

COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
YOUR COMMUNITY  
YAVAPAI COUNTY, AZ

THESE COVENANTS, CONDITIONS AND RESTRICTIONS are made by Mountain View Estates Development Co., Inc., (hereafter the "Subdivider") effective upon the date of recordation of this instrument.

RECITALS

A. Subdivider is the owner of all the real property described in the attached Exhibit "A" (hereafter the "property"). Subdivider intends to improve and subdivide the real property in several phases. Each phase and all phases together shall be referred to as the "subdivision," as the context requires.

B. In order to provide for the orderly development of the property and provide for consistent development and construction within the subdivision, the Subdivider hereby adopts these covenants, conditions and restrictions to apply to all development and construction upon this property.

COVENANTS, CONDITIONS AND RESTRICTIONS

1. RECITALS: The recitals set forth above are incorporated herein by this reference.

2. COVENANTS RUN WITH THE LAND: All of the covenants, conditions and restrictions contained in this instrument shall run with the land described in the attached Exhibit "A." No land, parcel, or lot upon the property shall be conveyed, except subject to all these covenants, conditions and restrictions. All of these covenants, conditions and restrictions are declared inserted by reference in any and all deeds to any part of the subdivision. The covenants, conditions and restrictions are for the benefit of the property owners of any other land within the subdivision.

The subdivision may be developed in one or more phases. Each phases of the subdivision shall be considered as a part of the entire subdivision for the purpose of the application of these covenants, conditions and restrictions.

3. ARCHITECTURAL CONTROL COMMITTEE: There is hereby established an Architectural Control Committee for the subdivision. The Architectural Control Committee shall have the powers and duties as provided herein.

The members of the Architectural Control Committee shall be appointed as serve at the pleasure of the subdivider until such time as the subdivider transfers all its powers and duties to the YOUR COMMUNITY Homeowners Association (hereafter the "Homeowners Association") provided for herein. Thereafter the members shall be elected in accordance with the Bylaws of the Homeowners Association. Until the transfer, the subdivider shall