

I hereby certify that the within instrument was filed and recorded at the request of High Office & Trust
 on Sept 5 AD. 1951 at 3:00 o'clock P. M. Book 511 Official Record
 Page 532-534 KITELY Records of Yavapai County, Arizona.

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

INDEXED

FRANK G. BAUER, County Recorder

Paul E. Smith Deputy

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That THOMAS ZABRISKIE and DOROTHY ZABRISKIE, his wife, GEORGE A. ZABRISKIE and BARBARA ZABRISKIE, his wife, ROBERT R. LOFTUS and CAROLDEANE R. LOFTUS, his wife, HELENE H. KRAUSE, wife of August Krause, WILLIAM HUPALO and ANN HUPALO, his wife, ELPHAE Z. BEATTY and NEWELL BEATTY, her husband, HAROLD A. KOECHLING and MILDRED D. KOECHLING, his wife, WARREN J. KOECHLING and ANASTASIA D. KOECHLING, his wife, HENRY J. MACK, JR. and ROSE MARY MACK, his wife, JANE HUGGINS, a single person, CHARLES S. HOGE and EVELYN HOGE, his wife, ROBERT H. RHINE and MARGARET RHINE, his wife, PETER R. HUGHES and CAROL HUGHES, his wife, RICHARD C. HARDENBROOK and KAAREN E. HARDENBROOK, his wife, EDWARD L. RITTER and CAROLYN RITTER, his wife, DONALD R. HEAD and CONSTANCE J. HEAD, his wife, SHERMAN HAZELTINE and MARY HAZELTINE, his wife, JEROME B. WIEDERHOLT and GERTRUDE WIEDERHOLT, his wife, THEO F. LAMB and SHERENE G. LAMB, his wife, and ROCKWELL C. WEBB and CHRISTINE A. WEBB, his wife, all being members of the YAKASHBA ESTATES ASSOCIATION and hereinafter referred to as "Members," and owners of individual and separate parcels of real property, each parcel located within the boundary lines of the following described parcel of real property situate in the County of Yavapai, State of Arizona, and which shall be known as YAKASHBA ESTATES.

The above named individuals hereby

authorize THOMAS ZABRISKIE to form an association incorporated under the laws of the State of Arizona to carry out the provisions of these Restrictions:

YAKASHBA ESTATES DESCRIPTION

As set forth in Exhibit "A" attached to and made a part of this instrument,

as shown on the unrecorded plat of YAKASHBA ESTATES, desiring to establish the nature of the use and enjoyment thereof, do 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:

YAKASHBA ESTATES RESTRICTIONS

1. YAKASHBA ESTATES ASSOCIATION shall do all things necessary for the general benefit and welfare of the property owners in YAKASHBA ESTATES, and shall manage and maintain the YAKASHBA ESTATES pursuant to these restrictions and do all other necessary things as set forth in the Articles of Incorporation of YAKASHBA ESTATES ASSOCIATION.

2. Record owners of each lot in YAKASHBA ESTATES shall pay to the YAKASHBA ESTATES ASSOCIATION, within sixty (60) days of receipt of notice and invoice, a sum equal to the total of the following:

a. Pro-rata share of the actual cost to YAKASHBA ESTATES ASSOCIATION of all maintenance, improvements of existing facilities, maintenance

of roads and water lines, and payment of taxes required herein, not to include developmental improvements which shall be the sole responsibility of the developer.

b. Pro-rata share of the cost as determined by the Board of Directors of YAKASHBA ESTATES ASSOCIATION for the establishment and maintenance of a reserve for repair and maintenance improvement and payment of taxes as required herein, not to include developmental improvements as hereinbefore set forth. Notices and invoices for payment of any and all assessments may be submitted monthly or at any other regular interval that may be fixed by the Board of Directors.

In the event any such invoice is not paid within thirty (30) days from the date the notice and invoice shall be and become a lien upon the lot or lots against which such assessment was levied. Such lien may be enforced or foreclosed as provided for in the Articles of Incorporation of the YAKASHBA ESTATES ASSOCIATION. Such lien shall be foreclosed in the manner provided by the statutes of the State of Arizona for the foreclosure of materialmen's liens.

The total amount of items listed in paragraph 2

shall not exceed ONE HUNDRED DOLLARS (\$100.00) per lot per year except by written consent of the owners of record of not less than seventy-five percent (75%) of the lots in the development. These consents shall be submitted to the Board of Directors of the Association during the calendar year in which such excess sum is to be collected.

3. On the failure of any owner of a lot or the failure of the developers, THOMAS ZABRISKIE and DOROTHY ZABRISKIE, his wife, to maintain the premises and the improvements or the water systems thereon in a manner satisfactory to the Board of Directors of YAKASHEA ESTATES ASSOCIATION, the Association, after thirty (30) days written notice of the violation to said violator, through its agents and employees, is herewith granted the right to enter upon such lot or other premises and make such reasonable repairs, maintenance, construction, rehabilitation or restoration of the premises on the exterior of any improvements located thereon as may be necessary. The cost thereon shall be charged against the owner of said lot by invoice in the manner hereinabove set forth in paragraph 2 hereof and made a lien on such lot and foreclosed as hereinbefore set forth. The Board of Directors of YAKASHEA ESTATES ASSOCIATION shall, in addition, have the right to supervise and maintain streets, driveways, parks and all jointly owned areas.

4. No building shall be erected on any unit parcel, except single family residence, private garage and

guest house, if permitted, as hereinafter provided.

5. No more than one (1) single family residence, garage and guest house, if permitted, shall be erected on any unit parcel. A guest house, if permitted, shall be used for the sole purpose of housing temporary guests and shall not be rented or subletted at any time to others for the purpose of a dwelling.

6. At no time shall house trailers or "campers" be permitted on the premises for the purpose of use as a dwelling or parked on the above property unless under an approved covering and on an approved location.

7. No billboards, signboards, advertising statuary, sign or other means of advertising shall be placed on YAKASHBA ESTATES.

8. No hotel, sanitarium, hospital, rooming, boarding or apartment house, place of amusement, mercantile or commercial business shall be erected or maintained on YAKASHBA ESTATES.

9. No building, portion of building, garage or guest house, if permitted, or any other structure, shall be erected, constructed, altered, rebuilt, added, color changed by paint, commenced or maintained on said estate until detailed plans and specifications thereof, which shall describe the location of the structure, alteration or addition upon a portion of an estate and direction in which same shall face, have been submitted, filed with and approved in writing by the Board of Directors hereinafter provided for

and in accordance with such detailed plans and specifications.

10. The undersigned, their successors and assigns further agree that all plans, specifications for any building or structure of any kind to be erected, altered, rebuilt, or maintained upon said property shall be submitted to the Board of Directors of YAKASHBA ESTATES ASSOCIATION for its examination and action thereon, and no building or structure of any kind shall be erected, altered, rebuilt or maintained upon said real property, except in accordance with and until plans and specifications thereof and location and direction of the front thereof have received written approval of a majority of members of said Board of Directors and copy of plans and specifications so approved have been filed with the Board of Directors; provided, however, that neither the Board of Directors nor any member thereof shall be responsible for any structural defects in said plans and/or specifications. Paragraphs 9 or 10 or any provisions of these restrictions shall not be construed to require the developer, THOMAS ZABRISKIE, from having the sole discretion and right to approve all matters relating to the design and construction of new houses on any vacant lots in YAKASHBA ESTATES. The Board of Directors of YAKASHBA ESTATES ASSOCIATION shall have full and complete control provided for in paragraphs 9 and 10 on all structures and lots after final completion of the original construction of the new houses located on the lots. The developer shall be bound to comply with all restrictions contained herein deal-

ing with quality, kind and location of structures.

