
 INSTRUMENT # 8710266  
 OFFICIAL RECORDS OF  
 YAVAPAI COUNTY  
 PATSY C. JENNEY  
 REQUEST OF:  
 BULLWACKER ASSOC.  
 DATE: 03/19/87 TIME: 14:50  
 FEE: 5.00  
 BOOK 1915 PAGE 162 PAGES: 001

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RATIFICATION OF PLAT AND DECLARATION OF RESTRICTIONS

The undersigned being the present lien holder, by virtue of that certain Deed of Trust recorded in Book 1910 of Official Records, page 961, Yavapai County Records, hereby ratify and confirm the plat of THE RANCH AT PRESCOTT UNIT III, according to Book 26 of Maps, pages 27 thru 31, and the restrictions recorded in Book 1906 of Official Records, page 102, and in Book 1911 of Official Records, page 115, Yavapai County Records, in all respects including, but not limited to, lot boundaries, streets, common areas and the dedication of all rights of way, easements and other encumbrances.

DATED this 10th day of March, 1987.

STATE SAVINGS MORTGAGE COMPANY

by William A. Robert

STATE OF ARIZONA     )  
                                   ) ss.  
 County of Maricopa    )

On this 16th day of March, 1987, before me, the undersigned Notary Public, personally appeared William A. Robert, known to me to be the Vice President of STATE SAVINGS MORTGAGE COMPANY, an Ohio corporation, on behalf of the corporation.

IN WITNESS WHEREOF, I hereunto set my hand and Official Seal.


**SEAL**

Marcie Hill  
 Notary Public

My Commission Expires:  
My Commission Expires June 3, 1988

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	INSTRUMENT # 8708425
	OFFICIAL RECORDS OF YAVAPAI COUNTY PATSY C. JENNEY
REQUEST OF:	
LANDMARK TITLE	
DATE: 03/09/87 TIME: 11:55	
FEE: 5.00	
BOOK 1911 PAGE 115 PAGES: 005	

UNIT 3 DECLARATION OF RESTRICTIVE COVENANTS  
FOR ALL SINGLE FAMILY RESIDENTIAL LOTS IN  
THE RANCH AT PRESCOTT, UNIT III,  
According to the Plats Recorded  
and to be Recorded in the Office of the  
Yavapai County Recorder, Arizona

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UNIT 3 DECLARATION OF RESTRICTIVE COVENANTS  
FOR ALL SINGLE FAMILY RESIDENTIAL LOTS IN  
THE RANCH AT PRESCOTT, UNIT III

KNOW ALL MEN BY THESE PRESENTS:

The undersigned is the owner of the following described real property which is a single family subdivision unit in THE RANCH AT PRESCOTT:

Lots 80 to 198, THE RANCH AT PRESCOTT, Unit III, according to the plat of record in Book ~~26~~ of Maps and Plats, pages ~~27~~ to ~~31~~, inclusive, in the Office of the Recorder of Yavapai County, Arizona.

The undersigned declares and acknowledges that the above-described real property is subject to the following express covenants, conditions and restrictions as to its use and enjoyment, all of which are to be construed as restrictive covenants running with the title to the above-described real property and with each and every part and parcel thereof.

1.0 DEFINITIONS

"UNIT 3 DECLARATION" means this instrument as the same may be amended from time to time, which is referred to in the MASTER DECLARATION as a UNIT DECLARATION.

2.0 ADOPTION OF MASTER DECLARATION

All provisions of the MASTER DECLARATION OF RESTRICTIVE COVENANTS FOR ALL LOTS OF SINGLE FAMILY RESIDENTIAL UNITS IN THE RANCH AT PRESCOTT (MASTER DECLARATION) as recorded on the 19th day of February, 1987, in the Office of the County Recorder of Yavapai County, Arizona in Book 1906 of Official Records, pages 102 through 136, inclusive, as the same may be hereafter amended, are adopted by reference and incorporated herein as if fully set forth in this UNIT 3 DECLARATION.

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3.0 IMPROVEMENTS TO LOTS

No STRUCTURE not approved in writing by the COMMITTEE shall be erected on any LOT. No building other than a main dwelling house, garage or carport may be approved by the COMMITTEE.

4.0 AMENDMENT

This UNIT 3 DECLARATION may be amended by an instrument executed and acknowledged by DEVELOPER until all Class B membership is relinquished and then by the owners of at least two-thirds of the LOTS numbered 80 through 198, inclusive, Unit III, THE RANCH AT PRESCOTT, provided that after the relinquishment of the Class B membership, no amendment relating to membership in the ASSOCIATION or the rights and duties of the ASSOCIATION in respect to the PROPERTY subject to this UNIT 3 DECLARATION shall be effective without the written approval of the ASSOCIATION.

5.0 DECLARATION

5.1 MASTER DECLARATION Binding

All instruments of conveyance or assignment of any interest in any part of the PROPERTY subject to this UNIT 3 DECLARATION shall refer to this UNIT 3 DECLARATION and shall be subject to the covenants, restrictions, conditions and servitudes herein contained as fully as though this instrument were therein set forth in full. The terms and conditions of this UNIT 3 DECLARATION shall be binding upon all persons affected by its terms, whether express reference is made to this instrument or not.

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5.2 Duration

The covenants, restrictions, conditions and servitudes of this UNIT 3 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 twenty years from and after the date of recording of this UNIT 3 DECLARATION, from which time they shall automatically be renewed and extended for successive periods of ten years each, unless an instrument signed by a majority of the then LOT OWNERS and any and all holders of Class B membership has been recorded agreeing to amend or terminate the same in whole or in part.

6.0 ACKNOWLEDGMENT

The undersigned, by executing this UNIT 3 DECLARATION, hereby acknowledges receipt of the MASTER DECLARATION.

DATED this 9<sup>th</sup> day of March, 1987.

LANDMARK TITLE AGENCY, INC.,  
an Arizona corporation,  
as Trustee

By Kenneth M. White  
Its V. P.

STATE OF ARIZONA )  
                          ) ss.  
County of Yavapai )

SEAL

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of March, 1987, by Kenneth M. White undersigned as Vice President of LANDMARK TITLE AGENCY, INC., an Arizona corporation, as Trustee, on behalf of the corporation.

