



INSTRUMENT # 9048922
OFFICIAL RECORDS OF
YAVAPAI COUNTY
PATSY C. JENNEY
REQUEST OF:

CITY OF PRESCOTT

DATE: 12/19/90 TIME: 14:30

FEE: 16.00 SC: PT:

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DR	FEE
MAP	\$2
PCL	\$5
	\$1
	\$1.00

GOLF LINKS SUBDIVISION UNIT I

MASTER DECLARATION OF
RESTRICTIVE COVENANTS FOR
ALL LOTS OF SINGLE FAMILY
RESIDENTIAL UNITS OF THE
GOLF LINKS SUBDIVISION UNIT
I, according to the plats
recorded and to be recorded
in the Office of the
Yavapai County Recorder,
Arizona

BOOK 2315 PAGE 952

MASTER DECLARATION OF RESTRICTIVE COVENANTS FOR ALL LOTS
OF SINGLE FAMILY RESIDENTIAL UNITS OF THE GOLF LINKS
SUBDIVISION UNIT I, according to the plats recorded and
to be recorded in the Office of the Yavapai County
Recorder, Arizona in Book 28, Pages 77 through
79, on DECEMBER 19, 1990.

WHEREAS, at full development the Declarant intends, without
obligation, that GOLF LINKS SUBDIVISION UNIT I shall include one
or more residential neighborhoods; and

WHEREAS, as the development of GOLF LINKS SUBDIVISION UNIT I
proceeds, the Declarant intends, without obligation, to sell lots
to various private individuals and builders; and

WHEREAS, the Declarant desires to establish for its own
benefit and for the mutual benefit of all future LOT OWNERS, or
other holders of an interest in any lot or portion of GOLF LINKS
SUBDIVISION UNIT I, certain mutually beneficial covenants,
restrictions, and obligations with respect to the proper develop-
ment, use, and maintenance of GOLF LINKS SUBDIVISION UNIT I; and

WHEREAS, the Declarant desires and intends that the LOT
OWNERS, mortgagees, beneficiaries, trustees, and other persons
hereafter acquiring any interest in property located in GOLF
LINKS SUBDIVISION UNIT I, shall at all times enjoy the benefits
of, and shall hold their interest subject to, the rights, ease-
ments, privileges, covenants, and restrictions hereinafter set

forth, all of which are declared to be in furtherance of a plan to promote and protect the value, desirability, and attractiveness of GOLF LINKS SUBDIVISION UNIT I; and

WHEREAS, the Declarant therefore wishes to subject all of GOLF LINKS SUBDIVISION UNIT I to the covenants, conditions, restrictions, assessments, charges, servitudes, liens, reservations, and easements (hereinafter collectively called "Covenants") hereinafter set forth, which Covenants shall run with the land and shall be binding upon and inure to the benefit of all parties having any right, title, or interest in GOLF LINKS SUBDIVISION UNIT I; and

NOW, THEREFORE, the DECLARANT hereby declares, covenants, and agrees as follows:

ARTICLE I

1.0 DEFINITIONS

Unless the context clearly indicates a different meaning, the following terms as used in this MASTER DECLARATION are defined as follows:

1.1 "ARCHITECTURAL COMMITTEE" means the Architectural Review Committee as created in Section 4.1 hereof.

1.2 "ARCHITECTURAL GUIDELINES" or "DESIGN GUIDELINES" mean those guidelines established by the Architectural Committee and shall include design standards for the appearance and development of property in Golf Links Subdivision Unit I as well as the review and approval procedures for the committee.

1.3 "COVENANTS" means the covenants, conditions, restrictions, assessments, charges, servitudes, liens, reservations, and easements set forth herein.

1.4 "DECLARANT" means the City of Prescott, a municipal corporation of the State of Arizona, and the successors and assigns of the Declarant's rights and powers hereunder. Any assignment of all or any portion of the Declarant's rights and powers shall be made by a recorded instrument executed by the assignor Declarant.

1.5 "DECLARATION" means this MASTER DECLARATION OF RESTRICTIVE COVENANTS FOR ALL LOTS OF SINGLE FAMILY RESIDENTIAL UNITS OF GOLF LINKS SUBDIVISION UNIT I, as amended or supplemented from time to time.

1.6 "DEVELOPMENT" means all of the stated forty-nine (49) single family LOTS designated on the "MASTER PLAN" for the GOLF LINKS SUBDIVISION UNIT I submitted to the City of Prescott, Arizona, for purposes of zoning and development approval.

1.7 "DEVELOPER" means the City of Prescott, a municipal corporation of the State of Arizona, and its successors and assigns.