11. No chickens or livestock whatsoever, except horses, which shall be confined within approved areas only, and household pets, shall be kept upon said property. No person shall have more than two (2) dogs or cats at any one time, except for litters of puppies or kittens, which must be disposed of on or before the age of four (4) months.

12. No rubbish, garbage, scrap material such as lumber, papers, metal, etc., may be left anywhere on the premises of said estate except in designated disposal or storage areas. The Board of Directors of YAKASHBA ESTATES ASSOCIATION shall have the right to supervise and maintain streets, drives, parks and all jointly-owned areas.

13. No live trees beyond a radius of one hundred (100) feet of a house shall be cut down without permission of the Board of Directors of YAKASHBA ESTATES ASSOCIATION. Trees are defined as not including brush or shrubs being of a height of ten (10) feet or more.

14. Nonconforming uses in existence at the time of execution of this instrument shall be excepted from the operation of this instrument. Any nonconforming use shall be deemed to be personal and shall not run with the land either by sale or inheritance of the unit parcel and when the person who has the right to maintain the nonconforming use ceases to be a unit property owner, the right to maintain the nonconforming use shall be terminated and subject to the terms of this instrument.

15. The Board of Directors of YAKASHBA ESTATES ASSOCIATION shall have the right to grant variances to any of the above restrictions, but that such variances shall require the consent and approval of four (4) of the five (5) members of the Board of Directors, which variances shall be in writing and delivered to the applicant for such variance prior to the commencement or establishment of the variance.

16. The terms, conditions, reservations, covenants, and restrictions contained herein shall continue in full force and effect for a period of ten (10) years from the date hereof. Thereafter, it shall be deemed to have renewed for successive terms of five (5) years each, unless revoked or amended by an instrument in writing and executed and acknowledged by the owners of not less than seventy-five percent (75%) of the lots in YAKASHBA ESTATES, which said instrument shall be recorded in the office of the Recorder of Yavapai County, Arizona, within ninety (90) days prior to the expiration of the initial effective period hereof or any five (5) year extension thereof.

YAKASHBA ESTATES ASSOCIATION

A YAKASHBA ESTATES ASSOCIATION, hereinafter called "Association", shall be created by THOMAS ZABRISKIE and DOROTHY M. ZABRISKIE, his wife, within one (1) month from the date hereof.

An Architectural Advisory Committee shall be appointed by the YAKASHBA ESTATES ASSOCIATION Board of Directors to give it advice relative to administering and

preserving the objectives set forth in these restrictions.

UNIT PROPERTY OWNERS AND
UNIT PARCELS, DEFINED

For purposes of determining the number of unit parcels, each two (2) acres to three and ninety-nine hundredths (3.99) acres owned in YAKASHBA ESTATES shall constitute a lot. Each property owner may vote in the YAKASHBA ESTATES ASSOCIATION one time for each lot owned. A Property Owner is a person, partnership, firm or corporation who owns one or more lots.

GENERAL PROVISIONS

Deeds of conveyance of said property, or any part thereof, may contain the above restrictive covenants by reference to this document, but whether or not such reference is made in such deed, or any thereof, each and all of such restrictive covenants shall be valid and binding upon the respective grantees.

A violation of these restrictive covenants or any one or more 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.

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

COMMONS AND HORSE AREAS

THOMAS ZABRISKIE and DOROTHY M. ZABRISKIE, his

wife, shall grant unto the YAKASHBA ESTATES ASSOCIATION all of the following described real property, including roads located thereon.

COMMONS AND HORSE AREAS DESCRIPTION

As set forth in warranty deed in Exhibit "B" attached to and made a part of this instrument.

UNDEVELOPED PROPERTY

That THOMAS ZABRISKIE and DOROTHY M. ZABRISKIE, his wife, retain the right, subject to these restrictions, to develop as they see fit the following described undeveloped real property located in YAKASHBA ESTATES hereinafter referred to as "Undeveloped property":

UNDEVELOPED PROPERTY DESCRIPTION

As set forth in Exhibit "C" attached to and made a part of this instrument.

That upon determination of a description of the commons and horse areas for the undeveloped property, THOMAS ZABRISKIE and DOROTHY M. ZABRISKIE, his wife, shall execute and record a deed conveying the real property located in the commons and horse area which shall connect to the commons and horse areas described above in said undeveloped property to YAKASHBA ESTATES ASSOCIATION, which shall be deemed to consent and accept the interest conveyed. The deed shall be recorded and shall refer to this Declaration of Restrictions by reference to the book and page number in the official records of the Recorder's Office of Yavapai County, Arizona.

WATER SYSTEM

In the event THOMAS ZABRISKIE and DOROTHY M. ZABRISKIE, his wife, or their heirs or successors, fail to maintain the water mains, pipelines and pumps serving residence lots in YAKASHBA ESTATES, then in such event, the Board of Directors of the YAKASHBA ESTATES ASSOCIATION shall, after thirty (30) days written notice to THOMAS ZABRISKIE or DOROTHY M. ZABRISKIE, or their heirs or successors, have the right, upon failure by said parties to remedy said situation, to maintain the then existing mains, pipelines and pumps through which water is then furnished to the residents of YAKASHBA ESTATES and to assess all lots, whether developed or undeveloped, in the YAKASHBA ESTATES or any addition thereto their pro-rata share of such expense, subject, however, to the provision of paragraph 2 of these restrictions.

THOMAS ZABRISKIE and DOROTHY M. ZABRISKIE, his wife, the developers of YAKASHBA ESTATES, on behalf of themselves and their heirs and successors, agree that in the development, installation and maintenance of the water mains, pipelines and pumps furnishing water from the City of Prescott to the existing and future residences in YAKASHBA ESTATES, they will install and maintain said mains, pipelines and pumps to the minimum standards required by the City of Prescott, Arizona, for its own water system, or to such standards as may be required by the City of

Prescott, in order for it to incorporate said water mains, pipelines and pumps into its own water system, and further that said THOMAS ZABRISKIE and DOROTHY M. ZABRISKIE, his wife, on behalf of themselves and their heirs and successors, agree that if for any reason they are unable or unwilling to continue their obligation to develop and maintain water mains, pipelines and pumps serving YAKASHBA ESTATES as it now exists or may exist in the future that they will, upon the request of the Board of Directors of YAKASHBA ESTATES ASSOCIATION, offer to the said City of Prescott all mains, pipelines, pumps and easements necessary for access thereto to said City of Prescott, free of any charge or cost. Nothing in these restrictions shall be construed to prevent conveyance of the water system to the City of Prescott pursuant to the terms of this paragraph.

This Declaration of Restrictions supersedes any existing restrictions heretofore created on any of the unit parcels located in YAKASHBA ESTATES.

The foregoing Declaration of Restrictions is hereby approved and accepted.

Thomas Zabriskie
THOMAS ZABRISKIE

Dorothy M. Zabriskie
DOROTHY M. ZABRISKIE

George A. Zabriskie
GEORGE A. ZABRISKIE

Barbara Zabriskie
BARBARA ZABRISKIE

Robert R. Loftus
ROBERT R. LOFTUS

Carolanne R. Loftus
CAROLANNE R. LOFTUS

Theo F. Lamb
THEO F. LAMB

Sherene G. Lamb
SHERENE G. LAMB

The foregoing Declaration of Restrictions is hereby approved and accepted.

Helene H. Krause
HELENE H. KRAUSE

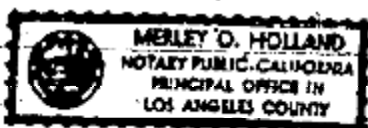
STATE OF CALIFORNIA)
County of *Los Angeles*) ss:

Before me, the undersigned Notary Public in and for said County and State, on this day personally appeared HELENE H. KRAUSE, wife of August Krause, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and considerations therein expressed, as her free act and deed, and by her voluntarily executed.