[Signature]  
Notary Public

My Commission expires:  
5-16-87


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**RUSH**

*will call*

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MASTER  
DECLARATION OF RESTRICTIVE COVENANTS  
FOR ALL LOTS OF SINGLE FAMILY RESIDENTIAL  
UNITS OF THE RANCH AT PRESCOTT,  
according to the plats recorded  
and to be recorded in the  
Office of the Yavapai County Recorder, Arizona

	INSTRUMENT # 8706196
	OFFICIAL RECORDS OF YAVAPAI COUNTY PATSY C. JENNEY
REQUEST OF:	
BULLWHACKER ASSOC	
DATE: 02/19/87 TIME: 14:30	
FEE: 35.00	
BOOK 1906 PAGE 102 PAGES: 035	

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MASTER  
DECLARATION OF RESTRICTIVE COVENANTS  
FOR ALL LOTS OF SINGLE FAMILY RESIDENTIAL  
UNITS OF THE RANCH AT PRESCOTT,  
according to the plats recorded  
and to be recorded in the  
Office of the Yavapai County Recorder, Arizona

KNOW ALL MEN BY THESE PRESENTS:

THE RANCH AT PRESCOTT is a master planned community in Yavapai County, Arizona. THE RANCH AT PRESCOTT will be comprised, in part, of single family residential subdivision units as platted and recorded from time to time in the Office of the County Recorder of Yavapai County, Arizona.

It is desirable to provide uniform restrictions for all single family residential subdivision units of THE RANCH AT PRESCOTT for the purpose of establishing:

- a. A plan for the individual ownership of real property estates consisting of a lot and the improvements contained thereon.
- b. A uniform plan for the use of the property in all single family residential subdivision units of THE RANCH AT PRESCOTT, and the establishment of regulations to maintain quality neighborhoods.
- c. The formation of a non-profit corporation with membership of the LOT OWNERS with specific powers of regulation and control affecting single family residential lots in all single family residential subdivision units of THE RANCH AT PRESCOTT.
- d. The ownership and management of common elements by the non-profit corporation.

This MASTER DECLARATION may be adopted only for each single family residential subdivision unit of the DEVELOPMENT by declarations for that unit recorded or to be recorded by reference to this instrument of record in the Office of the Yavapai County Recorder, provided no provisions of this instrument shall affect any right, title or interest of such

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single family residential subdivision unit until and unless the provisions hereof are expressly:

- a. Adopted in the UNIT DECLARATION executed and acknowledged by the owners of such single family residential subdivision unit to be affected; or
- b. Adopted by amendment of the UNIT DECLARATION of record in the Office of the Yavapai County Recorder.

#### 1.0 DEFINITIONS

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

- a. "ARTICLES" means the Articles of Incorporation of the Association which are, or will be, filed in the office of the Arizona Corporation Commission, and as the same may be amended from time to time.
- b. "ASSOCIATION" means THE RANCH AT PRESCOTT HOMEOWNERS ASSOCIATION, a non-profit corporation, its successors and assigns, formed as an entity through which the LOT OWNERS may act in accordance with the MASTER DECLARATION and its ARTICLES and BY-LAWS.
- c. "BOARD" means the Board of Directors of the ASSOCIATION.
- d. "BY-LAWS" means the by-laws adopted by the ASSOCIATION and as the same may be amended from time to time.
- e. "COMMITTEE" means the Architectural Control Committee as created in Section 7.0 hereof.
- f. "DEVELOPMENT" means all of the stated 1374 single family LOTS and associated common areas designated on the "MASTER PLAN" for THE RANCH AT PRESCOTT submitted to Yavapai County, Arizona, for purposes of obtaining a zoning map change, which zoning map change was unanimously approved by the Yavapai County Board of Supervisors, incorporating the "MASTER PLAN" as Exhibit "B" on September 21, 1981.

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- g. "DEVELOPER" means Bullwacker Associates, an Arizona Limited Partnership, and its successors and assigns, and a trustee of a subdivision trust encompassing all or a portion of the PROPERTY, under which Bullwacker Associates, an Arizona Limited Partnership, is a beneficiary.
- h. "GUEST" means an agent, servant, tenant, licensee or invitee of a LOT OWNER or any person or entity who has acquired any title or interest in a LOT by or through a LOT OWNER, including a lessee, mortgagee or any agent, servant, tenant, invitee or licensee of such person or entity.
- i. "LOT" means a single family residential lot in the PROPERTY.
- j. "LOT OWNER" means the record owner, whether one or more persons or entities (including but not limited to the DEVELOPER) of equitable title (or legal title if equitable title has merged therewith) to a LOT. LOT OWNER does not include a person or entity holding an interest in a LOT merely as security for the performance of an adoption.
- k. "MASTER DECLARATION" means this instrument as the same may be amended from time to time.
- l. "PROJECT DOCUMENTS" means those documents which identify the loan obligation of DEVELOPER which may be secured in whole or part by all or a portion of the PROPERTY.
- m. "PROPERTY" means all single family residential lots, roadways and common areas, if any, platted on the recorded plats of all single family residential subdivision units for THE RANCH AT PRESCOTT which have adopted or incorporated this MASTER DECLARATION.
- n. "RULES AND REGULATIONS" means the rules and regulations, including Architectural Committee Rules and Design Guidelines (which may be promulgated by separate document), as may be adopted by the BOARD as a supplement to this MASTER DECLARATION, and as the same may from time to time be amended.
- o. "STRUCTURE" means anything placed on, constructed or erected and the use of which is permanently located or requires permanent location on or

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attachment to something having a permanent location on a LOT.

- p. "UNIT DECLARATION" means a declaration of restrictive covenants which adopts or incorporates this MASTER DECLARATION.

## 2.0 BUILDING AND IMPROVEMENT REQUIREMENTS

### 2.1 Single Family Residence

Subject to Section 3.2, all of the LOTS shall be single family residential lots with STRUCTURES as permitted by this MASTER DECLARATION and a UNIT DECLARATION for use incidental to the single family residential use.

### 2.2 Approval of COMMITTEE

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

2.2.2 Temporary Structures - The COMMITTEE may approve temporary use of a LOT for temporary structures, provided such temporary structures are solely to comply with Section 2.18 of this MASTER DECLARATION or as required for storage or watchman services during the actual or permitted period of construction, whichever is less.

