3124636 BK 3643 PG 228
Yavapai County
Patsy Jenney-Colon, Recorder
03/01/1999 12:43P PAGE 1 OF 12
FRED THATCHER
RECORDING FEE 12.00
SURCHARGE 4.00
POSTAGE 1.00

Recorded at the request of, and when recorded, return to:

Antelope Hills Property Owners' Association c/o Mr. Fred S. Thatcher 11 Cienega Drive Prescott, AZ 86301

AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANTS
FOR
ANTELOPE HILLS SUBDIVISION
AND

ANTELOPE HILLS SECOND SUBDIVISION

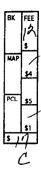
THIS AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANTS is made this 17th day of November, 1998.

A Declaration of Restrictions for Antelope Hills Subdivision was recorded in the office of the County Recorder of Yavapai County, Arizona, on October 8, 1956, in Book 86 of Official Records, page 117. An Amended Declaration of Restrictions for Antelope Hills Subdivision was recorded in the office of the County Recorder of Yavapai County, Arizona, on December 14, 1979, in Book 1265 of Official Records, pages 967-978. A Declaration of Restrictions for Antelope Hills Second Subdivision was recorded in the office of the County Recorder of Yavapai County, Arizona, on June 20, 1958, in Book 128 of Official Records, pages 432-435. Such documents are collectively referred to herein as the "Original Declaration".

The Original Declaration may be amended by an instrument signed by the Owners of a majority of the Lots.

The Owners of a majority of the Lots signed written instruments consenting to the following Amended and Restated Declaration of Restrictive Covenants for Antelope Hills Subdivision and Antelope Hills Second Subdivision, as evidenced by the Secretary's Certificate attached hereto, and made a part hereof by reference.

NOW, THEREFORE, the Original Declaration is hereby amended and restated as follows:



#### ARTICLE I Definitions

- 1.1 "Architectural Committee" means the architectural committee of the Association created pursuant to Section 3.4 of this Declaration and the By-Laws.
- 1.2 "Architectural Committee Rules" means the rules and guidelines adopted by the Architectural Committee pursuant to Section 3.4 of this Declaration and by the By-Laws, as they may from time to time be amended or supplemented.
- 1.3 "Articles" means the Articles of Incorporation of the Association, as they may from time to time be amended.
- 1.4 "Association" means Antelope Hills Property Owners' Association, an Arizona non-profit corporation, and its successors and assigns.
- $\,$  1.5 "Board" means the Board of Directors of the Association.
- $1.6\,$  "By-Laws" means the By-laws of the Association, as they may from time to time be amended.
- 1.7 "Declaration" means this Amended and Restated Declaration of Restrictive Covenants, as it may be amended from time to time.
- 1.8 "Lot" means each parcel of real property designated as a lot on the official plats of record described in Section 2.1.
- 1.9 "Improvement" means any building, fence, wall or other structure of any kind or any swimming pool, therapy pool, tennis court, guest house, road, driveway or parking area.
- 1.10 "Owner" means the record owner, whether one or more Persons, of legal, beneficial or equitable title to the fee simple interest of a Lot. Owner shall not include (i) Persons having any interest in a Lot merely as security for the performance of an obligation, or (ii) a lessee. In the case of Lots, the fee simple title to which is vested in a trustee under a deed of trust pursuant to A.R.S. §33-801, et. seq., the trustor shall be deemed to be the Owner. Owner shall also include a purchaser under a contract for the conveyance of real

property subject to the provisions of A.R.S. §33-741. Owner shall not include purchasers under contracts and receipts, escrow instructions or similar executory contracts that are intended to control the rights and obligations of the parties to such executory contracts pending the closing of a sale or purchase transaction.

- 1.11 "Person" means a natural person, corporation, limited liability company, partnership, association, joint venture, estate, trust, government, governmental subdivision or agency, or other legal entity.
- 1.12 "Property" means the real property described in Section 2.1.  $\,$

## ARTICLE II Plan of Development

2.1 <u>Property Subject to the Declaration</u>. The Property which is encumbered by and subject to this Declaration is situated in Yavapai County, Arizona, more particularly described as follows:

Lots 1 through 13, Block A, Lots 1 through 51, Block B, and Lots 1 through 16 and Outlot, Block C, ANTELOPE HILLS SUBDIVISION, according to the plat of record in the office of the County Recorder of Yavapai County, Arizona, in Book 5 of Maps, page 120, as amended by the amended plat of record in the office of the County Recorder of Yavapai County, Arizona, in Book 5 of Maps, page 135, and

Lots 1 through 31, Block A, and Lots 1 through 15, Block B, ANTELOPE HILLS SECOND SUBDIVISION, according to the plat of record in the office of the County Recorder of Yavapai County, Arizona, in Book 6 of Maps, page 45.

2.2 <u>Purpose of Declaration</u>. This Declaration is being recorded to establish a general plan for the use of the Property, in order to establish the nature of the use and enjoyment of the Property, to ensure the use of the Property for attractive residential purposes only, to prevent nuisances, and to secure to each Owner the full benefit and enjoyment of his

Lot. By acceptance of a deed or by acquiring any interest in any Lot, each Person binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the following express covenants, conditions and restrictions as to the use and enjoyment thereof, all of which are to be construed as restrictive covenants running with the title to the Property, and with each and every Lot thereof.

## ARTICLE III The Association

- 3.1 <u>Association</u>. The Association shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, By-Laws and this Declaration. In the event of any conflict or inconsistency between this Declaration and the Articles, By-Laws and Architectural Committee Rules, this Declaration shall control.
- 3.2 <u>Members</u>. The members of the Association shall be the Owners. Members are entitled to one vote for each Lot owned in matters relating to the subdivision (Antelope Hills Subdivision or Antelope Hills Second Subdivision) in which the Owner's Lot is located, and one vote in matters relating to general Association business.
- 3.3 <u>Board of Directors and Officers</u>. The affairs of the Association shall be conducted by its Board and such officers as the Board may elect or appoint in accordance with its Articles of Incorporation and By-Laws.
- 3.4 Architectural Committee. The Association shall have an Architectural Committee to perform the functions set forth in this Declaration. The members of the Architectural Committee shall consist of such number of regular members and alternate members as may be determined by the Board. The members of the Architectural Committee shall be appointed by the Board. The Architectural Committee shall promulgate Architectural Committee Rules to be used in rendering its decisions.

