
 INSTRUMENT # 9026437
 OFFICIAL RECORDS OF
 YAVAPAI COUNTY
 PATSY C. JENNEY
 REQUEST OF:
 CITY OF PRESCOTT
 DATE: 07/11/90 TIME: 11:40
 FEE: 6.00 SC: 4.00 PT:
 BOOK 2268 PAGE 440 PAGES: 006

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

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BOOK 2268 PAGE 440

TABLE OF CONTENTS

1.0 DEFINITIONS.....1
2.0 ADOPTION OF MASTER DECLARATION.....1
3.0 IMPROVEMENTS TO LOTS.....2
 3.1 AREA.....2
 3.2 HEIGHT.....2
 3.3 SETBACK REQUIREMENTS.....2
 3.4 DRAINAGE CHANNEL MAINTENANCE.....3
4.0 AMENDMENT.....3
5.0 DECLARATION.....3
 5.1 MASTER DECLARATION BINDING.....3
 5.2 DURATION.....3
6.0 ACKNOWLEDGMENT.....4

BOOK 2268 PAGE 441

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

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 341 through 502, THE RANCH AT PRESCOTT, Unit V, according to the plat of record in Book 28 of Maps and Plats, pages 35 to 38, 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 V 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 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 the UNIT V DECLARATION.

-1-

BOOK 2268 PAGE 442

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.

3.1 AREA

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

- a) Each residential dwelling shall have a minimum of 1,800 square feet of heated living area.
- b) Each residential dwelling with more than one floor level shall have a minimum of 1,600 square feet on the main level, and a total living area of not less than 1,800 square feet.
- c) Lots 365, 366; 448 through 450; 453 through 466 shall have a minimum of 2500 square feet of heated living area.

3.2 HEIGHT

The Ranch at Prescott Architectural Committee shall have the right to adjust height requirements as stated in the Master Declaration of Restrictive Covenants in all lots which exceed one (1) foot rise or fall in seven (7) feet.

3.3 SETBACK REQUIREMENTS

Setback requirements for The Ranch at Prescott are as follows:

- 20' front yard setback
- 25' rear yard setback
- 7' side yard setback adjacent to another lot
- 20' side yard setback adjacent to street (subject to adjustment by the Architectural Committee)

The Ranch at Prescott Architectural Committee shall have the right to waive said setback requirements on any lot which exceeds one (1) foot rise or fall in seven (7) feet, or where side yard faces connector street.

-2-

BOOK 2268 PAGE 443

3.4 DRAINAGE CHANNEL MAINTENANCE

Lot owner shall have the right to incorporate drainage channels within landscape design. Said drainage channels must be kept clear of obstructions and maintained by adjacent owners.

3.5 LAUNDRY AREAS

Exterior laundry drying areas are prohibited in UNIT V.

4.0 AMENDMENT

This UNIT V DECLARATION may be amended by an instrument executed and acknowledged by DEVELOPER until all Class B membership is relinquished.

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 V DECLARATION shall refer to this UNIT V 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 the UNIT V DECLARATION shall be binding upon all persons affected by its terms, whether express reference is made to this instrument or not.

5.2 DURATION

The covenants, restrictions, conditions and servitudes of this UNIT V 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 V 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.

-3-

BOOK 2268 PAGE 444

6.0 ACKNOWLEDGMENT

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

DATED this 29th day of June, 1990.

TRANSAMERICA TITLE INSURANCE COMPANY
a California Corporation, as Trustee

By [Signature]
Its VICE PRESIDENT


STATE OF ARIZONA)
) ss.
County of Yavapai)

The foregoing instrument was acknowledged before me this 29th day of June, 1990, by John J. Coppello an individual known by the undersigned as Vice President of TRANSAMERICA TITLE INSURANCE COMPANY, a California corporation as Trustee, on behalf of the corporation.

[Signature]
Notary Public

My commission expires: 9-9-91

SEAL


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BOOK 2268 PAGE 440

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By [Signature]
Its VICE PRESIDENT

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[Signature]
Notary Public

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