GIVEN under my hand and seal of office this *13th* day of *July*, 1968.

Merley O. Holland
Notary Public

My Commission Expires: *April 7, 1970*



My Commission Expires April 7, 1970

The foregoing Declaration of Restrictions is hereby approved and accepted.

William Hupalo
WILLIAM HUPALO

Ann Hupalo
ANN HUPALO

STATE OF ARIZONA)
County of Greenlee) ss:

Before me, the undersigned Notary Public in and for said County and State, on this day personally appeared WILLIAM HUPALO and ANN HUPALO, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein expressed, as their free act and deed, and by each of them voluntarily executed.

GIVEN under my hand and seal of office this 12th day of July, 1968.

Lloyd Fernandez
Notary Public

My Commission Expires:

Jan 8, 1969

LOYD FERNANDEZ
Notary Public for the County of
Greenlee, State of Arizona
My Commission Expires Jan. 8, 1969

The foregoing Declaration of Restrictions is

hereby approved and accepted.

Elphae Z. Beatty
ELPHAE Z. BEATTY

Newell Beatty
NEWELL BEATTY

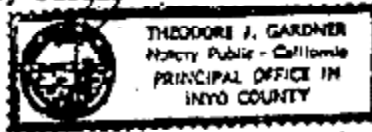
STATE OF CALIFORNIA)
County of INYO) ss:

Before me, the undersigned Notary Public in and for said County and State, on this day personally appeared NEWELL BEATTY and ELPHAE Z. BEATTY, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein contained, as their free act and deed, and by each of them voluntarily executed.

GIVEN under my hand and seal of office this *2nd* day of *July*, 1968.

Theodore J. Gardner
Notary Public

My Commission Expires: *3-20-69*



7-2-68

Many thanks - any charge, let me know.
regards
El Beatty

The foregoing Declaration of Restrictions is hereby approved and accepted.

Harold A. Koehling

HAROLD A. KOEHLING

Mildred D. Koehling

MILDRED D. KOEHLING

STATE OF ARIZONA)
County of Pima) ss:

Before me, the undersigned Notary Public in and for said County and State, on this day personally appeared HAROLD A. KOEHLING and MILDRED D. KOEHLING, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein expressed, as their free act and deed, and by each of them voluntarily executed.

GIVEN under my hand and seal of office the 2 day of July, 1968.

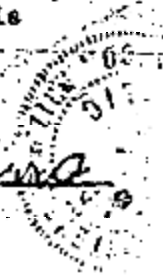
Betty P...
Notary Public

My Commission Expires:

My Commission Expires Feb. 28, 1970

The foregoing Declaration of Restrictions is hereby approved and accepted.

Jane Hudgins
JANE HUDGINS



STATE OF ARIZONA }
County of *Maricopa* } ss:

Before me, the undersigned Notary Public in and for said County and State, on this day personally appeared JANE HUDGINS, a single woman, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and considerations therein expressed, as her free act and deed, and by her voluntarily executed.

GIVEN under my hand and seal of office this *27th* day of *July*, 1968.

Kenneth Stevens
Notary Public

My Commission Expires:

The foregoing Declaration of Restrictions is
hereby approved and accepted.

Robert H. Rhine

ROBERT H. RHINE

Margaret Rhine

MARGARET RHINE

STATE OF FLORIDA

County of *Alachua* ss:

Before me, the undersigned Notary Public in and for said County and State, on this day personally appeared ROBERT H. RHINE and MARGARET RHINE, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein expressed, as their free act and deed, and by them voluntarily executed.

GIVEN under my hand and seal of office this 2 day of August, 1968.

Mona P. Little
Notary Public

My Commission Expires:

Notary Public, State of Florida
at large. My commission expires
Dec. 6, 1968. Issued by U.S.F.A.

The foregoing Declaration of Restrictions is hereby approved and accepted.

Peter R. Hughes
PETER R. HUGHES

Carol Hughes
CAROL HUGHES

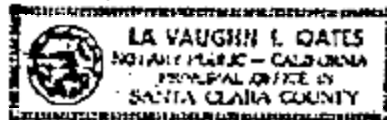
STATE OF CALIFORNIA)
County of SANTA CLARA) ss:

Before me, the undersigned Notary Public in and for said County and State, on this day personally appeared PETER R. HUGHES and CAROL HUGHES, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein expressed, as their free act and deed, and by them voluntarily executed.

GIVEN under my hand and seal of office this 30 day of Aug, 1968.

La Vaughn E. Gates
Notary Public

My Commission Expires: 2-16-70



RATIFICATION AND CONSENT BY MORTGAGEES

For good and valuable consideration, the under-
signed Mortgagees of certain unit parcels of land in YAKASHBA
ESTATES consents to the above DECLARATION OF RESTRICTIONS
and ratify the acts of the Mortgagors in executing this
instrument which is to become binding upon the title of all
unit parcels located in YAKASHBA ESTATES.

FIRST FEDERAL SAVINGS AND
LOAN ASSOCIATION

By C. H. Hovens
Sr. Vice Pres

Attest:

Minnie A. Scott
Asst. Secy

STATE OF ARIZONA)
) *Minnicott* ss.
County of ~~Yavapai~~)

Before me, the undersigned Notary Public in and
for said ~~Yavapai~~ ^{Maricopa} County, Arizona, on this day personally
appeared C. H. Hovens and Minnie A. Scott
known to me to be the persons whose names are subscribed to
the foregoing instrument as ~~Secretary~~ ^{Sr. Vice President} and ~~Secretary~~ ^{Asst. Secretary} respec-
tively of the said FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION,
a corporation, and acknowledged to me that they executed the
same for said Corporation for the purpose and consideration
herein expressed, as its free act and deed, and by each of
them voluntarily executed.

GIVEN under my hand and seal of office this 23rd
day of August, ~~2000~~ 1968

Norma L. Loxby
Notary Public

My Commission Expires August 28, 1970

The foregoing Declaration of Restrictions is hereby approved and accepted.

Jerome B. Wiederholt
JEROME B. WIEDERHOLT

Gertrude D. Wiederholt
GERTRUDE D. WIEDERHOLT

~~STATE OF CALIFORNIA~~
~~County of~~

Before me, the undersigned Notary Public in and for said County and State, on this day personally appeared JEROME B. WIEDERHOLT and GERTRUDE D. WIEDERHOLT, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein expressed, as their free act and deed, and by them voluntarily executed.

GIVEN under my hand and seal of office this 8th day of JULY, 1968.

J. J. Anderson
Notary Public
LCOR, USN, 527607/1370

My Commission Expires: INDEFINITE



The foregoing Declarations of Restrictions is hereby approved and accepted.

Rockwell C. Webb
ROCKWELL C. WEBB

Christine A. Webb
CHRISTINE A. WEBB

STATE OF ARIZONA

County of Yavapai

Before me, the undersigned Notary Public in and for said County and State, on this day personally appeared ROCKWELL C. WEBB and CHRISTINE A. WEBB, his wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein expressed, as their free act and deed, and by each of them voluntarily executed.

GIVEN under my hand and seal of office this 29th day of July, 1968.

Mary Louise
Notary Public

My Commission Expires:

4-13-71

RATIFICATION AND CONSENT BY MORTGAGORS


For good and valuable consideration, the undersigned Mortgagee of certain-unit parcels of land in YAKASHA ESTATES consents to the above DECLARATION OF RESTRICTIONS and ratify the acts of the Mortgagors in executing this instrument which is to become binding upon the title of all unit parcels located in YAKASHA ESTATES.