1.8 "DWELLING" means any building or portion of a building situated upon a LOT designed and intended for use and occupancy as a residence of a SINGLE FAMILY.

1.9 "GOLF COURSE" and "GOLF COURSE LAND" means the golf course real property located adjacent to GOLF LINKS SUBDIVISION UNIT I owned by the City of Prescott and all improvements thereon

including any clubhouse, pro shop, and associated recreational, maintenance, and other facilities owned and operated by the City of Prescott in conjunction with the GOLF COURSE.

1.10 "GUEST" means an agent, servant, tenant, licensee, or invitee of a LOT OWNER or any person or entity who has acquired any title or interest in a LOT by or through a LOT OWNER, including a lessee, mortgagee, or any agent, servant, tenant, invitee, or licensee of such person or entity.

1.11 "LOT" means any area of real property within the Golf Links Subdivision Unit I designated as a lot for single family residential use on the recorded subdivision plat approved by DECLARANT for the DEVELOPMENT.

1.12 "LOT OWNER" means the record holder of legal, beneficial or equitable title to the fee simple interest of any LOT including, without limitation, one who is buying a LOT under a recorded contract, but excluding others who hold such title merely as security. LOT OWNER shall not include a lessee or tenant of a LOT. In the case of LOTS the fee simple title to which is vested of record in a trustee pursuant to Arizona Revised Statutes, Section 33-801 et seq., legal title shall be deemed to be in the Trustor. In the case of LOTS the fee simple title to which is vested in a trustee pursuant to a trust agreement the beneficiary of any such trust entitled to possession shall be deemed to be the LOT OWNER. LOT OWNER shall include any person who holds record title to a LOT in joint ownership with any other person or holds an undivided fee interest in any LOT.

1.13 "MASTER DECLARATION" means this instrument as the same may be amended from time to time.

1.14 "PROPERTY" means all single family residential lots, roadways, and common areas, if any, platted on the recorded plats of all single family residential subdivision units of the Golf Links Subdivision Unit I, which have adopted or incorporated this MASTER DECLARATION.

1.15 "RECREATIONAL VEHICLE" means any vehicle designed for recreational use, including a motorhome, boat, travel trailer, camper, all-terrain vehicle, or licensed golf cart.

1.16 "RESIDENT" means:

- (1) Each buyer under a contract of sale covering any part of the PROPERTY, regardless of whether the contract is recorded, and each tenant or lessee actually residing or conducting a business on any part of the PROPERTY; and
- (2) Members of the immediate family of each LOT OWNER, lessee, tenant, and of each buyer referred to in subparagraph 1 actually living in the same household with such LOT OWNER, lessee, tenant, or buyer.

1.17 "SCREENING" means a hedge, structure or partition erected in accordance with these restrictions for the purpose of completely concealing the property to be screened from adjacent or contiguous public or private property.

1.18 "SINGLE FAMILY" means an individual living alone, a group of two or more persons related by blood, marriage, or legal adoption, including any usual servant, living together as a single housekeeping unit in a dwelling unit, or a group of not more than three (3) persons who need not be related, including any usual servant, living together as a single housekeeping unit in a dwelling unit.

1.19 "STRUCTURE" means anything constructed or erected and the use of which is permanently located or requires permanent location on or attachment to something having a permanent location on a LOT.

1.20 "VISIBLE FROM NEIGHBORING PROPERTY" means with respect to any given object, that such object is or would be visible to a person six feet tall standing on neighboring property, on the level of the base of the structure or building being viewed.

ARTICLE II

2.0 COVENANTS APPLICABLE TO LOTS, PARCELS, AND OTHER AREAS WITHIN ALL LAND USE CLASSIFICATIONS.

Except as otherwise expressly provided herein, the following Covenants and rights shall apply to all LOTS and other areas in the Golf Links Subdivision Unit I, and the LOT OWNERS, RESIDENTS, and TENANTS thereof, whether or not a Tract Declaration has been recorded on said property and regardless of the Land Use Classification of such property:

2.1 Architectural Control. Except as otherwise expressly provided in this DECLARATION, the ARCHITECTURAL GUIDELINES or any

applicable Tract Declaration which has been approved by the DECLARANT, (i) no improvements (whether temporary or permanent), alterations, repairs, excavation, grading, lighting, landscaping, or other work which in any way alters the exterior appearance of any LOT within the Golf Links Subdivision Unit I or improvements thereon from its natural or improved state existing on the date this DECLARATION is recorded shall be made or done, and (ii) no building, fence, exterior wall, residence, or other structure shall be commenced, erected, maintained, improved, altered, or made without the prior written approval of the governing Architectural Committee. All subsequent additions to or changes or alterations in any building, fence, wall, or other structure, including exterior color scheme, and all changes in grade, lighting, or landscaping of any area shall be subject to prior written approval of the governing Architectural Committee. No changes or deviations in or from the plans and specifications once approved by the governing Architectural Committee shall be made without the prior written approval of the governing Architectural Committee. Once construction of an improvement has been commenced on the LOT, the LOT OWNER shall complete such improvement in accordance with approved plans within twelve (12) months. The DECLARANT shall be exempt from the requirements of this subsection (a) and therefore all improvements, alterations, repairs, excavation, grading, lighting, landscaping, or other work performed, constructed or installed by the Declarant shall be deemed approved by the governing Architectural Committee.

2.2 Animals. Except as otherwise expressly permitted, no animals or birds, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any LOT or other area and then only if they are kept, bred, or raised thereon solely as domestic pets and not for commercial purposes. All pets must be kept in a fenced yard or on a leash at all times. No animal or bird shall be allowed to make an unreasonable amount of noise or to become a nuisance or an annoyance to other LOT OWNERS. It shall be the responsibility of each LOT OWNER to remove immediately any droppings from pets. No structure for the care, housing, or confinement of any animal or bird shall be maintained so as to be VISIBLE FROM NEIGHBORING PROPERTY, unless otherwise approved by the governing Architectural Committee. Upon written request of any RESIDENT or LOT OWNER, the governing Architectural Committee shall conclusively determine, in its sole and absolute discretion, whether, for the purposes of this subsection, a particular animal or bird is a generally recognized house or yard pet, whether such a pet is a problem or nuisance, or whether the number of animals or birds on any such property is reasonable. Any decision rendered by the governing Architectural Committee shall be enforceable in the same manner as other restrictions contained herein.

2.3 Temporary Occupancy and Temporary Buildings. No trailer, incomplete building, tent, shack, garage, or barn, and no temporary buildings or structures of any kind, shall be used at any time for a residence or DWELLING, either temporary or

permanent. Temporary buildings or structures may be used on any LOT for construction or repair, with the prior written approval of the governing Architectural Committee and for the time period approved by the governing Architectural Committee, provided such is provided with a trash dumpster and a chemical toilet or suitable sanitary facility.

2.4 Nuisances; Construction Activities. No weeds, dead trees, or plants, rubbish, or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any LOT or other area in the Golf Links Subdivision Unit I, and no odors or loud noises shall be permitted to arise or emit therefrom, so as to render any such property or activity thereon, unsanitary, unsightly, offensive, or detrimental to any other property in the vicinity thereof or to the occupants of such other property. No other nuisance shall be permitted to exist or operate upon any LOT or other area. The governing Architectural Committee shall have the exclusive right to determine the existence of any nuisance. Without limiting the generality of any of the foregoing provisions and except as otherwise permitted herein, no exterior speakers, horns, whistles, firecrackers, bells, wind chimes, or other sound devices, except security devices used exclusively for security purposes, shall be located, used, or placed on any such property. Normal construction activities and parking in connection with the building of improvements shall not be considered a nuisance or otherwise prohibited by this DECLARATION, but LOTS shall be kept in a neat and tidy condition during

construction periods, trash and debris shall not be permitted to accumulate, and supplies of brick, block, lumber, and other building materials will be piled only in such areas as may be approved by the governing Architectural Committee. A LOT OWNER shall be responsible for and shall promptly perform all onsite and construction cleanup occasioned by his contractors or subcontractors. In addition, any construction equipment and building materials stored or kept on any LOT during construction of improvements may be kept only in areas approved by the governing Architectural Committee, which may also require screening of the storage areas. It is acknowledged that normal construction activities may be noisy and may require the use of exterior speakers.

2.5 Diseases and Insects. No LOT OWNER shall permit any thing or condition to exist upon any LOT or other area which shall induce, breed, or harbor diseases or insects.

2.6 Antennas. No antenna, satellite receiving station, or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation shall be erected, used, or maintained outdoors on any area in the Golf Links Subdivision Unit I (whether attached to a building or structure or otherwise) so as to be VISIBLE FROM NEIGHBORING PROPERTY, unless approved by the governing Architectural Committee.

2.7 Mineral Exploration. No area in the Golf Links Subdivision Unit I shall be used in any manner to explore for or to

remove any water, oil, or other hydrocarbons, minerals of any kind, gravel, earth, or any earth substance of any kind.

