


When recorded return to:
Prescott Partners Limited Partnership
5070 N. 40th Street, Suite 250
Phoenix, Arizona 85018
ATTN: Tony Burd

	INSTRUMENT # 9559403	
	OFFICIAL RECORDS OF YAVAPAI COUNTY MARGO W. CARSON REQUEST OF:	
TONY BURD		
DATE: 11/15/95	TIME: 14:10	
FEE: 9.00	SC: 4.00	PT: 1.00
BOOK 3110	PAGE 125	PAGES: 009

OK	FILE
MAR	24
APR	25
MAY	31
11/15/95	

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
KINGSWOOD HEIGHTS UNIT I

THIS DECLARATION made and dated this 15 day of November, 1995, by Prescott Partners Limited Partnership, being the owner of all the following described property, situated in the County of Yavapai, State of Arizona, to wit:

Lots 1 through 31 of Kingswood Heights Unit I according to Book 32 of Maps Page 20-21 Official Records of Yavapai County, Arizona ("Kingswood Heights").

WHEREAS, the Declarant, about to convey lots on parcels of said described property hereby declares that Kingswood Heights Unit I is held and shall be conveyed subject to restrictions, conditions, covenants, charges and agreements set forth in this Declaration, to wit:

SECTION 1
DEFINITIONS

- 1.1 "Architectural Committee" or "Committee" shall mean the committee created pursuant to Section 3 hereof.
- 1.2 "Architectural Rules and Guidelines" or "Guidelines" shall mean the rules and regulations adopted, from time to time by the Committees.
- 1.3 "Committee" shall have the same meaning as "Architectural Committee" as set forth in 1.1 above.

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1.4 "Declarant" shall mean PRESCOTT PARTNERS LIMITED PARTNERSHIP., an Arizona limited partnership, or its specifically designated successors.

1.5 "Declaration" shall mean the covenants, conditions and restrictions hereinafter set forth in this entire document, as said document may be amended from time to time.

1.6 "Improvement" shall mean the buildings, pools, fences, walls, hedges, plantings, planted trees and shrubs and any and all structures and landscaping of any type and kind.

1.7 "Lessee" means the lessee or tenant under a lease, oral or written, of any lot including an assignee of a lease.

1.8 "Owner(s)" shall mean and refer to the owner of record, whether one or more persons or entities, or equitable or beneficial title (or legal title if same has merged) of any Lot. "Owner" shall not include any person(s) or entity(s) who hold(s) an interest in any Lot as a security for the performance of an obligation. "Owner" shall also include the family, guests, invitees, and Lessees of any Owner. "Owner" shall include Declarant so long as Declarant owns any Lot.

1.9 "Plat" means the plat for Kingswood Heights recorded at Book 32 of Maps, Page 2022 records of Yavapai County, Arizona, and all amendments, supplements and corrections thereto.

1.10 "Residence" shall mean a building or structure devoted exclusively to single family residential use.

1.11 "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 any part of neighboring or adjoining property within Kingswood Heights at an elevation no greater than the elevation of the base of the object being viewed.

SECTION 2

USE RESTRICTIONS

2.1 Single Family Residential Use. No structure whatever, other than a Residence together with a private garage, guest house servants quarters or such other customary outbuilding(s) and structure(s), shall be erected, placed or permitted to remain on any Lot. No gainful occupation, profession, trade or other non-residential use shall be permitted on any Lot.

2.2 Minimum Livable Area. Any Residence constructed shall contain a minimum of 1,750 square feet of livable area unless otherwise approved by the Committee. The minimum square footage includes the walls of the house, but is exclusive of open porches, breezeways, pergolas, courtyards, attached garages or any similar extension or projection. All structures shall be of new material and no buildings shall be moved from any other location onto any Lot. No prefabricated building or other structure of any nature whatsoever, permanent or temporary shall be moved or placed upon, or assembled or otherwise maintained on any Lot, provided, however that a temporary office, trailer office, tool shed, lumber shed and/or office may be used if it is removed at completion of construction or selling of the Residence for which it was maintained, whichever is later.