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### 2.3 Plans and Specifications

The plans and specifications shall show the design, structural details, stem elevations, materials, finishes, exterior colors, site location, grades and residential dwelling elevations and shall include a site plan of the proposed building site to be improved and landscaping plans. A copy of the plans and specifications as finally approved and signed on behalf of the COMMITTEE and by the LOT OWNER or his representative shall be retained in the records of the COMMITTEE.

### 2.4 Site Plans

Site plans shall show:

- a. Name of contractor, if any, or statement that the LOT OWNER intends to act as contractor.
- b. Dimensions, bearings and existing topography of the LOT.
- c. Dimensions and bearings of the LOT, proposed STRUCTURE(s) and any alteration of existing topography.
- d. Exterior dimensions of STRUCTURE(s), and any stairways, decks or similar appurtenant construction on the STRUCTURE exterior and all roof overhangs, roof breaks or ridge lines.
- e. Exterior dimensions and composition of all driveways and parking areas.
- f. Front, side and rear set-backs.
- g. Existing grades and grade changes.
- h. Location of all easements.
- i. Locations of all trees over four inches in trunk diameter.
- j. Location of each tree over four inches in trunk diameter to be removed to permit construction.
- k. Areas on LOT where site materials are to be imported or exported.
- l. All water, rain and snow drainage, including, but not limited to, drainage on the existing natural

terrain of the LOT, any alteration of such drainage to result by reason of construction or landscaping, and all concentrations of drainage by reason of STRUCTURES to be constructed on a LOT.

#### 2.5 Landscaping

A landscaping plan for each LOT shall be prepared in accordance with the COMMITTEE's regulations or guidelines and submitted to the COMMITTEE at the time plans and specifications and site plans for construction are submitted. Landscaping must be completed in accordance with the approved plan within nine (9) months from the commencement of construction or before the LOT is offered for sale, whichever is first.

#### 2.6 Authority of COMMITTEE

The COMMITTEE shall have the authority to refuse to approve any such plans and specifications, site plans or landscaping plans which are not compatible with the natural environment of the DEVELOPMENT or are not suitable or desirable, in its opinion, for either aesthetic reasons or drainage considerations. In so passing upon such plans and specifications, site plans and landscaping plans, the COMMITTEE shall have the right to take into consideration the architectural design of the proposed residential dwelling or other STRUCTURE, the materials of which it is to be built, the site upon which it is proposed to erect same, the harmony thereof with the surroundings and the effect of the residential dwelling or other STRUCTURE as planned on the PROPERTY and any LOT and the outlook of or from the PROPERTY.

#### 2.7 No Excavation or Removal

There shall be no excavation or removal of natural vegetation until written approval of the plans and specifications, site plans and landscaping plans has been made by the COMMITTEE and the COMMITTEE's written approval is acknowledged in writing by the LOT OWNER.

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2.8 Time of Commencement and Completion

2.8.1 Commencement of Construction -  
Construction must commence within ninety (90) days of approval of the COMMITTEE of all plans and specifications, site plans and landscaping plans. The LOT OWNER shall notify the COMMITTEE in writing of the starting and completion dates of construction.

2.8.2 Completion of Construction -  
Construction must be pursued diligently and all construction shall be completed within six months after commencement. Completion shall be deemed to have occurred at that point at which all exterior construction, as shown on approved plans and specifications and site plans, is completed and that portion of the interior finish necessary to acquire utility hook-ups and occupancy approvals by Yavapai County, Arizona, or other governmental entity having authority, have been completed.

2.9 Contractors or Builder-LOT OWNER

Each STRUCTURE shall be constructed by a contractor licensed by the State of Arizona for such work or by the LOT OWNER. The LOT OWNER shall be required to satisfy the COMMITTEE as to his qualifications and financial ability to act as his own contractor. The LOT OWNER shall provide a bond, collateral or other form of security as the COMMITTEE, in its sole discretion, may determine appropriate to insure timely completion, and completion in accordance with the plans and specifications, site plans and landscaping plans. The amount of any form of financial assurance or security shall be determined in the sole discretion of the COMMITTEE provided that no financial assurance or security shall exceed 200% of the construction cost estimated by the COMMITTEE based upon reasonable construction costs of a licensed contractor.

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#### 2.10 Set Back Requirements

Unless more restrictive set back requirements are required by a UNIT DECLARATION, the duly adopted set back requirements of any governmental entity having jurisdiction shall apply as a minimum to all LOTS in the PROPERTY.

#### 2.11 Area

Unless greater square footage requirements are required by a UNIT DECLARATION, exclusive of enclosed or open porches, garages, carports and any area in the basement or within the foundation:

- a. Each single level residential dwelling shall have a minimum of 1,400 square feet of living area.
- b. Each two-story residential dwelling shall have a minimum of 1,000 square feet of living area on the main level, and a total living area of not less than 1,400 square feet.
- c. Each one and one-half story residential dwelling shall have a minimum of 900 square feet of living area on the first floor and a total living area of not less than 1,400 square feet.
- d. Each split or multi-level residential dwelling shall have a minimum of 1,400 square feet of living area.

#### 2.12 Height

Unless lower maximum height limitations are required by a UNIT DECLARATION, the maximum height limitation of STRUCTURES shall be two stories but not to exceed thirty (30) feet from any point where the STRUCTURE is visible above the existing ground level or would have been visible above the natural ground level existing prior to construction, whichever results in the lower maximum height.

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2.13 Garage and Parking

Each residential dwelling must provide an attached two-car carport or a two-car garage which may be detached upon approval of the COMMITTEE. In addition to garage or carport parking, every improved LOT must be provided with paved off-street parking spaces for at least two additional vehicles.

2.14 Pavement

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

2.15 Mailboxes

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

2.16 Roof or Exterior Installations

Air conditioners, heat pumps, solar collectors, evaporative coolers or similar devices shall not be placed on or above the roof of any residential dwelling or other STRUCTURE, and all such devices must be concealed so as not to be visible from any other location on the PROPERTY.

2.17 Fire Units

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

2.18 Sanitary Facilities During Construction

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

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### 2.19 Street Lights

Street lights and supporting STRUCTURES are required for each LOT in the PROPERTY. The lights and supporting STRUCTURES are to be the make, model and color specified by the COMMITTEE (or equivalent) and shall be installed by the LOT OWNER at the time of construction of each residential dwelling.