2.8 Trash Containers and Collection. No garbage or trash shall be placed or kept on any LOT or other area, except in covered containers specifically designed and intended for refuse storage and disposal. Such containers shall be maintained and stored so as to not be VISIBLE FROM NEIGHBORING PROPERTY except to make the same available for collection. All rubbish, trash, and garbage shall be removed from the LOTS and other areas and shall not be allowed to accumulate thereon.

2.9 Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated, or maintained in the Golf Links Subdivision Unit I except such machinery or equipment as is usual and customary in connection with the use, maintenance, or construction (during the period of construction) of an approved building, appurtenant structures, or other improvements.

2.10 Signs. No signs whatsoever (including, but not limited to, commercial, political, and similar signs) which are VISIBLE FROM NEIGHBORING PROPERTY shall be erected or maintained in the Golf Links Subdivision Unit I except:

- (i) Signs required by legal proceedings.
- (ii) Not more than two identification signs for individual detached residences, each with a face area of one hundred twenty (120) square inches or less.
- (iii) Such other signs (including but not limited to "for sale" and "for lease" signs, construction job

identification signs, builders signs, directional signs, and subdivision identification signs) which are in conformance with the requirements of the City of Prescott Zoning Code and which have been approved in writing by the governing Architectural Committee or the DECLARANT as to size, colors, design, message content, and location.

All "For Sale" or "For Lease" signs shall be removed immediately upon the execution of a purchase or rental agreement.

2.11 Utility Easements. There is hereby created a blanket easement upon, across, over, and under the Golf Links Subdivision Unit I, for ingress to, egress from, and the installation, replacing, repairing, and maintaining of, all utility and service lines and systems, including, but not limited to, water, sewers, gas, telephones, electricity, television cable, or communication lines, and other systems as such utilities are installed in connection with the initial development of the PROPERTY. Pursuant to this easement, a providing utility or service company may install and maintain facilities and equipment on the PROPERTY and affix and maintain wires, circuits, and conduits on, in, and under the roofs and exterior walls of buildings on the PROPERTY.

2.12 Perimeter Walls. Perimeter walls and other fencing shall be constructed in accordance with DESIGN GUIDELINES to be promulgated by the governing Architectural Committee. All fences or walls adjoining the GOLF COURSE shall be constructed and maintained in accordance with specifications established by the

governing Architectural Committee for the purpose of preserving and protecting the views from adjoining properties.

2.13 Utility Service. No lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television, and radio signals shall be erected, placed, or maintained anywhere in the Golf Links Subdivision Unit I unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under, or on buildings or other structures, except for

(i) boxes on the ground for electrical or communication connections, junctions, transformers, and other apparatus customarily used in connection with such underground lines, wires, and other devices, and

(ii) such above ground electrical apparatus as may be convenient or necessary on any sites designated for Utility Use.

2.14 Overhead Encroachments. No tree, shrub, or planting of any kind on any LOT or other area shall be allowed to overhang or otherwise to encroach upon any sidewalk, street, pedestrian way, or other area from ground level to a height of eight (8) feet without the prior written approval of the governing Architectural Committee.

2.15 Recreational Vehicles. No recreational vehicle (classed by manufacturer rating as exceeding 3/4 ton), including motor homes, travel trailers, camper shells, detached campers,

boats, boat trailers, trailers, or other similar equipment or vehicles, may be parked or stored on any area in the Golf Links Subdivision Unit I so as to be VISIBLE FROM NEIGHBORING PROPERTY, the GOLF COURSE, or a street. Such vehicles may only be stored or parked on a LOT in a fully enclosed attached garage, as approved by the governing Architectural Committee. This provision shall not apply to (i) pickup trucks of equal to or less than one ton capacity with camper shells not exceeding eight (8) feet in height measured from ground level and mini-motor homes not exceeding seven (7) feet in height and eighteen (18) feet in length which are parked as provided in subsection 2.18 below and are used on a regular and recurring basis for basic transportation; or (ii) temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any improvement approved by the governing Architectural Committee.

2.16 Motor Vehicles. Licensed motorcycles, mopeds, mini-bikes, trail bikes, golf carts and other motor vehicles shall not be operated on the PROPERTY except within the traveled area of the public roadway. All such vehicles shall be equipped with a muffler in good working order and in constant use to prevent excessive or unusual noise. No motor vehicle of any kind shall be constructed, reconstructed, or repaired upon any LOT, street, or other area and no inoperable vehicle may be stored or parked so as to be VISIBLE FROM NEIGHBORING PROPERTY or to be visible from the GOLF COURSE or streets; provided, however, that this

provision shall not apply to (i) emergency vehicle repairs; or (ii) the parking of motor vehicles in garages or other parking areas designated by the DECLARANT so long as such vehicles are in good operating condition and appearance and are not under repair.