2.3 Setback Requirements. All buildings shall be located on any Lot within the Building Setback Lines as shown on the Final Plat or the Final Tentative Plat for Kingswood Heights. All Residences shall have an enclosed garage capable of housing a minimum of two (2) cars. Notwithstanding the above, minimum setbacks shall conform to the Ordinances as established by Yavapai County.

2.4 Plan Approval of Improvements and Alterations. No Improvement, addition, alteration, repair, excavation or other work which in any way alters the exterior appearance of any Improvement or any portion of any Lot from its natural or improved state as existing on the date of the Declaration and no building, fence, wall, drive approach or other structure shall be commenced, erected, maintained, improved, altered, made or done until the plans and specifications for the same in all construction details, including shape, height, materials, floor plans, colors and location, until plans have been submitted to and APPROVED OF IN WRITING BY THE COMMITTEE. The Committee shall have the right to take into consideration the suitability of the proposed improvements, materials to be used, the harmony thereof with the surroundings and any other factors as may be deemed relevant by the Committee, and to refuse to approve any plans or specifications, whether for new construction or for subsequent alteration or repair of existing Improvements, which are not suitable or desirable, in its SOLE AND ABSOLUTE OPINION, for aesthetic or other reasons. No changes or deviations in or from such plans and specifications once approved, shall be made without the prior written approval of the Committee. All decisions of the Committee shall be final and no owner or other party shall have recourse against the Committee for its refusal to approve any such plans and specifications. No construction of any type shall be permitted in the floodplain of Willow Creek.

2.5 Removal and Replacement of Trees. No trees located upon any Lot may be removed or replaced without the prior WRITTEN APPROVAL OF THE COMMITTEE, which approval shall not be unreasonably withheld. All plans and specifications as contained in Section 2.4 above must show the approximate location of any tree(s) with a trunk diameter exceeding three inches.

2.6 Landscaping and Landscape Maintenance. All front yard landscaping and all landscaping upon those portions of any Lot which are visible from any other Lot or Common Area shall be installed by the Owner of the Lot in accordance with a landscaping plan which has been submitted to and duly APPROVED IN WRITING BY THE COMMITTEE. Said landscaping plan shall be submitted along with the plans and specifications for the construction of the Residence unless otherwise agreed upon in writing. All such landscaping (pursuant to the approved plan) must be installed by the Owner of the Lot within ninety (90) days weather conditions permitting, following the final inspection of the Residence and issuance of a certificate of occupancy by the County. Each Owner shall at all times keep all trees, shrubs, ground cover and plantings of every kind on his Lot neatly trimmed, and at all times keep his Lot free from trash, woods and other unsightly material. The yards and grounds in connection with all improved Lots shall be cultivated and planted to an extent sufficient to maintain an appearance not out of keeping with that of typical improved Lots in Kingswood Heights. During prolonged absence, each Owner will arrange for the care of his Lot during such absence.

2.7 Fences. No fence shall be constructed on any Lot unless it's style and design are APPROVED IN WRITING BY THE COMMITTEE. All fences constructed on any Lot must complement the outside of the home built on that Lot. No "chain-link" fence shall be placed anywhere on the Lot. There shall be no metal visible in any fence except for gates which shall be lined with wood or decorative wrought iron as approved by the Committee.

2.8 Obstructive Materials or Devices. Air conditioners, television antenna, satellite dishes, coolers, pool filters, firewood storage, building or repair materials, storage facilities, lawn and yard tools and equipment, and other temporary or permanent equipment must be screened or completely stored so as to be substantially invisible from the streets or other homes. Screening shall be constructed of the same material as the adjacent building or wall. All heating and air conditioning units shall be ground mounted.

