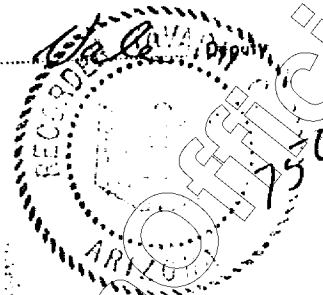


STATE OF ARIZONA, County of Yavapai—ss. **28759**
 I do hereby certify that the within instrument was filed and recorded at the request of **YAVAPAI COUNTY**
 on **Oct 8** A.D., 1974 at **2:05** o'clock **P** M. Book **935** Official Records
 Page **697-712 (encl.)** Records of Yavapai County, Arizona.

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

PATSY C. JENNEY, County Recorder

By *Margaret R.*



DECLARATION OF RESTRICTIVE COVENANTS FOR

ALL UNITS OF HAISLEY HOMESTEAD, IN
 THE CITY OF PRESCOTT, ARIZONA, ACCORD-
 ING TO THE MAPS AND PLATS THEREOF FILED,
 AND TO BE FILED, OF RECORD IN THE OFFICE
 OF THE YAVAPAI COUNTY RECORDER

& BETTY CORNELL, his wife
 CHARLES CORNELL/ Owner and Developer of premises situate
 in the City of Prescott, County of Yavapai and State of Arizona,
 said premises being known and designated as "Haisley Homestead,"
 and said Haisley Homestead embracing a total of some 83.48
 acres, the map and plat for Unit 1 of said Haisley Homestead
 having been filed and recorded in the office of the County
 Recorder of Yavapai County, in Book **18** of Maps and Plats,
 page **55**, and it being intended that plats of additional
 units of said Haisley Homestead will subsequently be recorded
 in the office of the Yavapai County Recorder, and will be
 subject to each, every and all of the restrictive covenants
 herein set forth, for the purpose of maintaining fair and
 adequate property values, in order to establish the nature
 of the use and enjoyment of said premises, and to insure the
 use of the property for attractive residential purposes only,
 to prevent nuisances, to prevent the impairment of the attractive-
 ness of the property, and to maintain the desired tone of the
 area and thereby to secure to each site owner the full benefit
 and enjoyment of his premises, does hereby declare said Haisley
 Homestead, and each and all units thereof, to be subject to the
 following express covenants, stipulations and restrictions as
 to the use and enjoyment thereof, all of which are to be construed

as restrictive covenants running with the 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, structure or fence of any kind shall be erected, placed or altered upon any of the premises shown on said map unless the plans and specifications for the same and the location thereof shall have been approved in writing by Charles Cornell or his designated agent prior to the commencement of construction.

3. No dwelling shall be erected or placed on any lot nearer than 25 feet from the front lot line, or nearer than 10 feet from any side lot line, or nearer than 15 feet from any rear lot line. For the purpose 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, provided, however, that this shall not be construed to permit any encroachment upon another lot. It being understood that the above set-back 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 than 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 months after commencement of construction and the landscaping must be substantially completed within nine 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 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, dwelling units, garage or garages shall be removed without written approval given by Cornell or his designated agent.

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 of 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 and 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 either 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 areas 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 Cornell or his designated agent, such screening for said laundry area and for said trash, garbage or waste as set forth under Paragraph 11, 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 Cornell or his designated agent.

13. No FOR SALE signs or FOR RENT signs of any type shall be placed upon said premises except with written approval of Cornell or his designated agent.

14. No camper or recreational vehicle heavier in weight than 4,000 pounds shall be parked on any dwelling lot. Any such camper or recreational vehicle shall be parked in the designated recreational vehicle area.

15. Trucks, other commercial vehicles, recreational vehicles, boats, boat trailers, pick-up trucks, campers and motor homes are

not to be parked on the streets or pathways and are to be kept or maintained off the street and shall be so parked as to be concealed from public view. No recreational vehicle, trailer or motor home shall be used as living quarters while so parked.

16. 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 piece 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.

17. 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.

18. 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 17 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.

19. 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 not more than two dogs or two cats, or one dog and one 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 weeks after birth.

20. 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.

21. Without prior written approval of Charles Cornell or his designated agent, 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 upon any lot.

22. 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 Charles Cornell, his designated agent or the Board of Directors of the Homeowners Association to be created by Charles Cornell.

23. 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.

