide off-street parking for a minimum of two (2) vehicles.

8. No trees on any lot, except diseased or dead trees, or trees, the removal of which is necessary in the construction of the dwelling units, garage or garages, shall be removed without written approval given by MISSION HILLS DEVELOPMENT, INC. or its designee.

9. All driveways or turnarounds on each of said lots shall be paved with concrete or bituminous concrete. In the event a driveway or vehicular entrance shall be located or placed on both sides of a common boundary between two lots, the owner or owners of each affected lot shall have, and are hereby granted, a non-exclusive easement, to be used in common with the owner or owners of the applicable adjoining lot, to use the area of such driveway which is situated within the boundaries or the applicable adjoining lot, for purposes of ingress and egress to and from the carport or garage situated on such lot. No use shall be made of a common driveway so as unreasonably to interfere with the use and enjoyment of such driveway by the owner or owners of the applicable adjoining lot.

10. No storage buildings or any structures other than the main dwelling house, attached garage or carport, shall be erected on said single family residential lots.

11. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers whether below ground level or within a screened area. All equipment for the storage of such material shall be kept in a clean and sanitary condition.

12. Any exterior laundry drying area shall be screened by trees, bushes, shrubbery or latticework so that the same is not visible from the adjoining lots or from the roadways. Unless written permission to the contrary is given by MISSION HILLS DEVELOPMENT, INC. or its designee, such screening for said laundry area and for said trash, garbage or waste as set forth under Paragraph II, above, shall be painted or stained so as to blend with the natural surroundings and the location design and height of such screening shall require the approval of MISSION HILLS DEVELOPMENT, INC. or its designee.

13. Lot owners may have one professionally made unlighted sign not to exceed one square foot in area advertising the premises for sale, lease, or rent located not closer than twenty (20) feet to adjacent property boundaries nor closer than five (5) feet to a street boundary line.

14. Recreational vehicles, boats, boat trailers, campers and motor homes may be parked on any dwelling lot, until such time as MISSION HILLS DEVELOPMENT, INC. or the FOREST HIGHLANDS HOME OWNERS' ASSOCIATION, as provided in Paragraph 31.1 herein may provide a parking lot designated for recreational vehicles. When such parking lot facility becomes available, said recreational vehicles are not to be parked on any dwelling lot or street.

15. No repair maintenance work shall be performed on any motor vehicle, other commercial vehicles, recreational vehicles, boats, boat trailers, pick-up trucks, campers and motor homes or other pieces of equipment while it is parked or located on any lot except that such work may be performed if it is parked or located inside a garage or inside a carport and suitably screened or concealed from public view.

16. No structure of a temporary character, mobile home, trailer, camper, basement,

tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

17. No tents or other types of temporary buildings or structures may be erected on any lot, excepting, however, such temporary buildings as may enable the contractor to complete the building during the period of construction. Paragraph 16 and 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.

18. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose, and provided further that no more than two (2) dogs or two (2) cats, or one (1) dog and one (1) cat, may be kept on any lot, which shall be deemed to include the litter of any such animal for a maximum period of eight (8) weeks after birth.

19. No noxious 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.

20. No exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any lot or upon any portion of the improvements to be located on any lot.

21. Motorcycles, mini-bikes, trail bikes and other motor vehicles may not be ridden or driven on any of the private streets unless equipped with a muffler or other suitable device for the purpose of reducing noise of operation to an acceptable level as determined from time to time by MISSION HILLS DEVELOPMENT, INC. or its designee.

22. As nearly as possible, consistent with the uses specified on the plats, each of the Common Areas shall be left and preserved in its natural state.

23. All structures shall be of new materials or in the alternative of materials approved in writing by MISSION HILLS DEVELOPMENT, INC. or its designee.

24. Roofs must be approved by MISSION HILLS DEVELOPMENT, INC., or its designee, prior to construction. These are to be of materials and colors which blend with the natural surroundings, and those colors will be appropriate shades of green or brown.

25. All tools, materials, landscaping equipment, household effects, machinery or machinery parts, boats, boxes, bags, and other items which shall in appearance detract from the aesthetic value of the property shall be so placed and stored as to be concealed from public view.