2.9 Drainage. No Owner shall fill, block, or obstruct any drainage easements, drainageways, or drainage structures on his Lot, nor shall any Owner cause or suffer to be erected on the Lot any building or obstruction for the purpose, directly or indirectly, of obstructing blocking or filling any such drainage easement, drainageway or drainage structure. The Willow Creek floodplain shall be considered a drainage easement for purposes of this Section 2.9.

2.10 Roofing Materials. Roofing materials shall consist of wood shake shingles, tile or cement shingles, non reflective metal or thick built asphalt shingles all having a Class B fire rating or better as APPROVED IN WRITING BY THE COMMITTEE. All metal flashing, chimneys, gutters, down spouts, wires or pipes must be matched to the roof or wall color and texture. All roofs must be kept free of leaves, debris and other flammable material.

2.11 Exterior Siding & Material. Exterior siding & materials shall consist of Cedar (wood) siding, lap, T & G, Board, batt and Masonite lap, stone bricks or stucco. All exterior siding materials must be APPROVED IN WRITING BY THE COMMITTEE. A material known as T-111 shall not be used.

2.12 Colors. Exterior colors must be subdued and blend with the environment. No bright colors such as red, yellow, etc. will be allowed. All exterior colors must be APPROVED IN WRITING BY THE COMMITTEE.

2.13 Livestock and Poultry. Cows, horses or livestock such as pigeons or chickens shall not be kept. Animals such as dogs, cats and rabbits may be kept as house pets, provided that they are not kept, bred or maintained for any commercial purposes. Noisy pets such as barking dogs, which are bothersome to a plurality of neighbors must be removed. No pets may be kept or confined within the front yard.

2.14 Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All containers used for the storage or disposal of such material shall be kept in a clean and sanitary condition that will not be obnoxious to the eye. In no event shall such containers be maintained so as to be Visible from Neighboring Property except to make the same available for collection and, then, only for the shortest period of time reasonably necessary to effect said collection. No substance, thing or material shall be kept upon the Lot that will emit a foul or obnoxious odor, or cause any noise that might disturb the peace, quiet, comfort or serenity of the other Owners or occupants in Kingswood Heights.

2.15 Nuisance. No nuisance or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the other Owners or occupants in Kingswood Heights.

2.16 Completion of Construction When any construction on any Lot has been started, it shall be completed within one year from start date except when such delay is caused by an act of God, strikes, actual inability of the owner to procure delivery of necessary material or by interference by other persons or forces beyond the control of the Owner to prevent. Financial ability of the owner or his contractor to secure labor or materials or discharge liens or attachments shall not be deemed a cause beyond his control.

2.17 Abandoned or Inoperable Vehicles. No vehicle of any type which is abandoned or inoperable shall be stored or kept on any Lot or street within Kingswood Heights unless it is housed within a garage as approved by the Committee.

2.18 Vehicles. No trucks, buses, boats, trailers, campers, recreation vehicles, etc. (other than passenger automobiles) shall be permitted to be kept and maintained on any

Lot without the Lot Owner's receipt of the Association's PRIOR WRITTEN APPROVAL of such Owner's maintenance of the vehicle and the manner of screening or concealing the same. The restrictions in this Section 2.18 do not apply to automobiles or station wagons, and the terms "busses", "vans", and "trucks", set forth above shall not include (i) 3/4 ton (or less) capacity pick up trucks used solely for pleasure and passenger purposes (and not commercial purposes).

2.19 Parking. No vehicles shall be parked or maintained on the streets in Kingswood Heights except for such periods of time as shall be reasonably necessary to load or unload.

2.20 Deeds. Deeds of conveyance of all or any of said Lots shall incorporate by reference all of the provisions contained in this Declaration. However, whether or not recited in the deeds of reconveyance, this Declaration shall be binding on every Owner of every Lot in Kingswood Heights.

2.21 Street Lights. All dwelling owners will be required to construct and maintain one functioning automatic electric post light of suitable design, and approximately six feet in height in a suitable location approved by the Committee on the street boundary of their lots. Such lights will be on during all hours of darkness and will have bulbs of such wattage as may be specified by the Committee.