## ARTICLE IV Use Restrictions

- 4.1 <u>Architectural Control</u>. In addition to any requirements imposed by the City of Prescott:
- 4.1.1 All Improvements constructed on Lots shall be of new construction, and no building or other structure shall be moved from other locations onto any Lot without the prior written approval of the Architectural Committee.

- 4.1.2 No Improvements shall be constructed or installed on any Lot without the prior written approval of the Architectural Committee.
- 4.1.3 No addition, alteration, repair, change or other work which in any way alters the exterior appearance, including but without limitation, the exterior color scheme, of any Lot, or the Improvements located thereon, shall be made or done without the prior written approval of the Architectural Committee.
- 4.1.4 Any Owner desiring approval of the Architectural Committee for the construction, installation, addition, alteration, repair, change or replacement of any Improvement which would alter the exterior appearance of his Lot, or the Improvements located thereon, shall submit to the Architectural Committee a written request for approval specifying in detail the nature and extent of the addition, alteration, repair, change or other work which the Owner desires to perform. Any Owner requesting the approval of the Architectural Committee shall also submit to the Architectural Committee any additional information, plans and specifications which the Architectural Committee may request. In the event that the Architectural Committee fails to approve or disapprove an application for approval within thirty days after the application, together with all supporting information, plans and specifications requested by the Architectural Committee have been submitted to it, the application will be considered approved; provided, however, that the subject matter of the application does not violate any specific restrictive covenant herein set forth.
- 4.1.5 The approval by the Architectural Committee of any construction, installation, addition, alteration, repair, change or other work pursuant to this Section shall not be deemed a waiver of the Architectural Committee's right to withhold approval of any similar construction, installation, addition, alteration, repair, change or other work subsequently submitted for approval.
- 4.1.6 Upon receipt of approval from the Architectural Committee for any construction, installation, addition, alteration, repair, change or other work, the Owner who had requested such approval shall proceed to perform, construct or make the addition, alteration, repair, change or other work approved by the Architectural Committee as soon as practicable and shall diligently pursue such work so that it is completed as soon as reasonably practicable and within such time as may be prescribed by the Architectural Committee.

- 4.1.7 Any change, deletion or addition to the plans and specifications approved by the Architectural Committee must be submitted to and approved in writing by the Architectural Committee. Failure to submit changes, deletions or additions to previously approved plans shall void the original approval.
- 4.1.8 The Architectural Committee shall have the right to charge a fee for reviewing requests for approval of any construction, installation, alteration, addition, repair, change or other work pursuant to this Section, which fee shall be payable at the time of billing therefor and prior to final approval.
- 4.1.9 Decisions of the Architectural Committee may be appealed to the Board upon written notice to the Board not more than twenty days following the final decision of the Architectural Committee. The Board shall render a decision with respect to such appeal within twenty days following the receipt of such notice of appeal. The failure of the Board to render a decision within said twenty day period shall be deemed a decision in favor of the appellant. In the event the decision of the Architectural Committee is overruled by the Board on any issue or question, the prior decision of the Architectural Committee shall be deemed modified to the extent specified by the Board. The decision of the Board shall be deemed final and binding and no further appeal of the issue or question presented in the initial appeal shall be allowed. The Board may establish reasonable rules regarding the procedures for considering appeals and may from time to time amend such rules regulating such procedures.
- 4.2 <u>Residential Use</u>. All Lots shall be used for residential purposes only. Not more than one single family dwelling shall be constructed on each Lot, which shall contain not less than 1,200 square feet of living area, excluding garages, carports and accessory buildings.
- 4.3 <u>Commercial Use</u>. No store, office or other place of business, no church and no place for the care or treatment of physically or mentally ill or disabled persons or for custodial delinquent domiciling shall ever be erected or permitted upon any of the Lots. No business shall be conducted from any residence which is visible from the exterior or which causes extra traffic. No commercial uses or noticeable home occupations shall be allowed on any Lot.

- 4.4 <u>Division of Lots</u>. No Lot shall be further divided or subdivided into smaller parcels. However, two adjacent Lots may be combined for construction of a single family residence on the combined Lots.
- 4.5 <u>Signs</u>. With the exception of "For Rent" or "For Sale" signs which shall not exceed eighteen inches by twenty-four inches in size, no advertising signs or billboards, including but not limited to political signs, shall be erected, placed or permitted to remain on any Lot.
- 4.6 <u>Nuisances</u>. The land and Improvements on each Lot shall not be used so as to disturb the occupants of adjoining property, or to constitute a nuisance, or to violate any public law or regulation. In addition, no Lot shall be used in such a manner as to create or emit any objectionable, offensive or noxious odors, dust, gas, fumes or materials.
- 4.7 <u>Storage Sheds</u>. Temporary or removable storage sheds or outbuildings must conform with the nature of the neighborhood and shall require approval by the Architectural Committee before installation.
- $4.8~{\rm \underline{Rentals}}$ . A Lot together with the Improvements thereon may be rented or leased by the Owner to a single family, but not otherwise.
- 4.9 <u>Elevated Tanks</u>. No elevated tanks of any kind are allowed. Any tanks for use in connection with any residence on a Lot, including tanks for storage of fuel, must be buried or kept screened by adequate planting or fence work to conceal them from neighboring Lots and streets. Such screening is subject to approval by the Architectural Committee.
- 4.10 <u>Garbage and Trash</u>. All garbage and trash shall be placed in the rear yard in properly covered containers. There shall be no piles of refuse or junk on any lot at any time.
- 4.11 Other Objects on Lots. No clotheslines, equipment, service yards or storage piles, other than those approved by the Architectural Committee, shall be kept or maintained on any Lot.
- 4.12 <u>Mobile Homes; Recreational Vehicles</u>. No mobile homes, manufactured homes, modular homes or prefabricated structures may be installed, placed or stored on any Lot, either as a dwelling or as an accessory structure. No mobile

home, trailer, tent, garage or other structure shall be erected or placed on any Lot for the purpose of temporary living quarters. Recreational vehicles shall be parked so that they do not inhibit a neighbor's view or obstruct street traffic.