### 2.20 Maintenance and Operation of Street Lights

Each LOT OWNER shall maintain the street lights and supporting STRUCTURES erected on his LOT in good working order and repair. Each street light shall be illuminated at the LOT OWNER's expense from dusk to dawn of each day.

## 3.0 LAND USE REGULATIONS

### 3.1 Date of Occupancy

No LOT shall be occupied until the residential dwelling meets the completion requirements as set forth in Section 2.8.

### 3.2 Commercial Business

No commercial activity or business, including garage, lawn or similar sales activities, shall be permitted within the PROPERTY other than:

- a. As prescribed in Section 4.2,
- b. The activities of the ASSOCIATION in furtherance of its powers and purposes, or
- c. Home occupations prescribed by the RULES AND REGULATIONS of the ASSOCIATION and conducted according to such RULES AND REGULATIONS.

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### 3.3 Division of LOTS

No LOT shall be divided or conveyed in less than its dimension shown on the recorded plat, except where such conveyance of a divided portion of a LOT is made to the LOT OWNER of a LOT adjacent to the divided portion of the LOT and after which conveyance the conveyed portion and the adjacent LOT shall be considered as one LOT.

### 3.4 Easements

Easements on LOTS for utilities, drainage or other purposes shall not be obstructed in a manner which interferes with such purpose, but the area of each LOT embraced by such easements shall be maintained by the LOT OWNER.

### 3.5 Limitation of Habitation

No structure of a temporary character, motor home, mobile home, trailer, camper, tent, shack, outbuilding, garage or carport shall be used on any LOT at any time for human habitation. Human habitation shall occur only in the residential dwelling STRUCTURE approved by the COMMITTEE pursuant to Section 2.

### 3.6 Nuisances

No LOT shall be used in whole or in part for the storage of personal property or objects that will cause such LOT to appear in an unclean or untidy condition, or that will be obnoxious to the eye, nose or ear. No LOT OWNER shall permit anything be done on such LOT which may reasonably be or become an annoyance, nuisance or hazard to others. No sounds shall be emitted thereon which are unreasonably loud or annoying. No odor which is unreasonably noxious or offensive to others and no light which is unreasonably bright or causes unreasonable reflection shall be permitted.

### 3.7 Laundry Areas

Each exterior laundry drying area shall be screened so as to not be visible from any other location on the PROPERTY. Such screening may be trees, bushes, shrubbery or lattice work or fencing approved by the COMMITTEE.

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### 3.8 Signs

Except as provided in Section 4.2, no sign or other advertising device of any nature shall be displayed on the PROPERTY or on any vehicle parked on any LOT or roadway within the PROPERTY without the approval of the COMMITTEE. The COMMITTEE shall:

- a. Have no right to permit any advertising device for the resale by a LOT OWNER of a LOT which is not improved by a STRUCTURE suitable for residential occupancy.
- b. Have the right, but not the obligation, to permit contractors' signs only during the permitted period of construction. Such signs shall be removed when actual construction is completed or the permitted period of construction expires, whichever comes first.
- c. Have the right, but not the obligation, to permit the placement of one "For Sale" or "For Rent" sign on a LOT improved by a STRUCTURE suitable for residential occupancy offered for sale or for rent.
- d. Have the right, but not the obligation, to permit the placement of directional "Open House" signs. However, "Open House" signs shall be permitted only during actual periods when the LOT and the STRUCTURE suitable for residential occupancy situated thereon are immediately available for inspection.
- e. All "For Sale" or "For Rent" signs shall be removed immediately upon the execution of a purchase or rental agreement.

Except for such activities provided in Section 4.2, no sign with dimensions greater than 18" x 24" shall be permitted.

### 3.9 Antennae, Towers, etc.

There shall be no exterior television or radio antennae, or other antennae, masts, poles or towers. There shall be no exterior satellite dish receiving devices without the approval of the COMMITTEE.

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### 3.10 Garbage

Trash, garbage or other waste shall be kept in sanitary containers placed below ground level or stored within the residential dwelling or garage or within a screened area approved by the COMMITTEE. The sanitary containers may be placed on the LOT at curbside on regular collection days for a period not to exceed twelve hours prior to the scheduled collection, but shall be removed prior to daylight on the day after collection. All equipment for the storage or collection of such material shall be kept in a clean and sanitary condition.

### 3.11 Storage of Personal Property

Tools, machinery, household effects, toys, containers, boxes, materials or other items that may degrade the appearance of any STRUCTURE or LOT shall be so stored as to be concealed from public view from any location on the PROPERTY.

### 3.12 Fencing and Hedges

There shall be no fencing except for specific purposes such as screening, child containment, animal control or architectural effect. Plans showing the length, height, design, materials, finishes and colors of fences must be submitted to and approved in writing by the COMMITTEE. No hedge shall be maintained on any LOT which shall exceed five (5) feet in height without written approval of the COMMITTEE.

### 3.13 Pets

No animals, reptiles, livestock or poultry of any kind shall be raised, bred or kept except that dogs, cats or other household pets may be kept on the LOT, subject to RULES AND REGULATIONS adopted by the ASSOCIATION.

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3.14 Preservation of Environment

3.14.1 Natural Environment - The native trees and shrubs are one of the DEVELOPMENT's major attractions. Everything possible must be done to preserve the natural environment of the PROPERTY. The BOARD may, at the LOT OWNER's expense:

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

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

- a. Require the repair, painting or finishing of any STRUCTURE to bring it to the condition upon which the approval of the COMMITTEE was based under Section 2.2.
- b. Require the removal of any improvement or parts thereof which are not in accordance with the plans and specifications as approved by the COMMITTEE under Section 2.3 or the site plans as approved by the COMMITTEE under Section 2.4
- c. Require the removal of landscaping and ground cover which are not in accordance with the landscaping plan approved by the COMMITTEE under Section 2.5.

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- d. Require the re-landscaping of any LOT on which the landscaping no longer conforms to the landscaping plan approved by the COMMITTEE under Section 2.5.

3.14.3 Enforcement - Corrective measures under Sections 3.14.1 and 3.14.2 shall be initiated by written notice to the LOT OWNER by the COMMITTEE of the condition which requires correction. The LOT OWNER shall have a right of hearing pursuant to Section 7.15 and a right of appeal pursuant to Section 7.16. If the LOT OWNER fails to commence and diligently pursue the corrective measures as noticed or finally ordered, the ASSOCIATION may enter, or cause its agent or employee to enter, upon the LOT and accomplish the corrective measures and the cost thereof shall be assessed against the LOT as a special assessment pursuant to Section 8.0.