2.22 Term. This Declaration and the covenants herein shall run with the land and shall be binding on the undersigned, the Owners and all of their successors in title, interest or possession in all and every part of Kingswood Heights, until August 1, 2026, and thereafter the same shall be automatically extended for successive periods of ten (10) years, unless and until the Owners of seventy-five percent (75%) of the Lots amend or revoke the same by written instrument, duly acknowledged and recorded.

2.23 Advertising. No advertising signs, billboards, or other unsightly objects shall be erected, placed or permitted to remain on any Lot except for one "For Sale" sign, sized not to exceed twenty four (24) inches by thirty (30) inches.

2.24 Easements. Easements, as indicated upon the Plat are reserved for the installation and maintenance of public service utilities and other uses for public or quasi-public good. No buildings shall be placed upon such easements or interference be made with the free use of the same for the purposes intended. Repair or destruction of landscaping within these areas due to maintenance is the Owners responsibility.

2.25 Responsibility. The Owner is responsible for the succeeding owner being notified of the contents of this Declaration.

SECTION 3

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ARCHITECTURAL COMMITTEE

3.1 Creation of Architectural Committee. An Architectural Committee is hereby established and shall perform the functions set forth in this Declaration and the Articles and Bylaws. The Committee shall be composed of at least three (3) members. None of such members shall be required to be an architect or to meet any other particular qualifications for membership or appointment. The following persons are hereby designated as the initial members of the Architectural Committee;

Anthony M. Burd
Craig Hannay
Delbert H. Tanner, Jr.

Six (6) months following the sale of the last Lot by Declarant to an Owner, or until such time as Declarant relinquishes its rights hereunder, the Owners may appoint as the members of the Architectural Committee any person or persons as so determined by the majority vote of the Owners at a duly called meeting for this purpose.

3.2 Appointment and Removal. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Any member of the committee who fails to attend three (3) consecutive meetings of the Committee may be removed by the unanimous vote of the remaining members and his vacancy shall be filled as aforesaid. The members shall be appointed for a period of at least one (1) year, or until the appointment of their respective successors. Any new member appointed to fill a vacancy shall serve the remaining term of member who has resigned or been removed. Members who have resigned or been removed may be re-appointed.

3.3 Purpose of the Committee. The declared purpose of the Architectural Committee provided for herein is to assure that the character, design, exterior materials, color, roof, proportions, elevations, location and use of each Improvement shall be in harmony with its surroundings and not be offensive or aesthetically detrimental to neighboring property. The Committee's approval or disapproval as required in these covenants, shall be in writing. In the event the Architectural Committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. Except for judicial construction, the Committee shall have the exclusive right to construe and interpret the provisions of this Declaration and in the absence of any adjudication to the contrary by a court or competent jurisdiction, the Committee's interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property

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benefited or bound by the provisions hereof. A fee of \$25.00 may be charged for any review.

SECTION 4
GENERAL PROVISIONS

4.1 Enforcement. The covenants, conditions, reservations and restrictions may be enforced by the Declarant, and/or any Owner of any Lot. Violation of any one or more of the restrictions may be restrained or enforced by any court of competent jurisdiction and/or damages may be awarded against any such violator. Nothing herein shall be construed as meaning that damages are an adequate remedy where equitable relief is sought. In the event any such person employs an attorney or attorneys to enforce the compliance with or specific performance of the terms and conditions of this Declaration, and prevails in such action, the Owner or Owners against whom the action is brought shall pay all attorneys' fees and costs incurred in connection with such action.

4.2 Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

4.3 No Legal Opinion. This Declaration affects the rights and obligations of Owners, Members and other parties. All Owners, Members and others, at their own expense, are encouraged to obtain a legal opinion from counsel of their choosing regarding their rights and obligations under this Declaration. Nothing in this Declaration, nor any act or representation of Declarant, or the Architectural Committee, is to be construed to imply that the rights and obligations of Owners, Members or others have been reviewed or examined by legal counsel or to imply that Declarant or the Committee, or any one or part of them, express in any way a legal opinion of the rights and obligations of any party hereunder.