2.17 Parking. Vehicles of all LOT OWNERS and RESIDENTS, and of their GUESTS and invitees, are to be kept in garages, carports, and other parking areas designated or approved by the DECLARANT or the governing Architectural Committee; provided, however, this Section shall not be construed to permit the parking or storing in the above described areas of any vehicle whose parking or storage is otherwise prohibited herein. Temporary parking on streets for public or private social events or other permitted activities may be allowed. Each LOT OWNER shall provide two paved off-street parking spaces. No parking is permitted on unpaved portions of the LOT. No parking is permitted on any street in the PROPERTY except on a temporary basis.

2.18 Roofs. No solar panel, air conditioning unit, evaporative cooler, or other apparatus, structure, or object shall be placed on the roof of a DWELLING without the prior written consent of the governing Architectural Committee.

2.19 Window Treatments. In no event shall windows be covered with paper, aluminum foil, bed sheets, or any other materials or temporary coverings not specifically intended for such purpose.

2.20 Drainage. No LOT OWNER or resident shall interfere with or obstruct the drainage pattern over his LOT from or to any

other LOT as that pattern may be established or altered by the DECLARANT or its successor.

2.21 Right of Entry. During reasonable hours and upon reasonable notice to the LOT OWNER or other occupant of a LOT, any member of the governing Architectural Committee or its authorized representative or agent shall have the right to enter upon and inspect any LOT or other area, and the improvements constructed or being constructed thereon (except for the interior portions of any completed and occupied DWELLING) to determine compliance with this MASTER DECLARATION, the ARCHITECTURAL GUIDELINES, or any approval stipulations issued by the governing Architectural Committee, and such persons shall not be deemed guilty of trespass by reason of such entry.

2.22 Declarant's Exemption. Nothing contained in this MASTER DECLARATION shall be construed to prevent the erection or maintenance by DECLARANT or by other developers or their duly authorized agents, of structures, improvements, or signs necessary or convenient to the development or sale of property within the Golf Links Subdivision Unit 1 if those structures, improvements, or signs have been approved by the DECLARANT or the governing Architectural Committee.

2.23 Leases. Any agreement for the lease of all or any portion of a LOT must be in writing and must be expressly subject to this MASTER DECLARATION and the DESIGN GUIDELINES. Any violation of these documents shall be a default under the lease. The LOT OWNER shall remain liable for compliance with the

DECLARATION and DESIGN GUIDELINES and shall be responsible for any violations thereof by his tenant or his tenant's family and guests.

2.24 Tenants. The entire DWELLING and LOT may be let to a single family tenant or lessee from time to time by the owner, subject to the provisions of this MASTER DECLARATION and the DESIGN GUIDELINES.

ARTICLE III

3.0 COVENANTS APPLICABLE TO GOLF COURSE LAND

3.1 General. The GOLF COURSE LAND and any clubhouse and associated recreational and maintenance facilities shall remain property of the City of Prescott. Ownership or occupancy of a LOT in the Golf Links Subdivision Unit I shall not confer any ownership in or right to use the GOLF COURSE. No representations or warranties have been made or will be made by the DECLARANT or any other person or entity with regard to the continuing ownership or operation of the GOLF COURSE. The provisions of this Section 3.0 and any other provisions of this MASTER DECLARATION concerning the GOLF COURSE may not be amended without the approval of the DECLARANT.

3.2 Use Restriction. The GOLF COURSE LAND shall be used solely as a golf course, park, recreation area (including but not limited to a driving range, clubhouse, pro shop, lakes, tennis courts, swimming pools, picnic areas, ramadas, and other recreational and associated maintenance facilities), or for open space.

3.3 Operation of Golf Course. The GOLF COURSE shall not be subject to the provisions of Section 2.4 (Nuisances) and exterior speakers are expressly permitted on the GOLF COURSE. Activities and uses permitted on the GOLF COURSE LAND shall include all activities normally associated with the operation and maintenance of a golf course and any and all other recreational activities and facilities permitted under subsection (b) above, approved by the DECLARANT. Notwithstanding other provisions of this MASTER DECLARATION restricting parking, members of the public shall have the right to park their vehicles on roadways within the Golf Links Subdivision I at reasonable times before, during, and following golf tournaments and other permitted functions held on the GOLF COURSE LAND.