- 4.13 <u>Animals</u>. No poultry, livestock or other animals other than household pets in reasonable numbers shall be maintained on any Lot. Barking dogs or other noisy pets shall not be kept on any Lot.
- 4.14 <u>Building Height</u>. No building shall exceed twenty-five feet in height, measured from ground level.

#### ARTICLE V General Provisions

- 5.1 <u>Airport Facilities</u>. All Owners hereby waive any claim against the City of Prescott or the United States government for noise caused by normal use of the adjacent airport facilities by aircraft. However, such waiver is only applicable with respect to aircraft being operated in compliance with designated patterns and approach procedures established by the Federal Aviation Administration for the airport.
- 5.2 Enforcement. It shall be lawful for the Owner of any Lot or for the Association to institute and prosecute any proceedings at law or in equity for the enforcement of these restrictive covenants against any person or persons violating or threatening to violate these restrictive covenants, including the right to enjoin any breach of these restrictive covenants irrespective of any showing of irreparable damage, and to recover any damages suffered by them from any violation thereof. In the event of any litigation involving this Declaration, the prevailing party in such proceedings shall be entitled to recover from the non-prevailing party all attorneys' fees, costs and expert witness fees incurred by the prevailing party.
- 5.3 <u>References to this Declaration in Deeds</u>. Deeds to and instruments affecting any Lot may refer to this Declaration; provided, however, that the terms and conditions of this Declaration shall be binding upon all persons affected by its terms, whether express reference is made to this instrument or not.
- 5.4 <u>Amendment</u>. This Declaration may be amended, from time to time, by the written approval or the affirmative vote, or any combination thereof, of Owners of not less than fifty percent (50%) of the Lots. Any such amendment shall be signed by the President or Vice President of the Association

and shall be recorded in the office of the County Recorder of Yavapai County, Arizona. Any such amendment shall certify that the amendment has been approved as required by this Section.

- 5.5 Term. The restrictive covenants contained in this Declaration, as the same may hereafter be amended in accordance with Section 5.4, shall remain in full force and effect for a term of ten years from and after the date of recording of this Declaration, after which time they shall automatically be renewed and extended for successive periods of ten years each, unless terminated at any time by an instrument of termination, adopted and recorded in the same manner as set forth in Section 5.4 for the amendment of this Declaration.
- 5.6 <u>Severability</u>. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable, shall not affect the validity or enforceability of any of the other provisions hereof.
- 5.7 Terminology. All captions, headings or titles in the articles and sections of this Declaration are inserted for convenience of reference only and shall not constitute a part of this Declaration or a limitation of the scope of the particular article or section to which they apply. All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, shall, where appropriate, include all other genders and the singular shall include the plural and vice versa.

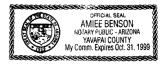
IN WITNESS WHEREOF, the Antelope Hills Property Owners' Association, an Arizona non-profit corporation, has executed this Amendment as of the day and year first above written

ANTELOPE HILLS PROPERTY OWNERS' ASSOCIATION, an Arizona non-profit corporation

By: John C. REED, Its President

STATE OF ARIZONA ) County of Yavapai)

My Commission Expires:



#### SECRETARY'S CERTIFICATE

I, MARY FOX, being the duly elected Secretary of Antelope Hills Property Owners' Association, an Arizona non-profit corporation, hereby certify that the Owners of a majority of the Lots signed an instrument consenting to the foregoing Amended and Restated Declaration of Restrictive Covenants for Antelope Hills Subdivision and Antelope Hills Second Subdivision.

Mary L. Jox MARY FOX, Secretary

STATE OF ARIZONA )

ss:

County of Yavapai)

The foregoing instrument was acknowledged before me this  $\frac{1_5+}{}$  day of  $\underbrace{\textit{Mareh}}_{}$ ,  $\underbrace{\text{1935}}_{}$  by MARY FOX, the Secretary of ANTELOPE HILLS PROPERTY OWNERS ASSOCIATION, an Arizona non-profit corporation.

Notary Public

My Commission Expires:



bbc:Doc#95\Antelope.Hills.Amended.Declaration

25 January, 1999

The contents of this envelope are submitted as file records of the approval obtained by the majority of LOT owners in each of Antelope Hills Subdivision and Antelope Hills Second Subdivision on the "Amended and Restated Declaration of Restrictive Covenants" made the date of 17 November 1998.

The approval signatures were obtained during the circulation of copies to each LOT owner during December 1998 and January 1999.

There are 77 lots in the Antelope Hills Subdivision and approval of 55 LOT owners was given for the new "Restrictive Covenants". This is 71% of the owners. In the Antelope Hills Second Subdivision 26 of the LOT owners out of a total 44 gave their approval. This was 59% of the LOT owners.

The above cited approvals are sufficiently in accordance with the requirements of over 50% in each subdivision to allow the AHPOA Secretary to provide "Certification" of the Restrictive Covenants and proceed with the recording of the document at the County Recorder's Office.

Respectfully submitted, Fuel 5. Thatcher

Fred S. Thatcher

CC&R Coordinator, AHPOA

Recorded at the request of:

Recorded at the

3175723 BK 3686 PG 223 Yavapai County

Amended Doctaration of Restrictive Covenants (Re-Recording)

This document is being re-recorded because the first filing had omitted the honocowner signatures.

May Fox

Recorded at the request of, and when recorded, return to:

Antelope Hills Property Owners' Association c/o Mr. Fred S. Thatcher 11 Cienega Drive Prescott, AZ 86301

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AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANTS FOR
ANTELOPE HILLS SUBDIVISION

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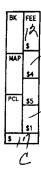
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The Original Declaration may be amended by an instrument signed by the Owners of a majority of the Lots.

The Owners of a majority of the Lots signed written instruments consenting to the following Amended and Restated Declaration of Restrictive Covenants for Antelope Hills Subdivision and Antelope Hills Second Subdivision, as evidenced by the Secretary's Certificate attached hereto, and made a part hereof by reference.