### 3.15 Limitation of Vehicles

3.15.1 Operation of Vehicles - Motorcycles, mopeds, mini-bikes, trail bikes and other motor vehicles shall not be operated on the PROPERTY except within the traveled area of the public roadway. All such vehicles shall be equipped with a muffler in good working order and in constant use to prevent excessive or unusual noise.

3.15.2 Repair, Maintenance and Storage of Vehicles - No repair or maintenance work shall be performed on any motor vehicle or other piece of equipment, except wholly inside a garage. Disabled vehicles and equipment shall be stored in a garage or removed from the PROPERTY.

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3.15.3 Parking of Vehicles - Each LOT OWNER shall provide two paved off-street parking spaces. No parking is permitted on unpaved portions of the LOT. No parking is permitted on any street in the PROPERTY except on a temporary basis. Except for permitted construction purposes or limited temporary parking or loading or unloading, no vehicle in excess of 6,500 pounds gross weight, no commercial vehicle, industrial equipment, recreational vehicle, boat, boat trailer, utility trailer, mounted or unmounted camper, motor home, travel trailer, mobile home or other similar vehicle shall remain on the PROPERTY unless parked at all times inside a closed garage or stored at the area designated for vehicle storage on such terms and conditions as are prescribed by the BOARD, if space is available.

#### 3.16 Lands Retained by the DEVELOPER

Neither the purchaser of a LOT nor any successor in interest thereof shall be deemed to have acquired any proprietary or easement rights in lands, or in any improvements on such lands or in any of the lakes, irrigation ditches, or other waterways on such lands, that are retained by the DEVELOPER.

#### 4.0 EASEMENTS

##### 4.1 Easements Deemed Appurtenant

Easements and rights reserved, created or provided to be created under this MASTER DECLARATION or a UNIT DECLARATION shall not be separated from the LOT or LOTS to which they may appertain and shall be deemed to be conveyed with the LOT even though such interest is not expressly mentioned or described in the conveyance or other instrument.

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#### 4.2 Easements and Rights for Construction and Development

4.2.1 Easements and Rights of Construction  
- With respect to each LOT, easements and rights-of-way as set forth in the recorded plats of the PROPERTY are hereby reserved unto the DEVELOPER and its assigns, for construction, installation and maintenance of all utilities, including but not limited to water, sewer, electricity, gas and cable TV. DEVELOPER shall have the right to enter upon any LOT for the purpose of developing and installing drainage facilities on a drainage easement along the LOT line. DEVELOPER or its duly appointed agent shall have the right of ingress or egress over, upon and across the easements and rights-of-way and the right to store materials therein and make such other use thereof as may reasonably be necessary or incident to construction, development, maintenance and sale, and the overall PROPERTY of which the LOT is a part.

4.2.2 Easements and Rights of Development Purposes - DEVELOPER shall have the right to use any LOT owned by DEVELOPER for models, sales offices or management offices until such time as DEVELOPER conveys title thereto to another LOT OWNER. DEVELOPER shall have the right to relocate its offices and models from time to time within the PROPERTY. DEVELOPER shall further have the right to maintain on the PROPERTY, or any LOT owned by DEVELOPER, such advertising signs as comply with applicable governmental regulations. Such advertising signs may be placed on any location on the PROPERTY and may be relocated or removed, all at the sole discretion of DEVELOPER.

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#### 4.3 Easements on the Common Areas

Should DEVELOPER convey any real property to be held by the ASSOCIATION as common area, every LOT OWNER and his GUESTS shall have the non-exclusive right and easement of use and enjoyment in such common area subject to the following:

- a. The right of the ASSOCIATION to charge reasonable dues and fees for the use of any ASSOCIATION facilities situated upon the common area,
- b. The right of the BOARD to adopt or enforce RULES AND REGULATIONS to restrict and control the use of the common area.
- c. The right of the BOARD, after notice and hearing, to suspend right to use of the ASSOCIATION facilities by a LOT OWNER for any period during which any special assessment remains unpaid and, for a period not to exceed sixty days, for any infraction or breach of the RULES AND REGULATIONS, this MASTER DECLARATION or a UNIT DECLARATION.

#### 4.4 Reservation and Right of Access

Right of access to each LOT is hereby reserved to the DEVELOPER for general improvements of any person's premises or premises of the DEVELOPER or assignee, but such right of access to any LOT shall terminate upon commencement of construction on the LOT by the LOT OWNER unless otherwise provided for in this MASTER DECLARATION.

#### 5.0 THE RANCH AT PRESCOTT HOMEOWNERS ASSOCIATION

##### 5.1 The ASSOCIATION

The ASSOCIATION is a nonprofit Arizona corporation charged with the duties and invested with the powers prescribed by the law and set forth in the ARTICLES, BY-LAWS, RULES AND REGULATIONS and this MASTER DECLARATION.

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5.2 Membership and Voting Rights

5.2.1 Membership - Each LOT OWNER shall be a member of the ASSOCIATION and each shall automatically be a member upon becoming a LOT OWNER. There shall be one membership for each LOT on the PROPERTY. Membership shall be appurtenant to and not severable from ownership of any LOT.

5.2.2 Voting Rights - The ASSOCIATION shall have two classes of voting membership:

Class A - Class A members shall be all LOT OWNERS other than DEVELOPER and shall be entitled to one vote for each LOT owned.

Class B - The Class B member shall be the DEVELOPER. The DEVELOPER shall be entitled to 1 vote and an additional 15 votes for each LOT of the PROPERTY owned by DEVELOPER.

Class B membership shall cease only at such time as DEVELOPER surrenders the Class B membership.

5.3 Board of Directors and Officers

The affairs of the ASSOCIATION shall be conducted by the BOARD and such officers as the BOARD may elect or appoint, in accordance with the ARTICLES and the BY-LAWS, as the same may be amended from time to time.

5.4 Powers and Duties of the ASSOCIATION

The ASSOCIATION shall have such rights, duties and powers prescribed by the MASTER DECLARATION and as set forth in the ARTICLES and BY-LAWS, as same may be amended from time to time.