3.4 Golf Balls. The LOT OWNERS, RESIDENTS, GUESTS, and other persons owning, occupying, or using any LOT or other area adjoining the GOLF COURSE are deemed to have assumed the risks of personal injury or property damage resulting from golf balls unintentionally hit onto such LOT or other area by persons playing golf on the GOLF COURSE.

3.5 Chemicals/Fertilizers. The LOT OWNERS, RESIDENTS, GUESTS, and other persons owning, occupying, or using any LOT or other area adjoining the GOLF COURSE are deemed to have assumed the risks of personal injury or property damage resulting from the use of chemicals, fertilizers, and/or pesticides on the GOLF COURSE.

ARTICLE IV

4.0 ARCHITECTURAL COMMITTEE

The Architectural Committee shall have sole and final responsibility for interpreting and enforcing the COVENANTS set forth by this MASTER DECLARATION and any subsequently adopted DESIGN GUIDELINES.

4.1 Formation. At the inception of the DEVELOPMENT, the Architectural Committee shall consist of five (5) individuals chosen by the DECLARANT from the City of Prescott Planning & Zoning, Building, Safety, Finance, and Parks & Recreation Department staffs. At such time as twenty-five percent (25%) occupancy of the DEVELOPMENT is achieved, the LOT OWNERS shall elect one individual LOT OWNER from amongst themselves to serve as a member of the Committee in the place of one (1) of the City representatives, thus changing the composition of the Committee to four (4) City personnel and one (1) LOT OWNER. Thereafter, at such time as fifty percent (50%) occupancy of the DEVELOPMENT is achieved, the LOT OWNERS shall elect an additional LOT OWNER from amongst themselves to also serve as a member of the Committee in place of another of the City representatives, thus changing the composition of the Committee to three (3) City personnel and two (2) LOT OWNERS. Finally, when seventy-five percent (75%) occupancy of the DEVELOPMENT is achieved, the LOT OWNERS shall elect three additional LOT OWNERS from amongst themselves to serve as members of the Committee in place of the remaining City representatives, thus changing the composition of the Committee to its final form

of five (5) elected LOT OWNERS. Once this final form of the Committee is achieved, there shall be an annual election for all five (5) positions on the Committee, with the first such election to be held one calendar year from the date that the full final form of the Committee is in place.

4.2 Authority. The Architectural Committee shall have the authority to refuse to approve any such plans and specifications, site plans, or landscaping plans which are not compatible with the natural environment of the DEVELOPMENT or are not suitable for drainage considerations. In so passing upon such plans and specifications, site plans, and landscaping plans, the Architectural Committee shall have the right to take into consideration the architectural design of the proposed residential dwelling or other STRUCTURE, the materials of which it is to be built, the site upon which it is proposed to erect same, and the effect of the residential dwelling or other STRUCTURE as planned on the LOT and the surrounding properties.

4.3 Variances. The governing Architectural Committee may, at its option and in extenuating circumstances, grant variances from the restrictions set forth in this MASTER DECLARATION if the governing Architectural Committee determines in its discretion (a) either (i) that a restriction would create an unreasonable hardship or burden on a LOT OWNER or (ii) that a change of circumstances since the recordation of this MASTER DECLARATION has rendered such restriction obsolete and (b) that the activity permitted under the variance will not have any substantial

adverse affect on the LOT OWNERS and residents of the Golf Links Subdivision Unit I and is consistent with the high quality of life intended for residents of the Golf Links Subdivision Unit I. The request for variance must be made in writing and must be accompanied by adequate supporting documentation.

ARTICLE V

5.0 BUILDING AND IMPROVEMENT REQUIREMENTS

5.1 Single Family Residence. All of the LOTS shall be single family residential lots with STRUCTURES as permitted by this MASTER DECLARATION for use incidental to the single family residential use.

5.2 Approval of Committee. No building, fence, patio, deck, porch, STRUCTURE of any kind, or any physical object of any kind shall be erected, added to, have its exterior altered, be painted or repainted in a different color, or placed or permitted to remain on any LOT except in accordance with the plans and specifications which have been previously delivered to and approved in writing by the Architectural Committee.

5.3 Plans and Specifications. The plans and specifications shall show the design, structural details, stem elevations, materials, finishes, exterior colors, site location, grades, and residential dwelling elevations and shall include a site plan of the proposed building site to be improved and landscaping plans. A copy of the plans and specifications as finally approved and signed on behalf of the Architectural Committee and by the LOT

OWNER or his representative shall be retained in the records of the Architectural Committee.