 ${\tt NOW},$  THEREFORE, the Original Declaration is hereby amended and restated as follows:



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#### ARTICLE I Definitions

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- 1.8 "Lot" means each parcel of real property designated as a lot on the official plats of record described in Section 2.1.
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property subject to the provisions of A.R.S. §33-741. Owner shall not include purchasers under contracts and receipts, escrow instructions or similar executory contracts that are intended to control the rights and obligations of the parties to such executory contracts pending the closing of a sale or purchase transaction.

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## ARTICLE II Plan of Development

2.1 <u>Property Subject to the Declaration</u>. The Property which is encumbered by and subject to this Declaration is situated in Yavapai County, Arizona, more particularly described as follows:

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- 4.1.5 The approval by the Architectural Committee of any construction, installation, addition, alteration, repair, change or other work pursuant to this Section shall not be deemed a waiver of the Architectural Committee's right to withhold approval of any similar construction, installation, addition, alteration, repair, change or other work subsequently submitted for approval.
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- 4.4 <u>Division of Lots</u>. No Lot shall be further divided or subdivided into smaller parcels. However, two adjacent Lots may be combined for construction of a single family residence on the combined Lots.
- 4.5 <u>Signs</u>. With the exception of "For Rent" or "For Sale" signs which shall not exceed eighteen inches by twenty-four inches in size, no advertising signs or billboards, including but not limited to political signs, shall be erected, placed or permitted to remain on any Lot.
- 4.6 <u>Nuisances</u>. The land and Improvements on each Lot shall not be used so as to disturb the occupants of adjoining property, or to constitute a nuisance, or to violate any public law or regulation. In addition, no Lot shall be used in such a manner as to create or emit any objectionable, offensive or noxious odors, dust, gas, fumes or materials.
- 4.7 <u>Storage Sheds</u>. Temporary or removable storage sheds or outbuildings must conform with the nature of the neighborhood and shall require approval by the Architectural Committee before installation.
- $4.8~{\rm \underline{Rentals}}$ . A Lot together with the Improvements thereon may be rented or leased by the Owner to a single family, but not otherwise.
- 4.9 <u>Elevated Tanks</u>. No elevated tanks of any kind are allowed. Any tanks for use in connection with any residence on a Lot, including tanks for storage of fuel, must be buried or kept screened by adequate planting or fence work to conceal them from neighboring Lots and streets. Such screening is subject to approval by the Architectural Committee.
- 4.10 <u>Garbage and Trash</u>. All garbage and trash shall be placed in the rear yard in properly covered containers. There shall be no piles of refuse or junk on any lot at any time.
- 4.11 Other Objects on Lots. No clotheslines, equipment, service yards or storage piles, other than those approved by the Architectural Committee, shall be kept or maintained on any Lot.
- 4.12 <u>Mobile Homes; Recreational Vehicles</u>. No mobile homes, manufactured homes, modular homes or prefabricated structures may be installed, placed or stored on any Lot, either as a dwelling or as an accessory structure. No mobile

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home, trailer, tent, garage or other structure shall be erected or placed on any Lot for the purpose of temporary living quarters. Recreational vehicles shall be parked so that they do not inhibit a neighbor's view or obstruct street traffic.

- 4.13 <u>Animals</u>. No poultry, livestock or other animals other than household pets in reasonable numbers shall be maintained on any Lot. Barking dogs or other noisy pets shall not be kept on any Lot.
- 4.14 <u>Building Height</u>. No building shall exceed twenty-five feet in height, measured from ground level.

## ARTICLE V General Provisions

- 5.1 <u>Airport Facilities</u>. All Owners hereby waive any claim against the City of Prescott or the United States government for noise caused by normal use of the adjacent airport facilities by aircraft. However, such waiver is only applicable with respect to aircraft being operated in compliance with designated patterns and approach procedures established by the Federal Aviation Administration for the airport.
- 5.2 <u>Enforcement</u>. It shall be lawful for the Owner of any Lot or for the Association to institute and prosecute any proceedings at law or in equity for the enforcement of these restrictive covenants against any person or persons violating or threatening to violate these restrictive covenants, including the right to enjoin any breach of these restrictive covenants irrespective of any showing of irreparable damage, and to recover any damages suffered by them from any violation thereof. In the event of any litigation involving this Declaration, the prevailing party in such proceedings shall be entitled to recover from the non-prevailing party all attorneys' fees, costs and expert witness fees incurred by the prevailing party.
- 5.3 <u>References to this Declaration in Deeds</u>. Deeds to and instruments affecting any Lot may refer to this Declaration; provided, however, that the terms and conditions of this Declaration shall be binding upon all persons affected by its terms, whether express reference is made to this instrument or not.
- 5.4 <u>Amendment</u>. This Declaration may be amended, from time to time, by the written approval or the affirmative vote, or any combination thereof, of Owners of not less than fifty percent (50%) of the Lots. Any such amendment shall be signed by the President or Vice President of the Association

PAGE 9 0F 12 PAGE 10 PG 228 FEE#3124636 BK 3686 PG 223 FEE#3175723

and shall be recorded in the office of the County Recorder of Yavapai County, Arizona. Any such amendment shall certify that the amendment has been approved as required by this Section.

- 5.5 Term. The restrictive covenants contained in this Declaration, as the same may hereafter be amended in accordance with Section 5.4, shall remain in full force and effect for a term of ten years from and after the date of recording of this Declaration, after which time they shall automatically be renewed and extended for successive periods of ten years each, unless terminated at any time by an instrument of termination, adopted and recorded in the same manner as set forth in Section 5.4 for the amendment of this Declaration.
- 5.6 <u>Severability</u>. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable, shall not affect the validity or enforceability of any of the other provisions hereof.
- 5.7 Terminology. All captions, headings or titles in the articles and sections of this Declaration are inserted for convenience of reference only and shall not constitute a part of this Declaration or a limitation of the scope of the particular article or section to which they apply. All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, shall, where appropriate, include all other genders and the singular shall include the plural and vice versa.

IN WITNESS WHEREOF, the Antelope Hills Property Cwners' Association, an Arizona non-profit corporation, has executed this Amendment as of the day and year first above written.