26. No lots shall be re-subdivided into smaller lots or conveyed or encumbered in less than the full original dimensions of such lots as shown by the respective plats of FOREST HIGHLANDS, except when each such part lot becomes part of a lot unit larger than the original lots involved.

27. Attempts by lot owners to utilize any mineral or water rights on their lots shall require prior written approval by MISSION HILLS DEVELOPMENT, INC. or its designee.

28. The uses of each of the Common Areas shall be in accordance with the general policies adopted by an Association of lot owners, as provided by Paragraph 30 herein, and said policies will be implemented by actions taken by the Board of Directors of said Association. All usage of the Common Areas shall be in compliance with the applicable provisions of the Rules and Regulations of said Association.

29. The areas designated "Common Areas" on the recorded plats shall be held by MISSION HILLS DEVELOPMENT, INC. or its designee for the exclusive use and benefit of every purchaser of the lot and any of the plats of FOREST HIGHLANDS, until seventy-five percent (75%) of the total lots in FOREST HIGHLANDS are sold. At that time, MISSION HILLS

DEVELOPMENT, INC. or its designee will convey said Common Areas and property, subject to the reservations hereinafter stated, to the Association of homeowners provided in Paragraph 31 herein, provided the Association has shown its intention and its ability to the satisfaction of MISSION HILLS DEVELOPMENT, INC. or its designee to hold, maintain, and operate the Common Areas and common facilities in a sound manner.

30. All exterior propane or bottle gas tanks shall be buried underground so as to be out of sight.

31. The Association and Assessments.

31.1 The purchaser of any lot in FOREST HIGHLANDS shall automatically, upon becoming the purchaser of such lot, regardless of whether or not said purchaser has completely paid for his lot, be a member of the FOREST HIGHLANDS HOMEOWNERS' ASSOCIATION, hereinafter 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 FOREST HIGHLANDS or the mere acquisition, rental of any of the lots in FOREST HIGHLANDS or the use of the common facilities by any person shall signify that these covenants and the By-Laws of the Association are accepted and consented to by that person. The administration of the Association shall be in accordance with the covenants and the By-Laws of the Association, and all members of the Association shall comply with these covenants, the By-Laws, decisions and the resolutions of the Association, and failure to comply with the same shall be grounds for action to recover sums due, for damages or for injunctive relief.

31.2 Voting. At all meetings of the Association, each member shall be entitled to one vote for each lot owned by him in FOREST HIGHLANDS, which voting right shall be exercised by an owner of record of each lot or each dwelling unit who shall be known as the "Voting Owner." The majority of the Voting Owners will constitute a quorum and the decision of the majority of the quorum present shall be the act of the Association. The Voting Owner shall be designated by the record owner or owners by written notice to the Association. The power herein conferred to designate the Voting Owner of a lot or single family dwelling unit (hereinafter referred to as "unit") and to revoke said designation, may be exercised by the respective owner, the owner's guardian, or during the administration of the deceased owner's estate, by the personal representative or administrator of the deceased owner's estate. The designation of a record owner as a Voting Owner shall be deemed to be automatically revoked (1) upon the sale of the lot or unit at a sheriff's sale or the execution of a deed in lieu of foreclosure resulting from a foreclosure of any bona fide first mortgage or the sale of a lot or unit 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 for the purpose of designating a Voting Owner), (2) upon transfer of record title to the lot or unit (and the new record owner or owners shall designate a new Voting Owner), (3) upon notice to the Association of the death or judicial incompetency of anyone designated a Voting Owner, or (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 or unit for the purpose of voting so long as he is legally acting as a receiver. If no Voting Owner of a lot or unit shall have been designated, or if said designation has been revoked as stated herein, no vote shall be cast in behalf of such lot or unit until the Voting Owner is designated as provided herein.

31.3 Purposes and Responsibilities of Association. The Association shall (1) maintain, operate and otherwise manage the Common Areas and all facilities and improvements from time to time situated or located therein or thereon; (2) maintain and repair the private streets, lighting facilities (if any) and all other improvements within the Common Areas; (3) purchase and maintain policies of public liability and hazard insurance with respect to all parts of the common property, excepting the lots or units; (4) pay all ad valorem real property taxes and all special improvements or other assessments levied and assessed against all parts of the common property, excepting the lots or units. The Association shall have the right to contract with one or more third parties for the operation of any such facilities or improvements, or for the furnishing of any such services, provided the Association may legally do so.

