

I do hereby certify that the within instrument was filed and recorded at the request of

Planning + Zoning

on APR 24 78 - 11:00 A.M. o'clock 11:30 Book 1130 Official Records Page 635-656 (incl)

Records of Yavapai County, Arizona. WITNESS my hand and official seal the day and year first above written.

INDEXED

By PATSY C. JENNEY, County Recorder
Dorothy Schlup Deputy



1150

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS,
FOR RESIDENTIAL LOTS

RECEIVED APR 4 1978

KNOW ALL MEN BY THESE PRESENTS:

Continental Service Corporation, an Arizona Corporation, is the owner of the following described premises situated within the County of Yavapai, State of Arizona, to-wit:

Lots 330 through 461 inclusive, Yavapai Hills, Unit II.

funds for the aforesaid purposes. Such assessment shall be paid promptly when the same becomes due and in the event of failure of a lot owner to pay such assessment promptly when due, for which the lot owner shall be personally liable, the amount of the unpaid assessment shall constitute a lien upon the lot owned by such lot owner. The lien may be enforced in equity, as in the case of a real estate mortgage lien foreclosure, by the Association in accordance with such policies and procedures as the Board may from time to time adopt. The foreclosure judgment shall award to the Association all costs, expenses and reasonable attorney's fees incurred in connection with the foreclosure, such attorney's fees to be fixed by the judge of the court of applicable jurisdiction without use of a jury.

Notwithstanding anything herein to the contrary, membership in the Association shall not be restricted to lot owners. Other persons, corporations, partnerships, joint ventures, or other legal entities entitled to use the common areas and facilities shall or may become members of the Association in accordance with the applicable terms and provisions of the Articles and By-Laws of the Association.

ENFORCEMENT OF
COVENANTS:

22. Failure to enforce any of the covenants, conditions and restrictions contained herein shall not, in any event, be construed or held to be a waiver thereof or consent to any further