4.4 Waiver or Abandonment. The waiver of, or failure to enforce any breach or violation or any restrictions herein contained shall not be deemed to be a waiver or abandonment of such restrictions, or a waiver of the right to enforce any subsequent breach or violation of such restrictions. The foregoing shall apply regardless of whether any person affected hereby (or having the right to enforce these restrictions) had knowledge of the breach or violation.

4.5 Gender. The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

4.6 Topic Headings. The marginal or topical headings of the paragraphs or sections contained in this Declaration are for convenience only and do not define, limit or construe the contents of the paragraphs or sections of this Declaration.

4.7 Declarant's Right to Amend. Notwithstanding the provisions of Section 2.24 hereof, Declarant, its successors and assigns, hereby reserve the right to amend this Declaration as may be necessary or appropriate in its sole discretion, such right to amend to continue until such time as the Declarant, its successors or assigns, conveys to an Owner, the last lot described herein

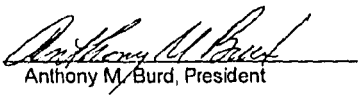
IN WITNESS WHEREOF, PRESCOTT PARTNERS LIMITED PARTNERSHIP, an Arizona limited partnership, the undersigned, being the Declarant herein, has executed this Declaration this 15 day of November, 1995.

DECLARANT


PRESCOTT PARTNERS, an Arizona
limited partnership

By: AMBRE, Inc., an Arizona corporation,
it's General Partner

By:


Anthony M. Burd, President

When recorded return to:
Prescott Partners Limited Partnership
5070 N. 40th Street #250
Phoenix, AZ 85018
ATTN: Tony Burd

 INSTRUMENT # 9606247
OFFICIAL RECORDS OF
YAVAPAI COUNTY
MARGO M. CARSON
REQUEST OF:
PRESCOTT PARTNERS LIMITED
DATE: 02/05/96 TIME: 10:40
FEE: 5.00 SC: 4.00 FT: 1.00
BOOK 3150 PAGE 791 PAGES: 001

FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR KINGSWOOD HEIGHTS UNIT I

THIS AMENDMENT made and dated this 5 day of February, 1996, by Prescott Partners Limited Partnership, the Declarant of that original Declaration of Covenants, Conditions and Restrictions for Kingswood Heights Unit I dated November 15, 1995 according to Book 3110 Pages 125 thru 133 Official Records of Yavapai County, Arizona. Declarant hereby amends Declaration as follows:

Section 2 Paragraph 2.26 is hereby added as follows:

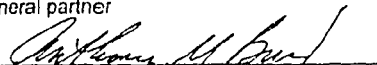
2.26 Maintenance of Subdivision access road. It is Declarant's intent to dedicate the current existing private roadway easement (Tolemac road from Iron Springs to Subdivision boundary) to Yavapai County as a public right-of-way to be maintained by the County. In the event dedication to Yavapai County is delayed, maintenance of roadway shall be the responsibility of the Lot owners collectively. If any maintenance of roadway is required, prior to dedication to Yavapai County, the cost of such maintenance shall be borne 1/31 by each Lot owner. The Lot owners, by a majority vote, shall appoint a person to coordinate such maintenance. Such person may be a member of the Architectural committee, or any Lot owner. Once dedication to Yavapai County has occurred, paragraph 2.26 and the provisions contained therein shall become null and void, and Lot owners will have no obligation for maintenance of roadway

IN WITNESS WHEREOF, PRESCOTT PARTNERS LIMITED PARTNERSHIP, an Arizona limited partnership, the undersigned, being the Declarant herein, has executed this Declaration this 5 day of February, 1996.

DECLARANT

PRESCOTT PARTNERS LIMITED PARTNERSHIP,
an Arizona limited partnership

By: AMBRE, Inc., and Arizona corporation,
its general partner

By: 
Anthony M. Burd, President

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