24. The uses of each of the Common Areas shall be in accordance with general policies adopted by the members of the Association as such general policies are implemented by actions taken by the Board of Directors thereof. All usage of the Common Areas shall be in compliance with all applicable provisions of the Rules and Regulations of said Association.

25. The right to use and enjoy the Common Areas and the private streets, including but without limitation, the right of

ingress and egress, is granted to the members of the Association, subject to the terms and conditions of this Declaration, the By-Laws of the Association, and such Rules and Regulations of common application to all members of the Association and to all lots and condominium dwelling units as the Association or its Board of Directors may adopt, and as any of the same may hereafter be amended.

26. It shall be lawful, not only for Cornell, his heirs and assigns or designated agent, but also for the owner or owners of any portion of said premises shown on said map, deriving title from or through Cornell, his heirs or assigns, and for said Association, to institute and prosecute any proceedings at law or in equity for the enforcement of these restrictions against any person or persons violating or threatening to violate such restrictions, including the right to enjoin any breach of such restrictions irrespective of any showing of irreparable damage, and to recover any damages suffered by them from any violation thereof.

27. The provisions of paragraphs 3, 5, 7 and 10 of this Declaration shall not be applicable to the area designated on said plat as Multi-Family Residence. The area so designated Multi-Family Residence may be developed and used for a Multi-Family Residence or residences, including one or more horizontal property regimes (condominiums).

28. The Association and Assessments.

28.1 Membership. Charles Cornell shall organize an Association. The owner of each single family residential lot and the owner of each dwelling unit in the Multi-Family Residential Area shall be a member of the Association. Such membership may not be severed from ownership of a lot or dwelling unit but shall

be appurtenant thereto. For the purpose of constituting a quorum, voting and transacting business at Association meetings, only Voting Owners will be allowed to participate. A majority of the Voting Owners will constitute a quorum and the decision of a majority of a quorum present shall be the act of the Association. The owner of each lot or dwelling unit shall be entitled to one vote, which voting right shall be exercised by an owner of record of each lot or each dwelling unit who shall be known as a "Voting Owner". The Voting Owner shall be the one 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 executor 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. Anything to the contrary herein notwithstanding, 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.

28.2 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.

28.3 Assessments. Each member of the Association shall pay to the Association a sum equal to his pro rata share of the aggregate of the following, except as hereinafter 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 including, but without limitation, the cost of repairing and replacing equipment and facilities and the cost of maintaining riding and hiking trails;

(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 reserves for repair, maintenance and replacement of the improvements, equipment and facilities located on or within the private streets and the Common Areas, and to meet any of the costs referred to in (a) - (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, 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 Charles Cornell 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 Cornell or his designated agent. 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.

28.4 Payment and Security. Invoices for the amounts payable by the Association under paragraph 28.3 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 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 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 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 attorneys' fees incurred by the Association in connection with such delinquent assessment or foreclosure proceedings.

28.5 Association's Right to Discontinue Services.

If any invoice referred to in paragraphs 28.3 and 28.4 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 all recreational facilities situated on 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.

28.6 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 28.4 and such lien may be foreclosed in the manner provided in paragraph 28.4.

29. Charles Cornell expressly reserves for his use and benefit, for the use and benefit of his 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.

30. 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 persons affected by its terms, whether express reference is made to this instrument or not.

31. This Declaration may be amended during the period ending ten 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 of the lots and such amendment shall not be effective until the recording of such instrument.

32. 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 15-year or any successive ten-year period, by the recording, within the six-month period immediately preceding the expiration of such initial 15-year period or any successive ten-year period, of an instrument of termination, executed and acknowledged by the owners of at least fifty per cent (50%) of the lots.

33. No waiver of a breach of any of the covenants, conditions, restrictions and agreements 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, either by forfeiture or otherwise, be construed as a waiver of any other restriction or condition.

34. 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.

DATED this the 7 day of August, 1974.

Charles Cornell
CHARLES CORNELL

Betty Cornell
BETTY CORNELL

STATE OF CONNECTICUT)

COUNTY OF Fairfield)

ss:

The foregoing instrument was acknowledged before me by
CHARLES CORNELL this the 7 day of August, 1974.

Alvin Kasky
Notary Public

My Commission Expires:

April 1, 1977

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD) ss:

The foregoing instrument was acknowledged before me by BETTY CORNELL
this 7 day of August, 1974.

My Commission Expires:

April 1, 1977

Alvin Kasky
NOTARY PUBLIC