31.4 Assessments. Each member of the Association shall pay to the Association, commencing with activation of the Association pursuant to Paragraph 35 herein, a sum equal to his pro rata share of the aggregate of the following, except as herein-after provided:

(a) The actual or estimated cost of all repair, replacement, maintenance and cleaning of the private streets; (the owners of units in the Multi-Family Residence Area shall pay a pro rata share of such actual or estimated costs based upon the length of the private road used for access to the Multi-Family Residential Area.)

(b) The actual or estimated cost of operating and maintaining the Common Areas.

(c) The actual or estimated cost of public liability insurance, hazard insurance and fidelity bonds carried by the Association;

(d) The actual or estimated cost of general administration services and any other overhead of the Association;

(e) The actual or estimated amounts required to pay and discharge all other items of expense which are incident to the ownership of the Common Areas and the private streets, including, but without limitation, real estate taxes and assessments;

(f) Such sums as the Board of Directors shall determine to be reasonable and prudent for the establishment and maintenance of any necessary reserves for repair and maintenance of the private streets and Common Areas, and to meet any of the costs referred to in Paragraphs a through f inclusive of this paragraph.

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 single family residential lots and total number of Multi-Family dwelling units. Each member's pro rata share shall be the same whether or not a dwelling has been constructed upon the lot, and whether or not the lot owner or unit owner is receiving any of the services for which the assessment is levied.

Until such time as title to the Common Areas, private streets and other improvements thereon have been transferred by MISSION HILLS DEVELOPMENT, INC. to the Association, the pro rata share of the aforementioned costs payable by the owner or owners of lots or units shall be determined by MISSION HILLS DEVELOPMENT, INC. or its designee. At all times subsequent to the conveyance of the Common Areas and other improvements to the Association, owner's pro rata share shall be determined from time to time by the Association which, in determining each member's pro rata share, shall follow budgetary procedures provided for in the By-Laws.

31.5 Payment and Security. Invoices for the amounts payable by the Association under Paragraph 31.4 shall be submitted by the Association monthly or at such other 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 twenty (20) 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, and, if the Board of Directors so determines, shall bear interest from and after such delinquency date at such rate of interest as the Board of Directors may from time to time establish for uniform application to all members. Amounts owed by a member on account of the assessments provided for in this paragraph shall be secured by a continuing lien on the member's lot or unit. If any such invoice is not paid prior to delinquency and continues unpaid, the Association 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 foreclose is filed by the Association within three (3) years following the date on which the amount sought to be collected shall have become delinquent. Failure to initiate such foreclosure within such three-year period shall not have the effect of extinguishing such lien, the only effect being that such lien shall no longer secure

amounts which become delinquent more than three (3) years prior to the filing of such foreclosure action. The lien provided for in this paragraph shall be subordinate to the lien of a bona fide first mortgage on the applicable lot or unit and improvements thereon, and the purchaser of the lot or unit, by virtue of a foreclosure or similar proceeding, shall take title free and clear of any assessment lien which accrued prior to the issuance of a sheriff's deed, deed in lieu of foreclosure, or trustee's deed by power of sale. Notwithstanding the foregoing, however, in the event the owner against whom the original assessment was made is the purchaser or redemptioner, the lien shall continue in effect and may be enforced by the Association for the applicable assessment that was due prior to the issuance of such sheriff's deed, deed in lieu of foreclosure or trustee's deed. Further, any such unpaid assessment shall nevertheless continue to exist as the personal obligation of the defaulting owner to the Association, which shall have the right to collect the same from said owner even after he is no longer a member of the Association. The purchaser of a lot or unit, by virtue of foreclosure or similar proceedings, and the lot or unit itself, shall be subject to a lien for assessments accruing from and after the date upon which a sheriff's deed, deed in lieu of foreclosure, or trustee's deed by power of sale is issued to such purchaser.

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.