Mrs. C. H. Hammond
Mrs. C. H. Hammond

STATE OF ARIZONA)
County of Yavapai)

Before me, the undersigned Notary Public in and for said Yavapai County, Arizona, on this day personally appeared MRS. C. H. HAMMOND, a widow, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purpose and consideration therein expressed, as her free act and deed, and by her voluntarily executed.

GIVEN under my hand and seal of office this 12 day of August, 1968.

Donald H. Head
Notary Public


My Commission Expires:
5-9-71

RAVIFICATION AND CONSENT BY MORTGAGEES

For good and valuable consideration, the undersigned Mortgagee of certain unit parcels of land in YAKASHA ESTATES consents to the above DECLARATION OF RESTRICTIONS and ratify the acts of the Mortgageors in executing this instrument which is to become binding upon the title of all unit parcels located in YAKASHA ESTATES.

YAVAPAI SAVINGS AND LOAN ASSOCIATION

By Byron D. Smith, Pres

Attest:

Thomas A. Giger, Secy

STATE OF ARIZONA)
County of Yavapai)

ss.
f

Before me, the undersigned Notary Public in and for said Yavapai County, Arizona, on this day personally appeared Byron D. Smith and Thomas A. Giger known to me to be the persons whose names are subscribed to the foregoing instrument as President and Secretary respectively of the said YAVAPAI SAVINGS AND LOAN ASSOCIATION, a corporation, and acknowledged to me that they executed the same for said Corporation for the purpose and consideration therein expressed, as its free act and deed, and by each of them voluntarily executed.

GIVEN under my hand and seal of office this 22nd day of August, 1968.

Betty E. Olson
Notary Public

My Commission Expires:
My Commission Expires Jan. 21, 1977

RATIFICATION AND CONSENT BY MORTGAGEES

For good and valuable consideration, the under-
signed Mortgagee of certain unit parcels of land in YAKASHBA
ESTATES consents to the above DECLARATION OF RESTRICTIONS
and ratify the acts of the Mortgagors in executing this
instrument which is to become binding upon the title of all
unit parcels located in YAKASHBA ESTATES.

Thomas Zabriskie
Thomas Zabriskie

Dorothy M. Zabriskie
Dorothy M. Zabriskie

STATE OF ARIZONA)
) ss:
County of Yavapai)

Before me, the undersigned Notary Public in and for
said Yavapai County, Arizona, on this day personally appeared
THOMAS ZABRISKIE and DOROTHY M. ZABRISKIE, husband and wife,
known to me to be the persons whose names are subscribed to
the foregoing instrument, and acknowledged to me that they
executed the same for the purpose and consideration therein
expressed, as its free act and deed, and by each of them volun-
tarily executed.

GIVEN under my hand and seal of office this _____
day of August, 1967.

[Signature]
Notary Public

My Commission Expires:

June 6, 1972

YAKASHWA ESTATES DESCRIPTION

BEGINNING at the northwest corner of Section Twenty (20), Township Fourteen (14) North, Range Two (2) West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona;

Thence easterly along the south line of those tracts as recorded in Book 207, page 221, Book 220, page 71 as recorded in the Office of the Yavapai County Recorder, to a point on the west line of Lot Nine (9), COUNTRY PARK RANCHES, as recorded in Book 9 of Maps, page 19, at the Yavapai County Recorder's Office;

Thence southerly to the southwest corner of said COUNTRY PARK RANCHES;

Thence easterly along the south line of said COUNTRY PARK RANCHES to the southeast corner thereof, said corner being a point on the west line of COUNTRY PARK ESTATES, Plat "A", as recorded in Book 6 of Maps, page 60, at the Yavapai County Recorder's Office;

Thence southerly along the west line of said COUNTRY PARK ESTATES, Plat "A", to the southwest corner thereof, said corner being the northwest corner of that parcel described in Book 207, page 463, of official records;

Thence south along the west line of said parcel 100.00 feet;

Thence East 200.00 feet;

Thence South 250.00 feet;

Thence West 200.00 feet to the northwest corner of that parcel as described in Book 149, page 282, of official records;

Thence southerly along the west line of said tract to the northeast corner of that parcel as described in Book 89, page 40, of official records;

Thence southerly along the east line of said parcel to the southeast corner thereof;

Thence westerly along the south line of said parcel 60.00 feet;

Thence southerly along the west line of that parcel as described in Book 248, page 450, to the southwest corner thereof, said corner being a point on the north line of ESTRELLA HEIGHTS SUBDIVISION as recorded in Book 6 of Maps, page 99, of official records;

Thence westerly along the north line of ESTRELLA HEIGHTS to the northeast corner of MEADOW WOOD PARK SUBDIVISION as recorded in Book 8 of Maps, page 2;

Thence westerly along the north line of MEADOW WOOD PARK to the northwest corner thereof;

Thence southerly to the southwest corner of MEADOW WOOD PARK SUBDIVISION, said southwest corner being the northeast corner of that parcel described in Book 7, page 347, of official records;

Thence westerly along the north line of said tract to the northwest corner of said tract, said corner being identical with the northeast corner of that parcel described in Book 150, page 482, of official records;

Thence westerly along the north line of that parcel described in Book 150, page 482, to the southeast corner of that parcel described in Book 220, page 422, of official records;

Thence westerly along the south line of said parcel 229.39 feet;

Thence northerly, parallel with the west line of said parcel 60.00 feet;

Thence westerly, parallel with the south line of said parcel, 50.00 feet to a point on the west line of said parcel;

Thence north $0^{\circ}15'$ West along the west line of said parcel, 462.62 feet to the southwest corner of Lot Seventeen (17), YAKASHBA ESTATES, as described in Book 156, page 140, of official records;

Thence north $1^{\circ}01'$ East along the west line of said Lot Seventeen (17), 242.52 feet;

Thence south $87^{\circ}49'$ West, 171.63 feet;

Thence south $88^{\circ}54'30''$ West, 186.38 feet;

Thence north $89^{\circ}46'$ West, 237.86 feet;

Thence north $88^{\circ}37'$ West, 177.99 feet to a point on the easterly right of way line of the Williamson Valley Road;

Thence northwesterly along a curve to the left, said curve having a radius of 391.10 feet for a distance of 50.64 feet;

Thence easterly to the southwest corner of Lot Ten (10), YAKASHBA ESTATES;

Thence north $0^{\circ}37'$ East along the west line of said Lot Ten (10), 129.66 feet to a point on the south line of that parcel described in Book 19, page 326;

Thence east along the south line of said parcel to the southeast corner thereof;

Thence northerly along the east line of said parcel to the northeast corner of said parcel;

Thence westerly along the north line of those parcels described in Book 19, page 326, and Book 205, page 190 of official records, to the northwest corner of that parcel described in Book 205, page 190, said corner being a point on the east line of that parcel described in Book 228, page 63;

Thence northerly along the east line of that parcel described in Book 228, page 63, to the northwest corner of Section Twenty (20), Township Fourteen (14) North, Range Two (2) West, of the Gila and Salt River Base and Meridian, the POINT OF BEGINNING.

STATE OF ARIZONA, County of Yavapai--ss.

I do hereby certify that the within instrument was filed and recorded at request of _____
on _____ at _____, AZ, Book _____ Official Records
Page _____ of _____ of Yavapai County, Arizona.
WITNESS my hand and official seal the day and year first above written.

County Recorder.
By _____ Deputy

WARRANTY DEED

For the consideration of Ten Dollars, and other valuable considerations, I or we, **THOMAS ZABRISKIE**
AND DOROTHY ZABRISKIE, his wife, Grantors,
do hereby convey to **YAKASUBA ESTATES ASSOCIATION**, an Arizona corporation,
Grantee,

the following real property situated in Yavapai County Arizona:

(See Exhibit "A" attached hereto)

Subject to current taxes and assessments, reservations in patents and all easements, rights of way, encumbrances,
liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record.