5.4 Site Plans. Site plans shall include and show the following:

- a. Name of contractors, if any, or statement that the LOT OWNER intends to act as contractor.
- b. Dimensions, bearings, and existing topography of the LOT.
- c. Dimensions and bearings of the LOT, proposed STRUCTURE(S), and any alteration of existing topography.
- d. Exterior dimensions of STRUCTURE(S), and any stairways, decks, or similar appurtenant construction on the STRUCTURE exterior and all roof overhangs, roof breaks, and roof lines.
- e. Exterior dimensions and composition of all driveways and parking areas.
- f. Front, side, and rear set-backs.
- g. Existing grades and grade changes.
- h. Location of all easements.
- i. Locations of all trees over four inches in trunk diameter.
- j. Location of each tree over four inches in trunk diameter to be removed to permit construction.
- k. Areas on LOT where site materials are to be imported or exported.

1. All water, rain, and snow drainage, including, but not limited to, drainage on the existing natural terrain of the LOT, any alteration of such drainage to result by reason of construction or landscaping, and all concentrations of drainage by reason of STRUCTURES to be constructed on a LOT.

5.5 Landscaping. A landscaping plan for each LOT shall be prepared in accordance with the Architectural Committee's regulations or guidelines and submitted to the Committee at the time plans and specifications and site plans for construction are submitted. Landscaping must be completed in accordance with the approved plan within nine (9) months from the commencement of construction or before the LOT is offered for sale, whichever is first. The use of drought tolerant or resistant plants, trees, and shrubs is encouraged for water conservation purposes.

5.6 No Excavation or Removal. There shall be no excavation of dirt or plants or removal of natural vegetation until written approval of the plans and specifications, site plans, and landscaping plans has been made by the Architectural Committee and the Committee's written approval has been acknowledged in writing by the LOT OWNER.

5.7 Time of Commencement and Completion.

5.7.1 Commencement of Construction. Construction must commence within ninety (90) days of approval by the Architectural Committee of all plans and specifications, site plans, and

landscaping plans. The LOT OWNER shall notify the Committee in writing of the starting and completion dates of construction.

5.7.2 Completion of Construction. Construction must be pursued diligently and all construction shall be completed within twelve (12) months after commencement. Completion shall be deemed to have occurred at that point at which all exterior construction, as shown on approved plans and specifications and site plans, is completed and that portion of the interior finish necessary to acquire utility hook-ups and occupancy approvals by the City of Prescott have been completed.

5.8 Contractors or Builder-LOT OWNER. Each STRUCTURE shall be constructed by a contractor licensed by the State of Arizona for such work or by the LOT OWNER. The LOT OWNER shall be required to satisfy the Architectural Committee as to his qualifications and financial ability to act as his own contractor.

5.9 Set Back Requirements. The duly adopted set back requirements of the City of Prescott shall apply as a minimum to all LOTS in the PROPERTY.

5.10 Area. Exclusive of enclosed or open porches, garages, carports, and any area in the basement or within the foundation:

- a. Each single level residential DWELLING shall have a minimum of 1,400 square feet of living area.
- b. Each two-story residential DWELLING shall have a minimum of 1,000 square feet of living area on the main level, and a total living area of not less than 1,400 square feet.

- c. Each multi-level residential DWELLING shall have a minimum of 1,000 square feet of living area on the first floor and a minimum total living area of not less than 1,400 square feet.

5.11 Height. The maximum height limitation of STRUCTURES shall be two stories but not to exceed twenty-five (25) feet from any point where the STRUCTURE is visible above the existing ground level or would have been visible above the natural ground level existing prior to construction, whichever results in the lower maximum height.

5.12 Garage and Parking. Each residential DWELLING must provide an attached two-car garage which may be detached upon approval of the Architectural Committee. In addition to garage parking, every improved LOT must be provided with paved off-street parking spaces for at least two additional vehicles.

5.13 Pavement. Driveways, turnarounds, and off-street parking areas shall be paved with concrete or asphalt or other permanent material approved by the Architectural Committee.

5.14 Mailboxes. Mailboxes and supporting STRUCTURES shall be of a type and color approved by the Architectural Committee to blend with the natural environment and shall be installed at curbside in accordance with United States Postal Service regulations.

5.15 Roof or Exterior Installations. Air conditioners, heat pumps, solar collectors, evaporative coolers, or similar devices shall not be placed on or above the roof of any residential

dwelling or other STRUCTURE, and all such devices must be concealed so as not to be VISIBLE FROM NEIGHBORING PROPERTY or from any other location on the PROPERTY.

5.16 Fire Units. All fireplaces, chimneys, stove outlets, outside grills, and other spark producing sources must be provided with spark arresting devices.