31.6 Association's Right to Discontinue Services. If any invoice referred to in Paragraphs 31.4 and 31.5 should not be paid prior to delinquency, the Association, to the extent permitted by law, may discontinue furnishing services to the lot or unit owned by the applicable member and may deny to the occupants of such lot or unit, their guests and invitees, the right to make use of the Common Areas, for so long as such delinquency shall continue. Discontinuance of services to the lot or unit owner shall not affect or diminish the obligation of the owner to continue to pay his pro rata share of the assessments levied by the Association after the discontinuance of service.

31.7 Association's Right to Maintain. If the owner or owners of any lot, including the area designated on plat as "Multi-Family Residence" should fail to maintain the lot and the improvements situated thereon in a manner satisfactory to the Board of Directors, then, and in such event, the Association, through its agents and employees and independent contractors engaged by it, shall have the right to enter upon such lot and to repair, maintain, rehabilitate and restore the premises and the exterior of the improvements situated thereon, and the cost thereof shall be charged against the owner or owners of the lot by invoice which shall be due and payable on demand, and secured by the same lien as is provided for herein in Paragraph 31.5 and such lien may be foreclosed in the manner provided in Paragraph 31.5.

32. The areas designated Common Areas on the recorded plats shall be held by MISSION HILLS DEVELOPMENT, INC. for the exclusive use and benefit of every purchaser of a lot or unit in any of the plats of FOREST HILANDS until MISSION HILLS DEVELOPMENT, INC. conveys said property and facilities, subject to the reservations hereinafter stated, to the Association.

33. The Common Areas and all facilities placed thereon shall remain undivided and no owner shall have any right to bring any action for petition or sale, it being agreed that this restriction is necessary in order to preserve the rights of the owners with respect to the use and management of the Common Areas and facilities.

34. Until such time as the Common Areas have been conveyed to the Association as provided in Paragraph 32 above, MISSION HILLS DEVELOPMENT, INC. will operate and maintain said areas for a monthly fee, payable in advance by each lot owner on demand. When MISSION HILLS DEVELOPMENT, INC. conveys the Common Areas and facilities thereon to the Association, the Association shall become responsible for the maintenance, repair, operation and improvement of the Common Areas and the facilities thereon, and shall be responsible for the payment of all costs in connection therewith, including property taxes, insurance premiums and all utilities used in connection therewith. MISSION HILLS DEVELOPMENT, INC. shall have all rights in enforcing collection of the fee by the same means granted to the Association in Paragraph 31.5 herein.

35. When seventy-five percent (75%) of the total lots in FOREST HILANDS have been sold, MISSION HILLS DEVELOPMENT, INC. shall notify the Association immediately

in writing. The Association shall call a meeting of members for the purposes of taking over the operation, maintenance and improvement of the recreation area and all common facilities at which meeting the Association shall elect by a majority of the votes cast five persons to the Board of Directors of said Association, all of whom shall be lot owners or a Multi-Family Unit owner in FOREST HYLANDS, and who shall immediately estimate the expenses necessary to operate, maintain and improve as desired the Common Areas and facilities, 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 that are attached hereto.

36. The Association shall incorporate itself prior to September 1, 1977. MISSION HILLS DEVELOPMENT, INC. will pay the cost of incorporation and the Association shall reimburse that expense when the Association assumes control and ownership of the Common Areas and facilities thereon as provided in Paragraph 29 herein.

37. Each lot owner or unit owner shall pay his equal share of all assessments when due and may not exempt himself from liability for his share of the assessment by waiver or abandonment of the use and enjoyment of his lot or unit or the common facilities.

38. All Common Areas and facilities shall be maintained and conducted so as not to constitute a nuisance to nearby residents and shall be conducted only with the approval of the Association.

39. MISSION HILLS DEVELOPMENT, INC. shall not become a member of the Association or become liable for the payment of any assessments or incur any liabilities whatsoever by virtue of its ownership of any of the lots or units at FOREST HYLANDS.