And I or we do warrant the title against all persons whomsoever, subject to the matters above set forth.

Dated this _____ day of September, 1968

THOMAS ZABRISKIE

DOROTHY ZABRISKIE

STATE OF ARIZONA } ss.
County of Yavapai }

This instrument was acknowledged before me this _____
day of September, 1968, by
THOMAS ZABRISKIE and DOROTHY ZABRISKIE,
husband and wife.

My commission will expire June 6, 1972

Leell Plummer
Notary Public

STATE OF _____ } ss.
County of _____ }

This instrument was acknowledged before me this _____
day of _____, 19____, by _____

My commission will expire _____

Notary Public

BOOK 511 PAGE 569

EXHIBIT "B"

COMMONS AND HORSE AREAS DESCRIPTION

COMMONS AREA

BEGINNING at a point used locally as the Southwest corner of Section Twenty (20), Township Fourteen (14) North, Range Two (2) West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona;

Thence North $31^{\circ}50'$ East 3277.09 feet;
Thence South $53^{\circ}28'30''$ West, 79.01 feet to the Northeast corner of Lot Seventeen (17) as shown on the unrecorded plat of YAKASHBA ESTATES;
Thence North $58^{\circ}43'40''$ West, 165.13 feet;
Thence South $82^{\circ}09'10''$ West, 203.49 feet;
Thence South $1^{\circ}01'$ West, 80.15 feet;
Thence South $68^{\circ}17'$ West, 171.63 feet;
Thence South $88^{\circ}44'$ West, 136.38 feet;
Thence North $89^{\circ}34'30''$ West, 237.84 feet;
Thence North $89^{\circ}08'30''$ West, 177.97 feet to a point on the easterly right of way line of the Williamson Valley Road (Prescott - Simmons Highway), the TRUE POINT OF BEGINNING;
Thence South $88^{\circ}37'$ East, 177.99 feet;
Thence South $89^{\circ}46'$ East, 237.86 feet;
Thence North $88^{\circ}54'30''$ East, 186.38 feet;
~~Thence North $87^{\circ}49'$ East, 171.63 feet;~~
Thence North $01^{\circ}01'$ East, 80.15 feet;
Thence North $82^{\circ}09'10''$ East, 203.49 feet;
Thence South $58^{\circ}43'40''$ East, 165.13 feet;
Thence South $09^{\circ}46'$ West, 185.50 feet;
Thence South $30^{\circ}47'$ West, 154.97 feet;
Thence South $16^{\circ}46'$ East, 78.75 feet;
Thence North $22^{\circ}59'50''$ East, 217.92 feet;
Thence North $21^{\circ}47'10''$ East, 198.42 feet;
Thence North $76^{\circ}46'10''$ East, 112.53 feet;
Thence South $87^{\circ}03'50''$ East, 169.04 feet;
Thence South $79^{\circ}09'50''$ East, 161.60 feet;
Thence South $55^{\circ}19'30''$ East, 73.48 feet to the Northwest corner of Lot One (1), Meadow Wood Park, as recorded in Book 8 of Maps, Page 2, in the Yavapai County Recorder's Office;
Thence North $88^{\circ}27'$ East along the North line of said Lot One (1), 314.40 feet;
Thence North $14^{\circ}38'$ East, 69.20 feet;
Thence North $83^{\circ}15'$ West, 116.79 feet;
Thence North $88^{\circ}12'10''$ West, 200.00 feet;
Thence North $02^{\circ}23'$ East, 259.35 feet;
Thence North $74^{\circ}05'$ West, 30.48 feet;
Thence South $05^{\circ}42'$ West, 267.50 feet;
Thence North $68^{\circ}23'$ West, 147.98 feet;
Thence North $56^{\circ}12'$ West, 308.37 feet;
Thence North $33^{\circ}36'$ East, 215.03 feet;
Thence South $74^{\circ}05'$ East, 164.74 feet;
Thence North $02^{\circ}45'$ East, 155.12 feet;
Thence North $55^{\circ}05'$ East, 210.12 feet;
Thence North $70^{\circ}05'$ East, 358.61 feet;
Thence North $27^{\circ}24'$ West, 349.93 feet;
Thence North $65^{\circ}56'$ East, 88.56 feet;
Thence North $74^{\circ}57'$ East, 103.09 feet;
Thence North $42^{\circ}11'$ East, 40.78 feet;

Thence North 65°42' East, 57.26 feet;
Thence North 70°02' West, 57.27 feet;
Thence South 65°40' West, 263.62 feet;
Thence South 43°27' West, 208.05 feet;
Thence North 26°39' West, 59.70 feet;
Thence South 37°31' West, 320.79 feet;
Thence North 61°13' West, 61.61 feet;
Thence North 6°25' East, 211.20 feet;
Thence North 19°48' East, 52.10 feet;
Thence North 30°05' West, 52.87 feet;
Thence South 42°07' West, 102.59 feet;
Thence South 46°58' East, 57.80 feet;
Thence South 6°27' West, 187.02 feet;
Thence South 15°37' West, 121.35 feet;
Thence South 39°17' West, 104.80 feet;
Thence South 20°42' West, 135.75 feet;
Thence South 0°30' East, 204.90 feet;
Thence North 61°46' West, 271.24 feet;
Thence North 8°37' West, 337.52 feet;
Thence North 4°17' East, 131.48 feet;
Thence North 11°11' West, 170.53 feet;
Thence North 2°09' East, 167.52 feet;
Thence North 14°11'30" East, 58.36 feet;
Thence North 37°41'30" East, 102.53 feet;
Thence North 15°57' East, 103.45 feet;
Thence North 10°54' East, 146.90 feet;
Thence North 17°30' West, 174.78 feet;
Thence North 11°27' East, 135.50 feet;
Thence North 03°37' East, 55.40 feet;
Thence North 37°56' West, 25.00 feet;
Thence North 69°30' West, 68.07 feet;
Thence South 73°34' West, 40.00 feet;
Thence South 61°52'50" West, 166.59 feet;
Thence South 50°38'50" West, 96.52 feet;
Thence North 85°30'30" West, 105.35 feet;
Thence North 54°17' West, 93.85 feet;
Thence North 30°05'30" West, 116.59 feet;
Thence South 63°02' West, 39.61 feet;
Thence South 34°43'40" East, 126.31 feet;
Thence South 54°17' East, 105.78 feet;
Thence South 80°04' East, 126.61 feet;
Thence North 48°49' East, 120.38 feet;
Thence North 59°56' East, 129.28 feet;
Thence South 66°18'30" East, 52.59 feet;
Thence South 11°27' West, 138.22 feet;
Thence South 17°30' East, 174.92 feet;
Thence South 10°54' West, 137.88 feet;
Thence South 15°57' West, 96.37 feet;
Thence South 37°41'30" West, 97.08 feet;
Thence South 17°45' West, 121.75 feet;
Thence South 23°44' West, 100.94 feet;
Thence South 22°43' East, 133.85 feet;
Thence South 6°52' East, 121.39 feet;
Thence South 10°39' West, 112.98 feet;
Thence South 20°54' West, 105.38 feet;
Thence South 5°01' West, 61.22 feet;
Thence South 72°47' West, 216.42 feet;
Thence South 2°53' East, 170.62 feet;
Thence South 75°03' West, 171.60 feet;
Thence South 79°30' West, 92.31 feet;

3-25 11-10/11

Thence South 87°32'30" West to the westerly right of way line of the Williamson Valley Road (Prescott - Simons Highway);