5.17 Sanitary Facilities During Construction. At all times during construction, each LOT shall be provided with a trash dumpster and a chemical toilet or suitable sanitary facility.

ARTICLE VI

6.0 LAND USE REGULATIONS

6.1 Date of Occupancy. No LOT shall be occupied until the residential dwelling meets the completion requirements as set forth in Section 5.8.

6.2 Commercial Business. No commercial activity or business shall be permitted within the PROPERTY other than:

- a. Garage or lawn sales conducted at a private residence not more than once during any calendar year.
- b. Home occupations as permitted by the City of Prescott Zoning Code.

6.3 Laundry Areas. Each exterior laundry drying area shall be screened so as to not be VISIBLE FROM NEIGHBORING PROPERTY or from any other location on the PROPERTY. Such screening may be

trees, bushes, shrubbery, or lattice work or fencing approved by the Architectural Committee.

6.4 Storage of Personal Property. Tools, machinery, household effects, toys, containers, boxes, materials, or other items that may degrade the appearance of any STRUCTURE or LOT shall be so stored as to not be VISIBLE FROM NEIGHBORING PROPERTY or concealed from public view from any location on the PROPERTY.

6.5 Fencing and Hedges. There shall be no fencing except for specific purposes such as screening, child containment, animal control, or architectural effect. Acceptable fencing materials include masonry, brick, or stucco with or without wrought iron railings and wood. No chain link, either metal or plastic, fencing shall be permitted. Acceptable colors shall be those which are consistent with the natural environment. Fencing or walls fronting the GOLF COURSE shall only consist of slump block brick with wrought iron bars as designed within the Architectural Guidelines.

Plans showing the length, height, design, materials, finishes, and colors of fences must be submitted to and approved in writing by the Architectural Committee. No hedge shall be maintained on any LOT which shall exceed six (6) feet in height nor four (4) feet in height in the front yard setback without written approval of the Architectural Committee.

6.6 Preservation of Environment.

6.6.1 Natural Environment. The native trees and shrubs are one of the DEVELOPMENT's major attractions. Everything possible

must be done to preserve the natural environment of the PROPERTY.

The Architectural Committee may, at the LOT OWNER's expense:

- a. Require replacement or substitute landscaping for trees or shrubs cut or removed without prior approval or which have died for any reason.
- b. Enter upon any LOT and remove any tree infested with IPS beetles or other destructive insects or diseases if, within ten (10) days after receiving notice from the Architectural Committee, such removal is not accomplished by the LOT OWNER.

6.6.2 Developed Environment. The improvements and landscaping on each LOT as approved by the Architectural Committee contribute to the total environment of the DEVELOPMENT. To maintain property value, it is essential that the improvements and landscaping on each LOT be maintained in good and sightly condition and repair by the LOT OWNER. Should the LOT OWNER fail to do so, the Architectural Committee may, at the LOT OWNER's expense:

- a. Require the repair, painting, or finishing of any STRUCTURE to bring it to the condition upon which the approval of the Architectural Committee was based under Section 4.2.
- b. Require the removal of any improvement or parts thereof which are not in accordance with the plans

and specifications as approved by the Architectural Committee under Section 4.2 or the site plans as approved under Section 4.2.

- c. Require the removal of landscaping and ground cover which are not in accordance with the landscaping plan approved by the Architectural Committee under Section 4.2.
- d. Require the re-landscaping of any LOT on which the landscaping no longer conforms to the landscaping plan approved by the Architectural Committee under Section 4.2.

6.6.3 Enforcement. Corrective measures under Section 6.6.1 and 6.6.2 shall be initiated by written notice to the LOT OWNER by the Architectural Committee of the condition which requires correction. If the LOT OWNER fails to commence and diligently pursue the corrective measures as noticed or finally ordered, the Architectural Committee may enter, or cause its agent or employee to enter, upon the LOT and accomplish the corrective measures and the cost thereof shall be assessed against the LOT OWNER.

IN WITNESS WHEREOF, the City of Prescott has executed this instrument on the date first written above.

CITY OF PRESCOTT
a Municipal Corporation

By: Robert C. Morgan
Mayor

By: Marie L. Watson
City Clerk

STATE OF ARIZONA)
) ss.
County of Yavapai)

SEAL

The foregoing instrument was acknowledged before me this 19th
day of DECEMBER, 1990, by Robert C. Morgan, Mayor, and
Marie L. Watson, City Clerk, on behalf of the City of Prescott.

Judith A. Carson
Notary Public

My Commission Expires:

August 10, 1993

SEAL

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