ANTELOPE HILLS PROPERTY OWNERS' ASSOCIATION, an Arizona non-profit corporation

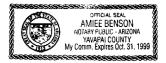
By: John C. REED, Its President

PAGE 10 OF 12 BK 3643 PG 220 FEE#3124636

PAGE 11 OF 33 BK 3686 PG 223 FEE#3175723

Notary Public

My Commission Expires:



PAGE 11 OF 12 BK 3643 PG 228 FEE#3124636 PAGE 12 OF 33 BK 3686 PG 223 FEE#3175723

#### SECRETARY'S CERTIFICATE

I, MARY FOX, being the duly elected Secretary of Antelope Hills Property Owners' Association, an Arizona non-profit corporation, hereby certify that the Owners of a majority of the Lots signed an instrument consenting to the foregoing Amended and Restated Declaration of Restrictive Covenants for Antelope Hills Subdivision and Antelope Hills Second Subdivision.

Mary L. Jox MARY FOX, Secretary

STATE OF ARIZONA )

ss:

County of Yavapai)

The foregoing instrument was acknowledged before me this  $\frac{15+}{15}$  day of  $\frac{1000}{15}$ ,  $\frac{1998}{15}$ , by MARY FOX, the Secretary of ANTELOPE HILLS PROPERTY OWNERS ASSOCIATION, an Arizona non-profit corporation.

Notary Public

My Commission Expires:



 $\verb|bbc:Doc\#95\Antelope.Hills.Amended.Declaration|\\$ 

PAGE 12 OF 12 BK 3643 PG 228 FEE#3124636 PAGE 13 OF 33 BK 3686 PG 223 FEE#3175723

25 January, 1999

The contents of this envelope are submitted as file records of the approval obtained by the majority of LOT owners in each of Antelope Hills Subdivision and Antelope Hills Second Subdivision on the "Amended and Restated Declaration of Restrictive Covenants" made the date of 17 November 1998.

The approval signatures were obtained during the circulation of copies to each LOT owner during December 1998 and January 1999.

There are 77 lots in the Antelope Hills Subdivision and approval of 55 LOT owners was given for the new "Restrictive Covenants". This is 71% of the owners. In the Antelope Hills Second Subdivision 26 of the LOT owners out of a total 44 gave their approval. This was 59% of the LOT owners.

The above cited approvals are sufficiently in accordance with the requirements of over 50% in each subdivision to allow the AHPOA Secretary to provide "Certification" of the Restrictive Covenants and proceed with the recording of the document at the County Recorder's Office.

Respectfully submitted,

Fred S. Thatcher

CC&R Coordinator, AHPOA

PAGE 14 OF 33 BK 3686 PG 223 FEE#3175728

BEING OWNER(S) OF THE DESIGNATED LOTS DESCRIBED BELOW, AND THEREBY AUTHORIZED TO GIVE APPROVAL TO ANY AMENDMENT OR RESTATEMENT OF THE RESTRICTED COVENANTS FOR THE SUBDIVISION CONCERNED DO HEREBY CONSENT TO THE IMPLEMENTATION OF THE ATTACHED DOCUMENT, THE AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENENTS FOR ANTELOPE HILLS SUBDIVISION AND ANTELOPE HILLS SECOND SUDDIVISION, AS ATTESTED BY THE SIGNATURE(S) BELOW:

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BEING OWNER(S) OF THE DESIGNATED LOTS DESCRIBED BELOW, AND THEREBY AUTHORIZED TO GIVE APPROVAL TO ANY AMENDMENT OR RESTATEMENT OF THE RESTRICTED COVENANTS FOR THE SUBDIVISION CONCERNED DO HEREBY CONSENT TO THE IMPLEMENTATION OF THE ATTACHED DOCUMENT, THE AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENENTS FOR ANTELOPE HILLS SUBDIVISION AND ANTELOPE HILLS SECOND SUDDIVISION, AS ATTESTED BY THE SIGNATURE(S) BELOW:

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| 102-07-024 7 WILSON BOOKER T AND GUSSIE B FAM TRUST 5 YOLO DRIVE PRESCOTT AZ 86301      | Gasha Ellister        |
| 102-07-064 3 BYRON MOLLY M 1 YOLO DR PRESCOTT AZ 86301                                  | Million Brown         |

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PRESCOTT AZ 86301

BEING OWNER(S) OF THE DESIGNATED LOTS DESCRIBED BELOW, AND THEREBY AUTHORIZED TO GIVE APPROVAL TO ANY AMENDMENT OR RESTATEMENT OF THE RESTRICTED COVENANTS FOR THE SUBDIVISION CONCERNED DO HEREBY CONSENT TO THE IMPLEMENTATION OF THE ATTACHED DOCUMENT, THE AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENENTS FOR ANTELOPE HILLS SUBDIVISION AND ANTELOPE HILLS SECOND SUDDIVISION, AS ATTESTED BY THE SIGNATURE(S) BELOW:

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| 102-07-002 3   | NE           | -Deceased                          | <b>T</b>            |
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| 102-07-007 8 POTTER DUDLEY N 13 BAR HEART DR PRESCOTT          | 1 & GLO      | DRIA DEE JT<br>86301               | Saldley M. Potter   |
| 102-07-008 1<br>SWEHLA RONALD 0<br>11 BAR HEART DR<br>PRESCOTT |              | Э <b>РОТНҮ L JT</b><br>/∄<br>86301 | Nonx Dorothy Swehla |
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# RECORDERS MEMO: LEGIBILITY QUESTIONABLE FOR GOOD REPRODUCTION

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BEING OWNER(S) OF THE DESIGNATED LOTS DESCRIBED BELOW, AND THEREBY AUTHORIZED TO GIVE APPROVAL TO ANY AMENDMENT OR RESTATEMENT OF THE RESTRICTED COVENANTS FOR THE SUBDIVISION CONCERNED DO HEREBY CONSENT TO THE IMPLEMENTATION OF THE ATTACHED DOCUMENT, THE AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENENTS FOR ANTELOPE HILLS SUBDIVISION AND ANTELOPE HILLS SECOND SUDDIVISION, AS ATTESTED BY THE SIGNATURE(S) BELOW:

#### ANTELOPE HILLS SUBDIVISION

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114 S MARINA ST
PRESCOTT AZ 86301