Thence southerly along said right of way line to the POINT OF BEGINNING;

BEGINNING at a point used locally as the southwest corner of Section Twenty (20), Township Fourteen (14) North, Range Two (2) West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona;

Thence North 31°50' East, 3277.09 feet;
Thence North 81°36' West, 271.24 feet;
Thence North 8°37' West, 337.52 feet;
Thence North 4°17' East, 131.46 feet;
Thence North 13°11' West, 176.53 feet;
Thence North 2°09' East, 167.52 feet;
Thence North 14°13'30" East, 58.36 feet;
Thence North 37°41'30" East, 102.84 feet;
Thence North 15°57' East, 103.45 feet;
Thence North 10°54' East, 146.80 feet;
Thence North 17°30' West, 174.78 feet;
Thence North 11°27' East, 138.50 feet;
Thence North 63°37' East, 55.46 feet;
Thence North 37°56' West, 25.00 feet;
Thence North 69°30' West, 68.07 feet;
Thence South 73°34' West, 40.00 feet;
Thence South 61°52'50" West, 166.59 feet;
Thence South 50°38'30" West, 96.52 feet;
Thence North 85°30'30" West, 105.35 feet;
Thence North 54°17' West, 43.85 feet;
Thence North 30°05'30" West, 116.59 feet;
Thence North 27°31' East, 78.57 feet;
Thence North 4°38' East, 13.98 feet;
Thence North 1°11'30" East, 95.09 feet to the TRUE POINT OF BEGINNING;

Thence North 33°40'30" West, 74.93 feet;
Thence North 73°59'30" West, 106.60 feet;
Thence North 84°15'30" West, 291.60 feet;
Thence South 38°35' West, 106.05 feet;
Thence South 33°26' West, 131.19 feet;
Thence South 7°31' West, 83.57 feet;
Thence South 14°36'30" East, 82.40 feet;
Thence South 45°39' East, 150.84 feet;
Thence North 79°44'40" East, 141.58 feet;
Thence North 69°07'40" East, 92.36 feet;
Thence North 52°28' East, 120.26 feet;
Thence South 77°25'20" East, 51.89 feet;
Thence North 63°02' East, 39.61 feet;
Thence North 27°41' East, 78.57 feet;
Thence North 21°38' East, 33.98 feet;
Thence North 1°11'30" East, 95.09 feet;
Thence South 74°54' West, 41.67 feet;
Thence South 1°11'30" West, 73.08 feet;
Thence South 41°10'20" West, 93.64 feet;
Thence South 86°15' West, 57.62 feet;
Thence South 48°22'40" West, 126.19 feet;
Thence South 69°04'40" West, 79.47 feet;
Thence South 79°44'40" West, 117.20 feet;
Thence North 45°39' West, 119.08 feet;

Thence North $14^{\circ}36'30''$ East, 43.47 feet;
Thence North $7^{\circ}31'$ East, 89.55 feet;
Thence North $33^{\circ}26'$ East, 120.09 feet;
Thence North $38^{\circ}15'$ East, 82.41 feet;
Thence South $84^{\circ}15'30''$ East, 266.34 feet;
Thence South $73^{\circ}59'30''$ East, 88.41 feet;
Thence South $33^{\circ}46'30''$ East, 52.68 feet.

MORSE AREA

All that portion of the Northwest Quarter of Section Twenty (20), Township Fourteen (14) North, Range Two (2) West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows:

BEGINNING at a point used locally as the Southwest corner of said Section Twenty (20):

Thence North $11^{\circ}50'$ East, 3277.09 feet;

Thence North $23^{\circ}14'$ East, 179.00 feet to the Southwest corner of Lot Eleven (11), as shown on the unrecorded plat of YAKASHIMA ESTATES;

Thence South $56^{\circ}12'$ East, 308.37 feet;

Thence South $58^{\circ}23'$ East, 147.08 feet to the Southeast corner of said Lot Eleven (11);

Thence South $88^{\circ}12'10''$ East, 245.18 feet to the Southwest corner of Lot Nineteen (19), as shown on the unrecorded plat of YAKASHIMA ESTATES;

Thence South $83^{\circ}15'$ East, 116.79 feet to the TRUE

POINT OF BEGINNING;

Thence North $14^{\circ}35'$ East, 53.48 feet;

Thence North $68^{\circ}27'30''$ East, 111.00 feet;

Thence South $9^{\circ}07'20''$ West, 158.16 feet;

Thence South $58^{\circ}12'30''$ West, 135.24 feet;

Thence North $14^{\circ}38'$ East, 69.20 feet to the TRUE

POINT OF BEGINNING, containing 0.374 acres more or less.

UNDEVELOPED PROPERTY DESCRIPTION

BEGINNING at the Southeast corner of Lot Four (4), COUNTRY PARK RANCHES, as recorded in Book 9 of maps, page 19, at the Yavapai County Recorder's Office;

Thence southerly along the west line of COUNTRY PARK ESTATES as recorded in Book 6 of maps, page 60, in the Yavapai County Recorder's Office, to the northeast corner of Lot Four (4) as shown on the unrecorded plat of YAKASHBA ESTATES and recorded in Book 149 of Deeds, page 280;

Thence South 63°30' West, 306.00 feet along the north line of Lots Four (4) and Five (5), YAKASHBA ESTATES 140/280 and 244/500;

Thence South 59°44' West, 100.00 feet along the north line of Lot Three (3), YAKASHBA ESTATES, 253/440 and 201/340;

Thence South 64°44' West, 227.42 feet along the north line of Lots Six (6) and Two (2), YAKASHBA ESTATES, 98/01 and 299/300;

Thence South 75°53' West, 195.26 feet to the northwest corner of Lot Two (2), YAKASHBA ESTATES;

Thence South 71°28' West, 125.24 feet along the north line of Lot Nine (9), YAKASHBA ESTATES, 357/420;

Thence South 62°48' West, 92.35 feet to the northwest corner of Lot Nine (9), YAKASHBA ESTATES;

Thence North 10°54' East, 50.83 feet to the southwest corner of Lot Twenty-eight (28), YAKASHBA ESTATES;

Thence North 62°48' East, 64.02 feet;

Thence North 71°28' East, 129.84 feet;

Thence North 75°53' East, 89.00 feet to the southeast corner of Lot Twenty-eight (28), YAKASHBA ESTATES;

Thence North 12°45'30" West, 830.41 feet to the northeast corner of Lot Twenty-eight (28), YAKASHBA ESTATES;

Thence North 54°01' East, 155.24 feet;

Thence North 22°30' East, 108.00 feet;

Thence North 07°17' East, 144.16 feet;

Thence North 45°43' West, 120.00 feet;

Thence South 55°47' West, 439.49 feet to the northwest corner of Lot Twenty-six (26), YAKASHBA ESTATES;

Thence North 54°24'30" West, 351.75 feet to the northwest corner of Lot Forty (40), YAKASHBA ESTATES;

Thence North 1°18'20" West, 277.30 feet to the northeast corner of Lot Thirty-nine (39), YAKASHBA ESTATES, a point on the south line of that tract as recorded in Book 207, page 221, at the Yavapai County Recorder's Office;

Thence easterly along the south line of said tract to a point on the west line of Lot Nine (9), COUNTRY PARK RANCHES;

Thence southerly along the west line of said Lot Nine (9), COUNTRY PARK RANCHES, to the southwest corner of COUNTRY PARK RANCHES;

Thence easterly along the south line of COUNTRY PARK RANCHES to the POINT OF BEGINNING.