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### 5.5 Personal Liability

No member of the BOARD or of any COMMITTEE of the ASSOCIATION, or any officer of the ASSOCIATION, or the manager, shall be personally liable to any LOT OWNER, or to any other party, including the ASSOCIATION, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the ASSOCIATION, the BOARD, the manager or any other representative or employee of the ASSOCIATION, or any COMMITTEE or officer of the ASSOCIATION, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith, without willful or intentional misconduct.

### 6.0 THE BOARD

#### 6.1 General Powers

The BOARD shall manage the business and affairs of the ASSOCIATION and may exercise all such authority and powers of the ASSOCIATION and do all such lawful acts and things as are not by law, the ARTICLES, BY-LAWS or this MASTER DECLARATION directed or required to be exercised or done by the members, provided that the BOARD shall not authorize or permit any expenditure, obligation or indebtedness or take any other action without the written approval of the Class B member, provided such Class B membership has not previously been relinquished.

#### 6.2 RULES AND REGULATIONS

The BOARD shall have the power to adopt, amend, repeal and enforce such RULES AND REGULATIONS pertaining to such rights and duties as are consistent with its general powers. The BOARD may delegate the duties of enforcement of the RULES AND REGULATIONS as appear in the best interests of the ASSOCIATION and to the extent permitted by law. A copy of the RULES AND REGULATIONS as they may from time to time be adopted, amended or repealed shall be available to each LOT OWNER.

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### 6.3 Variances

Subject to such zoning regulations of Yavapai County or other governmental entity that may control, the BOARD may upon a joint application of a LOT OWNER and the COMMITTEE authorize in specific cases such variance from the provisions of Sections 2.10, 2.11 and 2.12 of this MASTER DECLARATION and any set back, area or height restrictions of a UNIT DECLARATION as will not be contrary to the general interests of the PROPERTY where, owing to specific conditions, a literal enforcement of the provisions will in the BOARD's opinion result in unnecessary hardship.

### 7.0 THE ARCHITECTURAL CONTROL COMMITTEE

#### 7.1 COMMITTEE Composition

The BOARD shall establish one or more architectural committees and prescribe the geographic area over which the COMMITTEE may exercise its authority.

#### 7.2 FULL COMMITTEE

The composite of all such COMMITTEES shall be known as the FULL COMMITTEE.

#### 7.3 Duties of FULL COMMITTEE

It shall be the duty of the FULL COMMITTEE to propose for adoption by the BOARD necessary and appropriate RULES AND REGULATIONS.

#### 7.4 Membership of COMMITTEE

The membership of a COMMITTEE shall consist of three members and two alternate members. None of such members shall be required to be an architect or to meet any other particular qualifications for membership. A member need not be, but may be, a member of the BOARD or an officer of the ASSOCIATION.

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#### 7.5 Alternate Members

In the event of the absence or anticipated absence from the COMMITTEE meeting of any regular member of this COMMITTEE for any reason, the regular members in attendance, even though less than a quorum, shall designate an alternate member to act in the place of each absent regular member. If three members of the COMMITTEE (including alternates) can not be present, the COMMITTEE may act by unanimous vote of two members.

#### 7.6 Appointment and Removal

The right to appoint and remove all regular and alternate members of a COMMITTEE at any time shall be and is hereby vested solely in the BOARD.

#### 7.7 Resignations

Any regular or alternate member of the COMMITTEE may at any time resign from the COMMITTEE by giving written notice thereof to the BOARD.

#### 7.8 Duties

It shall be the duty of the COMMITTEE to consider and act upon any and all proposals or plans submitted to it, to perform other duties delegated to it by the BOARD, and to carry out all other duties imposed upon it by this MASTER DECLARATION, the BY-LAWS and the RULES AND REGULATIONS.

#### 7.9 Meetings

The COMMITTEE shall meet from time to time as necessary to perform its duties hereunder. The vote or written consent of a majority of the COMMITTEE, at a meeting or otherwise, shall constitute the act of the COMMITTEE unless the unanimous decision of the COMMITTEE is required by any other provision of this MASTER DECLARATION, the BY-LAWS or the RULES AND REGULATIONS. A COMMITTEE shall keep and maintain a written record of all actions taken by it at such meetings or otherwise.

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7.10 Architectural Committee Rules and Design Guidelines

The FULL COMMITTEE may, from time to time propose for adoption or amendment by the BOARD rules to be known as "Architectural Committee Rules and Design Guidelines". Such rules, when adopted by the BOARD, shall interpret and implement this MASTER DECLARATION by setting forth the standards and procedures for COMMITTEE review and the guidelines for architectural design, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features which are recommended for use in the PROPERTY.

7.11 Waiver

The approval by the COMMITTEE of any plans, drawings or specifications for any work done or proposed, or for any other matter requiring the approval of the COMMITTEE, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or other matter subsequently submitted for approval.

7.12 Liability

Neither the COMMITTEE or the FULL COMMITTEE nor any member thereof shall be liable to the ASSOCIATION, any LOT OWNER, or to any other party for any damage, loss or prejudice suffered or claimed on account of:

- a. The approval or disapproval of any plans and specifications, site plans or landscaping plans or other plans, drawings or specifications, whether defective or not,
- b. The construction or performance of any work, whether pursuant to approved plans, drawings and specifications or not,
- c. Damage or adverse results or consequences resulting from water, rain or snow or drainage,
- d. The development of any of the PROPERTY, or
- e. The execution and filing of any estoppel certificate, whether the facts therein are correct or not,

provided, however, that with respect to the liability of a member, such member has acted in good faith on the basis of such

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information as may be possessed by him. Without in any way limiting the generality of any of the foregoing provisions of this Section, the COMMITTEE, or any member thereof, may, but is not required to, consult with or hear the views of the ASSOCIATION or any LOT OWNER with respect to any plans, drawings, specifications or any other proposal submitted to the COMMITTEE.

#### 7.13 Request for Approval

Request for the COMMITTEE's approval of any plans and specifications, site plans or landscaping plans or other plans, drawings or specifications, together with such plans and specifications and any other information which the COMMITTEE may reasonably request, shall be submitted in writing to the COMMITTEE at least thirty days prior to the date on which construction is to commence. (It is suggested that a preliminary plan be submitted to the COMMITTEE prior to the final plan submittal). Within thirty days from receipt of such written request, the COMMITTEE shall notify in writing the LOT OWNER of its decision either approving or rejecting the plans and specifications, site plans, landscaping plans or other plans, drawings or specifications. In the event the COMMITTEE rejects any such plans, then and in that event the COMMITTEE shall set forth in its notification the reason for rejection thereof. The decision of the COMMITTEE shall be final if such LOT OWNER fails to request a hearing in accordance with the procedures outlined in Section 7.15.