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ANTELOPE HILLS SUBDIVISION

102-07-072A 5
MC CALLISTER DOUGLAS I
313 ROLLINGWOOD LN
JOLIET IL 60431

12-28-95

RECORDERS MEMO: LEGIBILITY **QUESTIONABLE FOR GOOD REPRODUCTION** 

BEING OWNER(S) OF THE DESIGNATED LOTS DESCRIBED BELOW, AND THEREBY AUTHORIZED TO GIVE APPROVAL TO ANY AMENDMENT OR RESTATEMENT OF THE RESTRICTED COVENANTS FOR THE SUBDIVISION CONCERNED DO HEREBY CONSENT TO THE IMPLEMENTATION OF THE ATTACHED DOCUMENT, THE AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENENTS FOR ANTELOPE HILLS SUBDIVISION AND ANTELOPE HILLS SECOND SUD-DIVISION, AS ATTESTED BY THE SIGNATURE(S) BELOW:

#### ANTELOPE HILLS SUBDIVISION

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BEING OWNER(S) OF THE DESIGNATED LOTS DESCRIBED BELOW, AND THEREBY AUTHORIZED TO GIVE APPROVAL TO ANY AMENDMENT OR RESTATEMENT OF THE RESTRICTED COVENANTS FOR THE SUBDIVISION CONCERNED DO HEREBY CONSENT TO THE IMPLEMENTATION OF THE ATTACHED DOCUMENT, THE AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENENTS FOR ANTELOPE HILLS SUBDIVISION AND ANTELOPE HILLS SECOND SUD-DIVISION, AS ATTESTED BY THE SIGNATURE(S) BELOW:

ANTELOPE HILLS SUBDIVISION

102-07-073A 8 WILLINGER MICHAEL THOMAS PO BOX 44827 PHOENIX

85064 ΑZ

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BEING OWNER(S) OF THE DESIGNATED LOTS DESCRIBED BELOW, AND THEREBY AUTHORIZED TO GIVE APPROVAL TO ANY AMENDMENT OR RESTATEMENT OF THE RESTRICTED COVENANTS FOR THE SUBDIVISION CONCERNED DO HEREBY CONSENT TO THE IMPLEMENTATION OF THE ATTACHED DOCUMENT, THE AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENENTS FOR ANTELOPE HILLS SUBDIVISION AND ANTELOPE HILLS SECOND SUDDIVISION, AS ATTESTED BY THE SIGNATURE(S) BELOW:

### ANTELOPE HILLS SUBDIVISION

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ANDERSON FAMILY TR
1953 SHERWOOD DRIVE
PRESCOTT AZ 86301

Spillon O. Funciorsom

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BEING OWNER(S) OF THE DESIGNATED LOTS DESCRIBED BELOW, AND THEREBY AUTHORIZED TO GIVE APPROVAL TO ANY AMENDMENT OR RESTATEMENT OF THE RESTRICTED COVENANTS FOR THE SUBDIVISION CONCERNED DO HEREBY CONSENT TO THE IMPLEMENTATION OF THE ATTACHED DOCUMENT, THE AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENENTS FOR ANTELOPE HILLS SUBDIVISION AND ANTELOPE HILLS SECOND SUDDIVISION, AS ATTESTED BY THE SIGNATURE(S) BELOW:

## ANTELOPE HILLS SUBDIVISION

102-07-034 6 SCRIVENER JOHN B 3726 ASPEN LN

CHINO HILLS

CA 91709

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BEING OWNER(S) OF THE DESIGNATED LOTS DESCRIBED BELOW, AND THEREBY AUTHORIZED TO GIVE APPROVAL TO ANY AMENDMENT OR RESTATEMENT OF THE RESTRICTED COVENANTS FOR THE SUBDIVISION CONCERNED DO HEREBY CONSENT TO THE IMPLEMENTATION OF THE ATTACHED DOCUMENT, THE AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENENTS FOR ANTELOPE HILLS SUBDIVISION AND ANTELOPE HILLS SECOND SUDDIVISION, AS ATTESTED BY THE SIGNATURE(S) BELOW:

ANTELOPE HILLS SUBDIVISION

102-07-004 9 BARRERAS STANLEY V SR & JUANITA U R/S 4032 E FILLMORE

PHOENIX

AZ 85000

14

BEING OWNER(S) OF THE DESIGNATED LOTS DESCRIBED BELOW, AND THEREBY AUTHORIZED TO GIVE APPROVAL TO ANY AMENDMENT OR RESTATEMENT OF THE RESTRICTED COVENANTS FOR THE SUBDIVISION CONCERNED DO HEREBY CONSENT TO THE IMPLEMENTATION OF THE ATTACHED DOCUMENT, THE AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENENTS FOR ANTELOPE HILLS SUBDIVISION AND ANTELOPE HILLS SECOND SUDDIVISION, AS ATTESTED BY THE SIGNATURE(S) BELOW:

ANTELOPE HILLS SECOND SUBDIVISION

102-13-006 2 NORTHERN TRUST BANK OF ARIZONA 19432 R H JOHNSON BLVD SUN CITY WEST AZ 85375 Bethy R Lattemore

31 Perkins - Prescott, aryona

85301

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ANTELOPE HILLS SECOND SUBDIVISION

| 102-13-011 6 SHIPLEY MILTON F / 41 PERKINS DR  | 233 X Walley   |
|--|--|
| PRESCOTT AZ 86301  | 1  |
| 102-13-012 9 HUNGERFORD JACKSON G AND FLORENCE L JT  / 43 PERKINS DR  PRESCOTT AZ 86301  | fadmen Hungestord  |
| 102-13-013 2<br>LISTER ROBERT K AND PATRICIA A JT<br>45 PERKINS DRIVE  |  |
| PRESCOTT AZ 86301  |  |
| 102-13-015 8<br>O LOAN CHARLENE S SS<br>C49 PERKINS DRIVE  |  |
| PRESCOTT AZ 86301  |  |
| 102-13-016 1 HINMAN 1981 TRUST  51 PERKINS DR PRESCOTT AZ 86301  102-13-017 4 TAYLOR JACK R & MARGARET E JT 50 PERKINS DR PRESCOTT AZ 86301                | Mrs. B.C. Hinman   |
| TAYLOR JACK R & MARGARET E JT  TO PERKINS DR  PRESCOTT  AZ 86301  102-13-017 4  TAYLOR JACK R & MARGARET E JT  50 PERKINS DR  PRESCOTT  AZ 86301  AZ 86301 | And the second s |
| 102-13-017 4 W S S S TAYLOR JACK R & MARGARET E JT   |  |
| 7 50 PERKINS DR EGGEN AZ 86301 EGGEN AZ 86301  |  |
| 102-13-018 7<br>KELLEY ROBERT F SR SS<br>48 PERKINS DR   |  |
| PRESCOTT AZ 86301  |  |

