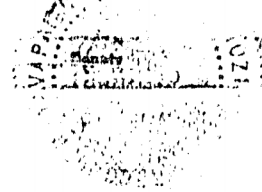


I do hereby certify that the within instrument was filed and recorded at the request of *The Glenarm Land Co., Inc.*  
on *Dec. 15* A.D., 196*7* at *8:00* o'clock *A.* M. Book *218* Official Records  
Page *779-780* Records of Yavapai County, Arizona.

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

NORMA S. MARQUART, County Recorder  
By *Dorothy Chapman*



WILLOW LAKE ESTATES

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That THE GLENARM LAND CO., INC., an Arizona corporation, being the owner of all of the following described premises, situate within the County of Yavapai, State of Arizona, to-wit:

Lots 1 to 129 inclusive, WILLOW LAKE ESTATES, according to the plat of record in the office of the County Recorder of Yavapai County, Arizona, in Book 13 of Maps, Page 99,

and desiring to establish the nature of the use and enjoyment thereof, does hereby declare said premises subject to the following express covenants, stipulations and restrictions as to the use and enjoyment thereof, all of which are to be construed as restrictive covenants running with the title to said premises and with each and every part and parcel thereof, to-wit:

1. All lots are to be maintained as lots for mobile-homes only, except that The Glenarm Land Co., Inc., hereinafter referred to as The Company, shall have the right and privilege to designate one or more such lots, or areas not designated as lots, to the use shown in Section 12.
2. No mules, goats, cows, chickens, pigs or other livestock or fowl may be kept on any lot in this subdivision, and dogs must be kept on a leash or enclosed in a yard.
3. No more than one mobile-home shall be permitted or maintained on one lot.
4. No mobile-home may be placed on any lot until approved in writing by The Company, as to the size, condition and appearance. Said mobile-home must have complete sanitary facilities, including among others, a lavatory, toilet, wash basin, tub or shower, kitchen sink, and must be connected to sewage outlets in conformity with State Health Requirements, or the requirements of the governing health agencies.
5. Any porches, additional rooms, car-ports, or other constructions to be built on any lot in conjunction with the mobile-home may not be built separate from the mobile-home but must be attached to the mobile-home directly or by breezeway. The design, construction plans and material to be used for such additions are to be approved in writing by The Company, and a building permit secured from the proper governing agency.
6. All materials and plans for any and all fences to be erected on any lot shall be approved in writing by The Company prior to construction.
7. No permanent or temporary structure or mobile-home shall be placed on any lot until the placement of such is approved in writing by The Company. All such placements must be in accordance with all set-back requirements of Yavapai County for Density District No. 7.
8. All clothes lines shall be maintained on the rear of the lot.
9. No washing machines nor other appliances may be kept on the outside, and no construction machinery, dump trucks, tractors, blades, etc., may be parked or stored on any lot.
10. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon, which may become an annoyance or nuisance to the community.
11. None of said lots shall be re-subdivided into smaller lots nor conveyed or encumbered in less than the full original dimension of such lot as shown by the plat of WILLOW LAKE ESTATES, except for public utilities, provided, that this restriction shall not prevent the conveyance or encumbrance of adjoining or contiguous lots or parts

of lots in such a manner as to create parcels of land in a common ownership having the same or greater street frontage than lots shown on the plat of WILLOW LAKE ESTATES for any one lot, portions of which are so conveyed or encumbered. Thereafter, such parts of adjoining or contiguous lots in such common ownership shall, for the purposes of these restrictions, be considered as one lot. Nothing herein contained shall prevent the dedication or conveyance of portions of lots for public utilities, in which event the remaining portion of any such lot, shall for the purpose of this provision, be treated as a whole lot.

12. WILLOW LAKE ESTATES LOT OWNER'S ASSOCIATION will be comprised of all owners of all lots within all units of WILLOW LAKE ESTATES. As provided below, said WILLOW LAKE ESTATES LOT OWNER'S ASSOCIATION shall manage, own and be responsible for all community areas, streets, walkways, drainage-ways, easements, and all other areas now or hereafter designated by The Company as community areas, and all recreational and functional buildings, structures, facilities, landscaping, or other improvements thereon shall remain the property of The Company. The Company shall maintain and care for such community areas and shall install and maintain such improvements, planting, and landscaping on such portions of said subdivision as The Company shall deem desirable. At such time as 50% of all of the lots in WILLOW LAKE ESTATES and any subsequent unit thereof have been sold, then The Company shall transfer to the WILLOW LAKE ESTATES LOT OWNER'S ASSOCIATION all management rights and obligations specified under these restrictions. At such time as all of the lots in all of the units of WILLOW LAKE ESTATES have been sold, then The Company shall convey to the WILLOW LAKE ESTATES LOT OWNER'S ASSOCIATION title to all community property now owned and controlled by The Company. WILLOW LAKE ESTATES LOT OWNER'S ASSOCIATION shall be comprised of all lot owners in WILLOW LAKE ESTATES and each lot owner in WILLOW LAKE ESTATES shall be entitled to one (1) vote in the affairs of the Association for each lot owned. Until such time as the community areas have been conveyed to the WILLOW LAKE ESTATES LOT OWNER'S ASSOCIATION, The Company shall maintain and care for all such areas. Each resident of any lot in WILLOW LAKE ESTATES, or in any subsequent unit thereof, shall have the right to use the community areas in accordance with such rules and regulations, as may from time to time be prescribed by The Company or by the WILLOW LAKE ESTATES LOT OWNER'S ASSOCIATION. The owner of each lot not owned by The Company shall pay to The Company, or to its successor in interest, as compensation for the privileges herein granted and for the services furnished or secured by The Company hereunder, such amount as may be assessed ratably against said owner by The Company each month, such amount so assessed shall be reasonable and shall be based on the cost of maintenance of said facilities and the furnishing of any and all services hereunder. Any and all charges made by The Company under this paragraph shall, at the time of the assessment provided herein, constitute a lien on the lot against which made and shall be payable within ten (10) days after such charge is made. The Company shall be entitled to enforce its rights hereunder by following the procedure provided for the enforcement of Mechanics and Materialmen's Liens in the State of Arizona. Any claim against The Company shall not constitute a defense nor offset in any action by The Company for non-payment of any amounts which may be assessed hereunder. This paragraph shall constitute a request by each lot owner for The Company to perform the obligations imposed on it hereunder.