#### 7.14 Failure to Act

In the event the COMMITTEE should fail to approve or disapprove any plans and specifications, site plans, landscaping plans or other plans, drawings or specifications for which approval of the COMMITTEE is required within thirty days after receipt of the written request, together with any such plans and other information requested by the COMMITTEE, the LOT OWNER or person or entity submitting any such plans shall provide the COMMITTEE with a second written request for action to be taken on any such plans within ten (10) days after receipt of such notice. If no action is taken on any such plans within ten (10) days after receipt of the second written request, approval thereof shall be deemed to have been given; provided, however, any residential dwelling, building or STRUCTURE embraced by any such plans shall be of masonry or frame construction and the location and size of the residential dwelling, building or STRUCTURE shall not be violative of any of the restrictions contained in this MASTER DECLARATION or the RULES AND REGULATIONS or any UNIT

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DECLARATION or applicable law, rule or regulation of any governmental body or agency having jurisdiction thereof.

#### 7.15 Right of Hearing

Should the COMMITTEE reject or disapprove the plans and specifications, site plans, landscaping plans or other plans, drawings or specifications as submitted, the LOT OWNER, within fifteen days from the date of written notice of rejection or disapproval, may request in writing a hearing before the COMMITTEE. The COMMITTEE, upon receipt of such written request, shall fix the date, time and place of the hearing and shall notify the LOT OWNER in writing of the date, time and place of the hearing at least seven days prior to the hearing date. The date of the hearing shall be fixed no later than thirty days after receipt of the written request for hearing. At the hearing, the LOT OWNER shall be afforded the opportunity to be heard and to present evidence, both oral and documentary, concerning the rejection of any such plans. Upon conclusion of the hearing, the COMMITTEE shall then determine, by majority vote, whether its prior decision concerning the plans and specifications, site plans, landscaping plans or other plans, drawings or specifications shall be affirmed or reversed. Notice in writing of the COMMITTEE's decision shall be mailed to the LOT OWNER within seven days from the date of the hearing. The decision of the COMMITTEE shall be final if such LOT OWNER fails to exercise the right of appeal in accordance with the procedures set forth in Section 7.16.

#### 7.16 Right of Appeal

In the event the LOT OWNER is dissatisfied with the decision of the COMMITTEE rendered in accordance with Section 7.15, the LOT OWNER may appeal such decision to the BOARD. The right of appeal shall be exercised by the LOT OWNER within fifteen days from the date the COMMITTEE mails notice of its decision to the LOT OWNER. The notice of appeal shall be in writing addressed to both the COMMITTEE and the BOARD. The BOARD, upon receipt of a notice of appeal, shall fix the date, time and place of the hearing on appeal and shall notify in writing the COMMITTEE and the LOT OWNER of the date, time and place of the hearing at least seven days prior to the hearing date. The date of the hearing shall be fixed no later than thirty days after receipt of the notice of appeal. At the hearing on appeal, both the COMMITTEE and the LOT OWNER shall be afforded the opportunity to be heard and to present evidence, both oral and documentary, concerning the rejection of the plans and specifications, site plans, landscaping plans or other plans, drawings or specifications.

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Upon conclusion of the hearing on appeal, the BOARD shall then determine, by majority vote of all directors present at the meeting (subject to Section 6.1), whether the decision of the COMMITTEE shall be affirmed or reversed. Notice in writing of the BOARD's decision shall be mailed to the COMMITTEE and the LOT OWNER within seven days from the date of the hearing on appeal. The decision of the BOARD shall be final.

## 8.0 ENFORCEMENT

### 8.1 Duty of Membership

Each LOT OWNER, in accepting a deed or contract of purchase for any LOT on the PROPERTY whether or not it shall be expressed in the deed or contract, agrees to and shall be a member of and be subject to the obligations and duly enacted ARTICLES, BY-LAWS and RULES AND REGULATIONS of the ASSOCIATION and shall be bound by this MASTER DECLARATION.

### 8.2 Special Assessments

Each LOT OWNER agrees to the enforcement of the special assessments in the manner herein specified. Should the ASSOCIATION incur expenses to enforce compliance with the ARTICLES, BY-LAWS, RULES AND REGULATIONS or this MASTER DECLARATION or to seek damages for the breach of the same, whether by suit or otherwise, such expenses may be assessed by the BOARD against the LOT OWNER or LOT OWNERS against whom the enforcement is sought as a special assessment. In the event the ASSOCIATION employs an attorney or attorneys for collection of any special assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this MASTER DECLARATION, or for any other purpose in connection with the breach of the ARTICLES, BY-LAWS, RULES AND REGULATIONS or this MASTER DECLARATION, each LOT OWNER and member agrees to pay reasonable attorney fees and costs thereby incurred in addition to any other amounts due or any other relief or remedy obtained against the LOT OWNER or member.

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### 8.3 Nonpayment of Special Assessments

In the event of a default in payment of any such special assessment when due, in which case the special assessment shall be deemed delinquent, and in addition to any other remedies herein or by law provided, the ASSOCIATION may enforce each such obligation in any manner provided by law or in equity, or without any limitation of the foregoing, by any of the procedures provided herein.

### 8.4 Personal Obligations of Member

The amount of each special assessment shall be a separate, distinct and personal debt and obligation of the member against whom the same has been assessed at the time such special assessment is made and shall be collectible as such. The BOARD shall have the right to impose a reasonable late charge for nonpayment of any special assessment or installment thereof within fifteen days of the date any such payment became due. Suit to recover a money judgment for such personal obligation shall be maintainable by the ASSOCIATION without foreclosing or waiving the lien securing the same. No member may exempt himself or avoid or diminish any personal obligation or liability for payment of any such special assessment by waiver of the use or enjoyment of any of the common areas and ASSOCIATION facilities or by abandonment of the LOT. The purchaser of a LOT shall be jointly and severally liable, except as otherwise provided herein, with a selling member for all unpaid special assessments due from such member up to the time of sale, without prejudice, however, to the right of such purchaser to recover from such seller any and all amounts paid by him to secure or defray the amount of unpaid special assessments.