PATSY G. JENNEY, County Recorder

By Sarah J. Carter Deputy

DECLARATION OF RESTRICTIONS



KNOW ALL MEN BY THESE PRESENTS:

That EDWARD L. RITTER and CAROLYN RITTER, his wife, ROBERT R. LOFTUS and CAROLDEANE R. LOFTUS, his wife, JAMES G. McGUIRE and MARY D. McGUIRE, his wife, DONALD R. HEAD and CONSTANCE J. HEAD, his wife, and GERALD F. McNALLY and FRANCES McNALLY, his wife, all being members of YAKASHBA ESTATES ASSOCIATION, and owning lots in the outer perimeter of YAKASHBA ESTATES, as described on Exhibit "A" of the Declaration of Restrictions recorded in Book 511, pages 538-574, inclusive, and being members of YAKASHBA TENNIS ASSOCIATION, an Arizona non-profit corporation, (hereinafter referred to as members) desiring to establish a restricted tennis association, do hereby declare their lots subject to the following expressed covenants, stipulations and restrictions as to the use and enjoyment of the tennis facilities which the YAKASHBA TENNIS ASSOCIATION owns in YAKASHBA ESTATES, all of which are to be construed as restrictive covenants running with the title to said lots.

1. Members may transfer by conveyance their membership in YAKASHBA TENNIS ASSOCIATION only to another owner of a lot in YAKASHBA ESTATES, provided that the grantee joins into the instrument of conveyance agreeing to this declaration of restrictions.

2. Only owners of a lot in YAKASHBA ESTATES may become a member of YAKASHBA TENNIS ASSOCIATION by paying an amount of money equal to the total members of YAKASHBA TENNIS ASSOCIATION (including any new members) divided into the total capital cost of the improvements constructed by the YAKASHBA TENNIS ASSOCIATION and the organizational expenses of the

corporation, and signing a declaration that the owner agrees to be bound by this declaration of restrictions set forth herein.

3. All members agree to abide by the By-Laws of YAKASHBA TENNIS ASSOCIATION and all rules adopted by its Board of Directors.

4. These restrictions may be terminated by filing a termination instrument signed by all members of YAKASHBA TENNIS ASSOCIATION.

5. Record owners of lots in YAKASHBA ESTATES who are members of YAKASHBA TENNIS ASSOCIATION shall pay to YAKASHBA TENNIS ASSOCIATION on or before forty-five (45) days of receipt of notice and invoice, assessments approved by the Board of Directors of YAKASHBA TENNIS ASSOCIATION, which assessments shall not be in excess of \$100.00 per year and which assessments shall be mailed on or before June 1st of said year. Assessments in excess of \$100 per year may be levied by the Board of Directors only upon it having received authority from a vote of 75% of all members of YAKASHBA TENNIS ASSOCIATION. It is further provided that any and all assessments remaining due and unpaid for the calendar year shall become a lien upon the lot against which such assessment was levied, and the Board of Directors is authorized to direct the Secretary of the corporation to compile a list of such lots and the amount of the unpaid assessment levied against each, and to direct any President and Secretary of the corporation to certify such unpaid assessments to the County Recorder of Yavapai County, State of Arizona, in the month of August following the year in which such assessments were levied

and unpaid and to cause the same to be entered as a lien upon the lot against which the assessment was made, subject to state and county taxes and mortgages of record without further authorization or direction by the Board of Directors. Said liens may be foreclosed in accordance with the laws of the State of Arizona relative to mortgage foreclosures and the amount of such lien shall accrue interest at the rate of ten percent (10%) per annum from and after August 1st following the issuance of the assessment. If foreclosure is instituted, the corporation shall be entitled to reasonable attorneys' fees, which shall be set by the court having jurisdiction thereof. The President and Secretary are authorized to release any such lien upon payment of such delinquent assessment by or on behalf of the owner of the lot or lots against which said assessment was made, and any and all costs or fees payable to the Yavapai County Recorder shall be paid out of the general fund of the corporation.

6. Each lot owner (whether one or more persons, partnership or corporation) in YAKASHBA ESTATES, who are members of YAKASHBA TENNIS ASSOCIATION, shall have one (1) vote in this corporation.

DATED this 28th day of May, 1975.

The foregoing Declaration of Restrictions is hereby approved and accepted:

Robert R. [Signature]
James G. [Signature]
[Signature]
Sherald F. [Signature]
[Signature]

BOOK 968 PAGE 308

STATE OF ARIZONA)
) #81
County of Yavapai)

SUBSCRIBED AND SWORN TO before me this 22nd day of
May, 1975, by EDWARD L. RITTER, CAROLYN RITTER, ROBERT
R. LOFTUS, CAROLDEANE R. LOFTUS, JAMES G. McGUIRE, MARY D. McGUIRE,
DONALD R. HEAD, CONSTANCE J. HEAD, GERALD F. McNALLY and FRANCES
McNALLY.

Alvin M. May
Notary Public

My Commission Expires:

June 7, 1978



BOOK 968 PAGE 309

To: The Recorder of records Yavapai County State of Arizona

From: David Landis, president Yakashba Estates Homeowners Association *David J Landis*
Arlene Skinner, secretary Yakashba Estates Homeowners Association *Arlene Skinner*

Date: July 17, 1998

Subject: Recording of changes to the Yakashba Homeowners Association CC&R Document

Attached to this memo is an Amendment to the Declaration of Restrictions for the Homeowners Association of Yakashba Estates.

This Amendment changes paragraph 2, page 4 and paragraph 16, page 8 of the original document.

This amendment was approved by the required majority of the homeowners (75%) on ~~June~~ *July* 11, 1998.

Note: Bold face type indicates the actual changes **APPROVED TO THE**
YAKASHBA ESTATES HOMEOWNERS ASSOCIATION
CC-215.

Change #1.

Intent: To change the window of opportunity, voting percentage and voting method. Current voting procedure views abstaining votes as no votes, resulting in a requirement of 42 yea votes to pass an issue. Under the proposed change, a minimum or quorum is attached to prevent the lowered percentage from being reached by too small a group. Under the new proposal, a minimum of 29 yea votes, a majority of lots, is always needed to pass.

Paragraph 16 will read:

The terms, conditions, reservations, covenants, and restrictions contained herein shall continue in full force and effect for a period of ten (10) years from the date hereof. **Thereafter, it shall be deemed to have renewed for successive terms of one (1) year each, unless revoked or amended by a vote of the owners of the lots in YAKASHBA ESTATES of not less than sixty-six per cent (66%) of the lot owners responding, an abstention counting as neither yea nor nay vote. Provided however, no vote shall be effective unless a minimum of 29 yea votes are cast. Said changes shall be recorded in the office of the Recorder of Yavapai County, Arizona, executed by two members of the Board of Directors.**

Change #2.

Intent: This will ratify the community vote on June 3, 1979 that increased dues and will fix the ceiling for dues and fees at currently billed levels. This change will also give the Association the opportunity to vote to increase dues in the future at regular intervals or as needed - with the consent of the lot owners. Each and every increase must be approved by the membership.