13. All lots or parcels including landscaping and improvements thereon shall be maintained and kept clean at all times in a manner as to meet the approval of The Company in its sole discretion, and no trash, garbage, or other waste may be kept on any lot except in a buried sanitary container. In the event any lot or parcel including landscaping or improvements thereon is not maintained and kept clean in such a manner, The Company shall have the right, either itself or through any person, to furnish the labor and/or materials necessary to bring said lot or parcel including improvements and/or landscaping thereon up to a standard which meets approval of The Company in its sole discretion, and to maintain them according to such a standard. In such event, the owner of any such lot shall pay to The Company an amount equal to all direct and indirect costs and expenses incurred by The Company in furnishing such labor and/or materials or having the same furnished; the amount that the owner of any such lot is obligated to pay hereunder shall constitute a lien on such lot or parcel, and shall be payable within ten (10) days after the charge is made. The Company shall be entitled to enforce its rights hereunder by the following procedure provided for the enforcement of the Mechanics and Materialmen's Liens in the State of Arizona. This paragraph shall constitute a request by each lot or parcel owner under the conditions stated herein

for The Company to furnish any labor and/or materials which are furnished hereunder. Any claim against The Company shall not constitute a defense nor offset in any action by The Company for nonpayment of any amounts which may be assessed hereunder.

14. In the event of any violation or threatened violation of any of the covenants herein, The Company or any owner of any lot, block or parcel in the Subdivision may bring action at law or in equity, either for injunction, action for damages or such other remedy as may be available. In the event that The Company or other owner recovers judgment against any person for a violation or threatened violation of any of the covenants herein, The Company or other owner shall also be entitled to recover from such person reasonable attorney's fees.

15. The failure by any land owner or The Company to enforce any restrictions, conditions, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior to or subsequent thereto, nor shall such failure give rise to any claim or cause of action against The Company or such land owner. Violations of any or more of such covenants may be restrained by any court or competent jurisdiction, and damages awarded against such violator, provided however, that a violation of these restrictive covenants, or any one of them, shall not affect the lien of any mortgage now of record, or which hereafter may be placed of record upon said lots or any part thereof.

16. The covenants herein contained run with the land, and unless otherwise terminated by The Company in accordance with the provision herein contained, shall bind all persons in interest, all owners of lots, blocks or parcels in said Subdivision and their heirs, legal representatives, successors and assigns until January 1, , at which time said covenants shall be automatically extended for successive periods of ten years each unless, by mutual agreement between The Company and owners of a majority in number of lots at or prior to the end of the initial term or any successive period of ten years, said covenants shall be amended, changed or terminated in whole or in part. Such amendments, changes or terminations shall be effected by instruments in recordable form executed by The Company and owners of lots constituting a majority in number of lots and filed in the proper office of record.

17. The Company shall have the right to transfer to any other corporation, person or partnership, all of its rights and obligations hereunder; upon such transfer and the assumption of such obligations by the transferee, The Company shall have no further obligations hereunder.

18. If any provision of this indenture or the application of such provision to any person or circumstances shall be held invalid, the remainder of this indenture or the application of such provision to person or circumstances other than those as to which it is held invalid, shall not be affected thereby.

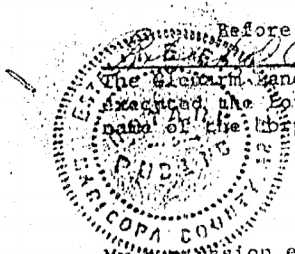
IN WITNESS WHEREOF, THE GLENARM LAND CO., INC., an Arizona corporation, has caused its corporate name to be signed and its corporate seal to be affixed by the undersigned officer thereunto duly authorized this \_\_\_\_\_ day of \_\_\_\_\_, 1969.

THE GLENARM LAND CO., INC.

BY: [Signature]

STATE OF ARIZONA )  
 ) ss  
COUNTY OF MARICOPA )

Before me this 3rd day of December, 1969, personally appeared Dr. Eugene H. Carlson who acknowledged himself to be the Vice President of The Glenarm Land Co., Inc., an Arizona corporation, and being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as such officer.



[Signature]  
Notary Public

My commission expires: June 19, 1972