### ANTELOPE HILLS SECOND SUBDIVISION

| 102-13-019 0 MEINKE ROBERT H AND MARY M JT V46 PERKINS DR PRESCOTT AZ 86301  | Mayne El Mericke |
|--|------------------|
| 102-13-020 2 THOMAS ROBERT E AND SHIRLEY M JT 44 PERKINS PRESCOTT AZ 86301   | Shuly of homa    |
| 102-13-021 5 LUKO STEPHEN J REV TRUST 42 PERKINS DR PRESCOTT AZ 86301  | Styden Juke      |
| 102-13-022 8  WARD RICHARD W & KARIN M JT  40 PERKINS DRIVE  PRESCOTT AZ 86301   | Richard Ward     |
| 102-13-023 1 HERMAN ROBERT E & JOAN A JT 38 PERKINS DR PRESCOTT AZ 86301  102-13-026 0 MILLER EDITH M LIV TR 30 PERKINS DR PRESCOTT AZ 86301 | Edeth m. m. lle  |
| PRESCOTT AZ 86301  102-13-027B 1 OLER SURVIVORS TRUST 28 PERKINS DR  | Karpy Clir       |

PRESCOTT

AZ 86303

### ANTELOPE HILLS SECOND SUBDIVISION

| 102-13-029 9<br>FERGUSON ESTELI<br>26 PERKINS DR                         | LE W        |                         | Etelle M. Ferguson  |
|--|-------------|-------------------------|---|
| PRESCOTT   | ΑZ          | 86301                   | 9   |
| 102-13-030 1<br>JENNINGS FA <b>M</b> ILY<br>1 WINEGLASS<br>PRESCOTT      | TRUST<br>AZ | 86301                   | Redard Typinny  |
| 102-13-031 4<br>SMITH MAX MERLE<br>22 PERKINS DRIVE<br>PRESCOTT          |             |                         | Max Merle Smith<br>Claudia Elaine Smith                       |
| 102-13-032 7<br>ASAY SALLY F AND<br>WINEGLASS DR<br>PRESCOTT<br>ANDENCON | OE C        | EASE <b>0</b><br>86301  | Pour ardersen   |
| 102-13-033 0<br>COOK CARL R<br>#4 WINEGLASS<br>PRESCOTT                  | AZ          | 86301                   | L.  |
| 02-13-034 3<br>BACHMAN HERBER<br>WINEGLASS DR<br>PRESCOTT                |             | JAL CALL<br>BESSIE F JT |   |
| N250011  | P.C.        | 00001                   | RECORDERS MEMO: LEGIBILITY QUESTIONABLE FOR GOOD REPRODUCTION |

ANTELOPE HILLS SECOND SUBDIVISION

| 102-13-035 6<br>HALL H CLAY      |        |                   |   |
|----------------------------------|--------|-------------------|---|
| 8 WINEGLASS                      |        |                   |   |
| PRESCOTT                         | AZ.    | 86301             |   |
| 102-13-036 9                     |        |                   |   |
| THORNBRO GERRY                   |        | LINDA J JT        |   |
| 10 WINEGLASS DR                  |        |                   |   |
| PRESCOTT                         | AZ     | 86301             |   |
| 102-13-038 5                     |        |                   | DE 11.+   |
| HART FAM TR                      |        |                   | · RE HOU  |
| 21 WINEGLASS DR                  |        | :                 |   |
| PRESCOTT                         | ΑZ     | 86301             |   |
| 102-13-039 8                     |        |                   | (1)1-1116   |
| ACKLEY DELBERT R<br>17 WINEGLASS | AND    | ELSEMARIE JT      |   |
| PRESCOTT                         | ¥Z     | 86301             | ( cally   |
| 102 42 044 2                     |        |                   |   |
| 102-13-041 3<br>WOOD WALLACE A 8 |        | SAIDA LIT         | _ MA Work   |
| 13 WINEGLASS DR                  | x DICE | INDA 3 3 1        |   |
| PRESCOTT /                       | ٩Z     | 86301             | Minda ) Wood  |
| 102-13-042 6                     |        |                   | l + c   |
| MASON STUART A AI                | ND HI  | ELENMIT WILL CALL | Stuart U. Masn  |
| 11 WINEGLASS DR                  |        | 0-121/            |   |
| PRESCOTT A                       | Z      | 86301             | Steart a. Mosm.   |
|                                  |        |                   | RECORDERS MEMO: LEGIBILITY QUESTIONABLE FOR GOOD REPRODUCTION |

### ANTELOPE HILLS SECOND SUBDIVISION

| 102-13-043 9<br>DAVIS ROBERT C                 | JR & M | IARILYN J JT       |   | Moket TEL  |
|--|--------|--------------------|---|--|
| 9 WINEGLASS DR                                 |        |                    |   | 7) $(4.8.6)$ $(4.0.0)$ $(7.0.0)$   |
| PRESCOTT                                       | ΑZ     | 86301              |   | Marilyng Dails   |
|  |        |                    |   | 0  |
| 102-13-044 2                                   |        |                    |   | alsen Mac Ken  |
| MACKENZIE FAMIL                                | V TDI  | ICT                |   | Lucien I lacolange   |
| 7 WINEGLASS DR                                 |        |                    |   | $\mathcal{O}$  |
| PRESCOTT                                       | ΑZ     | 86301              |   | And the second s |
| 102-13-045 5<br>KOCHENDORFER<br>5 WINEGLASS DR |        | M SS               |   | *  |
| PRESCOTT                                       | AZ     | 86301              | • |  |
| 102-13-046 8                                   |        |                    |   | V  |
| HOVEY EDWIN & O                                |        | IOINT LIVING TRUST |   |  |
| PRESCOTT                                       | AZ     | 86301              |   |  |
|  |        |                    |   |  |