Paragraph 2 will read:

The total amount of items listed in paragraph 2 shall not exceed **TWO HUNDRED DOLLARS (\$200.00) per lot plus the pro rata share of the amount necessary for the payment of governmental fees and services per year unless that total is changed by a vote of owners of the lots in YAKASHBA ESTATES of not less than sixty-six percent (66%) of the lot owners responding, an abstention counting as neither yea nor nay vote. Provided however, no vote shall be effective unless a minimum of 29 yea votes are cast. These consents shall be submitted to the Board of Directors of the Association during the calendar year in which such excess sum is to be collected.**

*APPROVED Donald A. Lusk PRESIDENT 7/17/98
Arlene Skinner Secretary 7/17/98*

FEE
5
8
\$5
91
14

Recorded at the request of:
 Yakashba Estates Association

When Recorded, MAIL TO:
 Yakashba Estates Association
 P.O. Box 10944
 Prescott, AZ 86304

3478704 BK 3942 PG 405
 Yavapai County
 Patsy Jenney-Colon, Recorder
 07/17/2002 11:01A PAGE 1 OF 1
 YAKASHBA ESTATES ASSOCIATION
 RECORDING FEE 5.00
 SURCHARGE 8.00
 POSTAGE 1.00

Date: July 17, 2002 - *AMENDMENT TO CC&R6*

Subject: Recording of changes to the Yakashba Estates Association CC&R Document.
 (#13711, Book 511, Pages 538 - 574) *Declaration of Restrictions*

The following Amendment is added to Paragraph 9, Page 6 of the original CC&R document:

All fences, walls, and other similar barriers, hereinafter referred to as "fences," designed to enclose, separate or mark properties or portions thereof, are to be prohibited unless specifically reviewed and variance is granted by the consent and approval of a majority of the Board of Directors or a committee approved by the Board, prior to construction.

Such fences existing at the time of approval of this amendment shall be viewed as nonconforming use and be excepted. Any such nonconforming use shall be deemed to be personal and shall run with the land either by sale or inheritance.

This Amendment was approved by the required majority of the homeowners (66%) on June 3, 2002.

Ellen Donegan

Mardi Read

Ellen Donegan, President

Mardi Read, Secretary

3697144 Bx 4130 Pg 143
Yavapai County, Arizona
Patsy Jenney-Colon, Recorder
03/22/2004 12:12P PAGE 1 OF 1
YAKASHBA ESTATES ASSOCIATION INC
RECORDING FEE 5.00
SURCHARGE 3.00
POSTAGE 1.00

Recorded at the request of:

YAKASHBA ESTATES ASSOCIATION

When Recorded, MAIL TO:

YAKASHBA ESTATES ASSOCIATION
P.O. Box 10944
Prescott, AZ 86304

FEE
\$5
\$8
\$5
\$5
\$10
\$10

AMENDMENT TO RESTRICTIONS

Declaration of Restrictions
Yakashba Estates Association C C&R Document
(#13711, Book 511, Pages 538-574)

Increase Annual Dues to \$600.00 per lot per year - November 1, 2003.

Increase Annual Dues in 2000 to \$300.00 per lot per year - November 20, 1998.

Increase Annual Dues in 1999 to \$250.00 per lot per year - November 20, 1998.

Each of the above Dues Increases has been approved by the membership of Yakashba Estates Association with 2/3 of the votes received being yes and with a minimum of 29 yes votes as required by the C C&R's. Recorded 7/17/98, # 3058404, Book 3585, Page 673.

Gill Read Gill Read, President Date 3/22/04
Carol Weiss Carol Weiss, Secretary Date 3/22/04

When recorded, return to:
Gill Read
9 Pinnacle Road
Prescott, AZ 86305

3758030 BK 4180 PG 602
Yavapai Comnty, Arizona
Patsy Jenne Colon, Recorder
08/25/2004 02:56P PAGE 1 OF 1
YAKASHBA ESTATES ASSOCIATION
RECORDING FEE 3.00
SURCHARGE 8.00
POSTAGE 1.00

NOTICE OF COMMUNITY ASSOCIATION

Pursuant to A.R.S. §33-1256(J) or 33-1807(J), notice is hereby given of the following information:

1. Legal/Corporate Name of Association: Yakashba Estates Association
2. Trade or a/k/a Name of Association: none
3. Managing Agent: Board of Directors
4. Association address: P.O. Box 10944, Prescott, AZ 86304-0944
5. Association telephone number: contact a Board member
6. Name of Community/Subdivision/Condominium: Yakashba Estates Association

7. Declaration Recording Information:

ORIGINAL CC AND RS
EASEMENT
Document
AMMEND CC AND RS
AMMEND CC AND RS
AMMEND CC AND RS
in AUGUST

5 SEP 68
14 APR 78
Date
17 JUL 98
17 JUL 02
22 MARCH

BK 511 Pp. 538-574
BK 1134 P. 727
Recording Book and Page
BK 3586 P. 673
BK 3942 P. 405
Book 4130 P. 143

Dated: 25, 2004

Gill Read
PRESIDENT, YAKASHBA ESTATES
ASSOCIATION

STATE OF ARIZONA)
)
County of Yavapai)

ACKNOWLEDGED before me this 25 day of Aug., 2004, by Gill Read the PRES. of the Association.

Catherine Gits

Notary Public

SEAL



RECORDERS MEMO: LEGIBILITY
QUESTIONABLE FOR GOOD REPRODUCTION

Recorded at the request of:



B-4620 P-498
Page: 1 of 1
PRES 4262284

Yakashba Estates Association

When recorded, MAIL TO:

Yakashba Estates Association
P.O. Box 10944
Prescott, AZ 86304

FILE
✓
SP
25
M
J

Date: September 9, 2008 --- Amendment to CC&Rs

Subject: Recording of changes to the Yakashba Estates Association CC&R
Document (Declaration of Restrictions) # 13711, Book 511, Pages 538-544 *

The following Amendment is added to the original CC&R document:

The use of motorized vehicles (recreational or otherwise) on the commons is prohibited. Motorized vehicles may be permitted on the commons for construction and/or maintenance purposes on lots that abut the commons. Any two members of the Board of Directors of the Yakashba Estates Association may give permission for such use. Such permission shall be for specific times and purposes. It shall not constitute a general permission for continuing use of the commons by motorized vehicles. Such permission may be revoked at any time by a vote of the Board of Directors of the Yakashba Estates Association.

This Amendment was approved by more than the required majority of the homeowners (66%) on June 14, 2008.

Gill Read

Gill Read, President

Carol Weiss

Carol Weiss, Secretary

* ORIGINAL RECORDED AS REFERENCED ABOVE

Recorded at the request of:

YAKASHBA ESTATES ASSOCIATION



When Recorded, MAIL TO:

YAKASHBA ESTATES ASSOCIATION
P.O. Box 10944
Prescott, AZ 86304

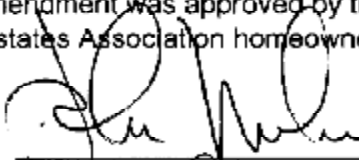
AMENDMENT TO RESTRICTIONS


Declaration of Restrictions
Yakashba Estates Association CC&R Document
(#13711, Book 511, Pages 538-574)

The following Amendment is added to the original CC&R document in order to expand the "Property Use", #8

All Yakashba Estates lots shall be used, improved and devoted exclusively to single-family residential use. A trade or business may be conducted on any lot so long as the existence or operation of the business is not apparent or detectable by sight, sound, or smell from outside said unit. The business activity must be consistent with the residential character of Yakashba Estates and cannot constitute a nuisance, hazardous or offensive use, as may be determined in the sole discretion of the Board of Directors. The business activities may not involve people repeatedly coming to and from any unit in Yakashba Estates. A business or trade shall include, without limitation, any work, occupation or activity undertaken on an ongoing basis which involves the provision of goods or services to persons for which the provider receives a fee, compensation or other form of consideration, regardless of whether such activity is engaged in full or part time, is intended to or does generate a profit or not, or a license is required or not for such activity. All business activities must conform to all applicable zoning ordinances. No profit, non-profit or government-funded business that does not meet the above requirements will be allowed to operate in Yakashba Estates. The owner of a residential unit in Yakashba Estates may rent/lease said unit as a single-family residence for not less than a 180 day minimum and this shall not be considered a trade or business.

This Amendment was approved by the required majority of Yakashba Estates Association homeowners (66%) on May 10, 2013.

 John Molnar, President

 Ellen Donegan, Treasurer