### 8.5 Lien for Special Assessments

The amount of any special assessment assessed to the member, together with late charges thereon, interest at the highest legal rate permitted under the laws of the State of Arizona, and costs, including reasonable attorney fees, shall become a lien upon the LOT assessed.

To evidence any such lien, the BOARD may prepare and cause to be recorded in the Office of the County Recorder of Yavapai County, Arizona, a written notice of lien setting forth the amount of the special assessment, the due date thereof or for the installment thereof not paid, the amount thereof remaining unpaid, the name of the member and a description of his LOT. No such notice of lien shall be so recorded until a delinquency

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occurs in payment of the special assessment or appropriate installments due. Such lien shall be superior to all other liens and encumbrances, recorded or unrecorded, except for valid tax and special assessment liens on the LOT in favor of any governmental or other validly constituted taxing authority, and the lien of any bona fide first mortgage or deed of trust thereon which is recorded in the official records of the County Recorder of Yavapai County, Arizona.

#### 8.6 Foreclosure of Lien

The ASSOCIATION may foreclose any special assessment lien against a LOT in accordance with the then prevailing Arizona law relating to the foreclosure of realty mortgages and may recover a deficiency judgment against persons obligated for the special assessment if the judicial sale of the property does not satisfy the judgment. In any foreclosure, the member shall be required to pay the costs and expenses of such proceedings, any special assessment or installments thereof becoming due during the pendency thereof, and costs, including reasonable attorney fees. The ASSOCIATION acting on its own behalf shall have the power to bid in and purchase the property at foreclosure sale and to hold, lease, mortgage, convey and thereafter deal with the property as the LOT OWNER thereof, subject to the right of redemption as provided by law.

#### 8.7 Estoppel Certificate

Upon payment of a reasonable fee and upon written request of any member, mortgagee, title company or any person intending to acquire any right, title or interest in a LOT, the ASSOCIATION shall furnish a written statement setting forth the amount of the unpaid special assessments, if any, with respect to the LOT. Such statement shall be conclusive upon the ASSOCIATION in favor of persons who rely thereon in good faith.

#### 8.8 No Waiver by Failure to Enforce

Failure to enforce any of the covenants, stipulations and restrictions now or hereafter imposed by the provisions of this MASTER DECLARATION, a UNIT DECLARATION or RULES AND REGULATIONS shall in no event be construed or held to be a waiver thereof or consent to any further or succeeding breach or violation. Upon breach or threatened breach of the covenants, stipulations or restrictions, or any of them, any LOT OWNER, DEVELOPER or the ASSOCIATION may bring an appropriate action in the proper court

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to enjoin or restrain the violation or to compel compliance with the covenants, stipulations or restrictions or to collect damages or other dues on account thereof. In such action, the prevailing party will be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be awarded by the court and not by a jury. A violation of the covenants, stipulations or restrictions shall not affect the lien of any mortgage now of record or hereafter placed of record on any LOT or part thereof.

#### 9.0 RIGHTS OF FIRST MORTGAGEES

##### 9.1 Limitation on Right of First Refusal

If the PROJECT DOCUMENTS are amended to include a right of first refusal, such right of first refusal shall not impair the rights of a first mortgagee or beneficiary of a deed of trust, to:

- a. Foreclose upon, or take title to a LOT pursuant to the remedies provided in the mortgage or deed of trust,
- b. Accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagee or trustor, or
- c. Sell or lease a LOT acquired by the mortgagee or trust beneficiary.

##### 9.2 Right of Inspection of Records

Any first mortgagee or trust beneficiary will, upon written request, be entitled to (a) inspect the books and records of the ASSOCIATION during normal business hours, and (b) receive written notice of all meetings of the members of the ASSOCIATION and be permitted to designate a representative to attend all such meetings.

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### 9.3 Implied Approval of First Mortgagee or Trustee

With respect to any provision of the PROJECT DOCUMENTS which requires the approval of first mortgagee or trustee, a first mortgagee or trustee shall be deemed to have approved a proposed action if such first mortgagee or trustee fails to submit a response to any written request for approval of the proposed action within thirty (30) days after the request is made.

### 9.4 Conflicting Provisions

In the event of any conflict or inconsistency between the provisions of this article and any other provisions of the PROJECT DOCUMENTS, the provisions of this article shall prevail, provided, however, that in the event of any conflict or inconsistency between the different Sections of this article or between the provisions of this article and any other provisions of the PROJECT DOCUMENTS with respect to the number or percentage of LOT OWNERS or first mortgagees or trust beneficiaries that must consent to (a) an amendment of the MASTER DECLARATION, ARTICLES or BY-LAWS, or (b) a termination of the project.

## 10.0 GENERAL PROVISIONS

### 10.1 No General Assessments

No general assessments, except for such special assessments as provided in this MASTER DECLARATION or as may be provided in a UNIT DECLARATION, shall be made against any LOT or LOT OWNER unless and until there is no Class B member of the ASSOCIATION and this MASTER DECLARATION is amended by the LOT OWNERS.

### 10.2 Amendment

This MASTER DECLARATION may be amended by an instrument executed and acknowledged by the DEVELOPER until all Class B membership is relinquished and, upon relinquishment of the Class B Membership, then by the ASSOCIATION upon the adoption of the amendment by majority vote of the voting membership interest of the ASSOCIATION voting at a meeting of the membership noticed pursuant to the BY-LAWS of the ASSOCIATION, provided the proposed amendment is included in the notice of the meeting.

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10.3 Severability

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

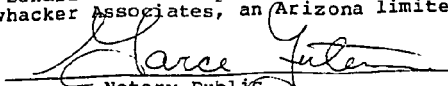
DATED this 19th day of February, 1987.

BULLWHACKER ASSOCIATES,  
an Arizona limited partnership

  
By JIM N. LEE, President, Lee-Murphy Limited, an Arizona corporation, General Partner

STATE OF ARIZONA        )  
                                  ) ss.  
County of Yavapai        )

The foregoing instrument was acknowledged before me this 19th day of February, 1987, by JIM N. LEE, an individual known by the undersigned as President of Lee-Murphy Limited, an Arizona corporation, on behalf of the corporation, which is the general partner of Bullwhacker Associates, an Arizona limited partnership.

  
Notary Public

My Commission expires:  
March 10, 1988

**REAL**

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