40. At the same time the Association assumes control and authority over the Common Areas and facilities, the Association shall immediately secure liability insurance protecting the Association, and MISSION HILLS DEVELOPMENT, INC. as additional insurers, in such companies and in such amounts as approved by MISSION HILLS DEVELOPMENT, INC., but not less than \$500,000.00 for any one accident and adequate physical damage coverage on any insurable common facilities. The original of such policy shall be delivered to MISSION HILLS DEVELOPMENT, INC. and all of such policies shall be maintained and continued in full force and effect until such time as MISSION HILLS DEVELOPMENT, INC. has in writing released the Association from this requirement, provided, however, that these insurance requirements may be modified from time to time without written consent of MISSION HILLS DEVELOPMENT, INC., or its assignee.

41. The scheduled conveyance of the Common Areas and facilities to the Association may be done earlier than scheduled in Paragraph 29 herein if mutually agreed between MISSION HILLS DEVELOPMENT, INC. and the Association, provided a majority of the then membership of the Association so votes.

42. MISSION HILLS DEVELOPMENT, INC expressly reserves for its use and benefit, for the use and benefit of its heirs and assigns, and for the use and benefit of all public utilities serving the subdivision, and for the use and benefit of the Association, an easement and right of way within the area of each of the private streets and within the areas of the public utility easements shown on the plats, for the purpose of constructing and placing within and thereon wires, conduits, transformers and related and necessary items of equipment for the underground transmission of gas, electricity for lighting and other purposes, and for the construction, installation, operation and maintenance of water lines, sewer lines, drains, water pipes, telephone and other transmission lines or conduits, under the surface of said streets and easements, for any lawful purpose whatsoever, except, as necessary, transformers, pumps and other items of equipment required in connection with the operation of any such facilities or lines may be placed upon the surface of said streets and easements or upon the surface of any of the Common Areas.

43. All instruments of conveyance or assignment of any interest in all or any part of the property shall refer to this instrument and shall be subject to the covenants, restrictions, reservations, conditions and servitudes herein contained as fully as though this instrument were therein set forth in full; provided, however, that

the terms and conditions of this instrument shall be binding upon all person affected by its terms, whether express reference is made to this instrument or not.

44. This Declaration may be amended during the period ending ten (10) years immediately following the date of the recording of this Declaration only by instrument executed by the owners of at least eighty per cent (80%) of the lots and such amendment shall not be effective until the recording of such instrument. Thereafter, this Declaration may be amended by instrument executed by the owners of at least two-thirds (2/3) of the lots and such amendment shall not be effective until the recording of such instrument.

45. The covenants, restrictions and servitudes of this Declaration, as the same may hereafter be amended in accordance with the terms hereof, shall remain in full force and effect for a term of fifteen (15) years from and after the date of recording of this Declaration, from which time they shall automatically be renewed and extended for successive periods of ten (10) years each, unless terminated as of the end of such initial fifteen (15) year of any successive ten (10) year period, by the recording, within the six (6) months period immediately preceding the expiration of such initial fifteen (15) years period or any successive ten (10) year period, of an instrument of termination, executed and acknowledged by the owners of at least fifty percent (50%) of the lots.

46. No waiver of a breach of any of the covenants, conditions, restrictions and agreement herein contained shall be construed to be a waiver of any other breach of the same, or other covenants, conditions, restrictions and agreements, nor shall failure to enforce any one of such restrictions and agreements, nor shall failure to enforce any one of such restrictions, either for forfeiture or otherwise, be construed as a waiver of any other restriction or condition.

47. If any covenant, condition or restriction hereinabove contained, or any portion thereof is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition or restriction.

IN WITNESS WHEREOF, MISSION HILLS DEVELOPMENT, INC., an Arizona corporation, has caused its corporate name to be signed and its corporate seal to be affixed by the undersigned officers thereunto duly authorized this 24 day of June, 1977.

MISSION HILLS DEVELOPMENT, INC.

By

BLYDE PATTY, President

ATTEST:

MARGARET J. PATTY, Secretary

STATE OF ARIZONA)
) ss.
County of Yavapai)

On this the 17th day of June, 1977, before me, the undersigned officer, personally appeared BLYDE PATTY and MARGARET J. PATTY, who acknowledged themselves to be the President and Secretary, respectively, of MISSION HILLS DEVELOPMENT, INC., an Arizona corporation, and that they as such officers respectively, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by themselves as such officers respectively.

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

My Commission Expires:

Notary Public