QUESTION, 222 FOR GOOD REPRODUCTION

RECORDERS MEMO-LEGIBILITY

QUESTIONABLE FOR GOOD REPRODUCTION

| 102-07-067A 1   | _      | 1-12                |  |
|-----------------|--------|---------------------|--|
| ANGLEN JOHN F   | HAZE   | LKJT JONE           | Common and the first of the fir |
| 6 PERKINS DR    |        | •                   |  |
| PRESCOTT        | ΑZ     | 86301               | ANALYSIS CONTROL OF STREET CONTROL OF STREET CONTROL OF STREET   |
|                 |        |                     |  |
|                 |        |                     |  |
| 102-07-067C 9   |        |                     | A CONTRACTOR OF THE PROPERTY O |
| PERRY STEVEN &  | LESLI  | EJT                 |  |
| 10 PERKINS DR   |        | 1                   |  |
| PRESCOTT        | ΑZ     | 86301               |  |
|                 |        |                     |  |
| 102-07-067 2    |        |                     | John C Ress  |
| REED JOHN C & M | YRNA   | LJT                 | in a land to the second |
| 12 PERKINS DR   |        |                     | Repera & Leed  |
| PRESCOTT        | ΑZ     | 86301               |  |
|                 |        |                     |  |
| 102-07-068A 4   |        |                     | Arland O 15 acce   |
| BOYCE, ARLOW P  | P MAD  | CARETI IT           |  |
| 14 PERKIÑ DR    | & WAR  | GARET L. JI         |  |
| PRESCOTT        | ΑZ     | 86301               | Margaret Doge  |
| 111200011       | 72.    | 60301               |  |
| 102-07-068 5    |        |                     |  |
| GARRETT WC PAT  | & SHIE | DIEVEIT             |  |
| 16 PERKINS DR   | u 0    | VEEL I DI           |  |
| PRESCOTT        | ΑZ     | 86301               |  |
|                 |        |                     |  |
|                 |        |                     |  |
| 102-07-071 3    |        |                     |  |
| SCHNELL DONALE  | L & BE | EVERLY J RS         | ・ 大学では、「大学」、「大学」、「大学」では、「大学」では、「大学」、「大学」、「大学」、「大学」、「大学」、「大学」、「大学」、「大学」   |
| 17 PERKINS DR   |        |                     |  |
| PRESCOTT        | ΑZ     | 86301               |  |
| 102-07-069 8    |        |                     |  |
|                 | J&CA   | RMEN V REVOCABLE TR |  |
| 18 PERKINS DR   | ,      |                     | THE POST OF THE PERSON OF THE  |
| PRESCOTT        | ΑZ     | 86301               |  |

RECORDERS MEMO: LEGIBILITY

QUESTIONABLE FOR GOOD REPRODUCTION

ANTELOPE HILLS SECOND SUBDIVISION

|   | 102-13-001 7<br>BUCKLES FAMILY I<br>21 PERKINS DR<br>PRESCOTT  | LIVING<br>AZ | TRUST 100<br>86301   |  |
|---|--|--------------|----------------------|--|
| _ | 102-13-002 0<br>LIETZ RUTH<br>23 PERKINS DR 'PRESCOTT          | رو<br>AZ     | 86301                |  |
|   | 102-13-003 3<br>KEELING FAMILY T<br>25 PERKINS DR<br>PRESCOTT  | RUST<br>AZ   | sold to Durana Crota | Service 1994 and a constraint of the service of the |
|   | 102-13-004 6<br>WOOD FREDINA R<br>27 PERKINS DR<br>PRESCOTT    | TR<br>AZ     | 86301                | x Freding R. Wood  |
| + | 102-13-008 8<br>NISPEL WALLACE I<br>35 PERKINS DR<br>PRESCOTT  |              | V TR<br>86301        | Wollsee I niskel   |
|   | 102-13-009 1<br>HILCHIE FAMILY TR<br>37 PERKINS DR<br>PRESCOTT |              | messogi<br>86301     |  |
| Ł | 102-13-010 3<br>TONCRAY FAMILY T<br>39 PERKINS DR<br>PRESCOTT  |              | 86301                | Som M. Toncray   |

3 miles

BEING OWNER(S) OF THE DESIGNATED LOTS DESCRIBED BELOW, AND THEREBY AUTHORIZED TO GIVE APPROVAL TO ANY AMENDMENT OR RESTATEMENT OF THE RESTRICTED COVENANTS FOR THE SUBDIVISION CONCERNED DO HEREBY CONSENT TO THE IMPLEMENTATION OF THE ATTACHED DOCUMENT, THE AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENENTS FOR ANTELOPE HILLS SUBDIVISION AND ANTELOPE HILLS SECOND SUDDIVISION, AS ATTESTED BY THE SIGNATURE(S) BELOW:

ANTELOPE HILLS SECOND SUBDIVISION

| 102-13-025 7      |      |                                     |
|-------------------|------|-------------------------------------|
| CARLETON JOHN C   | & HE | RIETTA D LIVING TR                  |
| 125 N HORIZON CIR | CLE  | NRIETTAD LIVING TR<br>34 Perfins Dr |
| PRESCOTT          | ΑZ   | 86301                               |

Jud Jud

BEING OWNER(S) OF THE DESIGNATED LOTS DESCRIBED BELOW, AND THEREBY AUTHORIZED TO GIVE APPROVAL TO ANY AMENDMENT OR RESTATEMENT OF THE RESTRICTED COVENANTS FOR THE SUBDIVISION CONCERNED DO HEREBY CONSENT TO THE IMPLEMENTATION OF THE ATTACHED DOCUMENT, THE AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENENTS FOR ANTELOPE HILLS SUBDIVISION AND ANTELOPE HILLS SECOND SUDDIVISION, AS ATTESTED BY THE SIGNATURE(S) BELOW:

ANTELOPE HILLS SECOND SUBDIVISION

102-13-040 0 HINSON TR 2233 VIEW DR PRESCOTT

AZ 86301

15 WIN ECLASS DE