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 Property Owners Association
 1338A Prescott C.C. Blvd.
 Dewey, AZ 86327

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 MASTER DECLARATION OF AMENDED, RESTATED
 COVENANTS, CONDITIONS AND RESTRICTIONS
 FOR PRESCOTT COUNTRY CLUB

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**INDEX/SUMMARY OF "INCLUDED UNITS" FOR
MASTER DECLARATION OF AMENDED, RESTATED
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PRESCOTT COUNTRY CLUB SUBDIVISIONS**

Several areas around and near the Prescott Country Club, Yavapai County, Arizona, have developed as separate subdivisions. Most of these subdivisions are referred to as "units." Each unit has a separate set of restrictive covenants. An owner in one unit may not enforce the covenants in another unit. The recorded restrictive covenants in most of the units do not provide for continuing management of common areas or for a single organization to administer mutually beneficial restrictions. In some cases the restrictions are different. The legal descriptions of these subdivisions, designation of the lots, parcels and tract which they contain and the permitted uses of each are set forth in Exhibit A through K, inclusive. These subdivisions may be referred to in this document as "Eligible Units." In addition any present or future subdivision within the aggregate perimeter of Exhibits A through K may adopt this Declaration as provided herein.

The owners of lots and parcels in the Eligible Units recognize the benefit of joining together to administer the covenants and rules, to deal with public utilities, government bodies and private vendors for the benefit of the community and to provide maintenance of common areas when and if necessary. The following units have adopted the Declarations and are known as "Included Units".

Declarations Recording Information of File in the POA Office and Yavapai County Recorder's Office

<u>Unit</u>	<u>Book</u>	<u>Page</u>	<u>Date</u>
1	2135	873	04-03-89
2	2261	653	06-19-90
3	2261	716	06-19-90
4	2232	74	02-19-91
5	2546	536	10-20-92
7	23532	670	05-03-89
7 Island	23955	893	09-09-91
MV1	2134	775	03-30-89
MV2	2224	306	02-09-90

This Declaration may be adopted on behalf of additional Eligible Units, and the owners of all lots in such included units shall thereafter be Members of the PCC Property Owners Association and each unit so included may be known as an (continued on page two)

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11/14/2008

"Included Unit." The Association and each owner who is a Member shall be entitled to the benefit and protection, shall be subject to the limitations, and may enforce the provisions of this Declaration.

NOW THEREFORE, the undersigned Declarants execute this Declaration and declare that all of the Properties described above and any other properties brought within the Properties, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described Properties or any part thereof, their heirs, successors and assigns, and shall be for the benefit of each owner.

ARTICLE A. DEFINITIONS

1. "Articles" means the Articles of Incorporation of the P. C. C. Property Owners' Association, Inc.

2. "Association" means the P.C.C. Property Owners' Association, an Arizona non-profit corporation formed for the mutual benefit of owners in the Properties described in Exhibits A through K.

3. "By laws" means the adopted by laws of the Association.

4. "Board" means the governing body of the Association as established by the Articles and By laws.

5. "Common Areas" means all real property, including the improvements, owned or managed by the Association for the common use and enjoyment of the Owners. In the future it may be necessary or desirable for the Association to accept ownership of street medians or other Common Areas.

6. "Declaration" means this entire document as it from time to time may be amended and supplemented.

7. "Eligible Unit" means any unit (subdivision) of Prescott Country Club, as described in Exhibits A through K, which unit has not yet adopted this Declaration.

8. "Included Unit" means any unit of Prescott Country Club as described in Exhibits A through K, which unit has recorded this Declaration or an annexation to this Declaration with the required signatures attached.

9. "Lot" means any numbered plot of land shown upon a valid, recorded subdivision map of any unit included within the Properties. Except where stated otherwise, "Lot" shall also refer to any designated Parcel or Tract on a valid, recorded subdivision map of any unit included within the Properties. If townhouse or condominium developments become Included Units, "Lot" shall also refer to individually owned townhouses or condominiums.

10. "Member" means each person, corporation or other entity which pays dues to the Association and is entitled to the benefits of membership.

11. "Owner" means the record owner, whether one or more persons or entities of equitable or beneficial title (or legal title if they have merged) of any Lot, but excluding those having such interest merely for the performance of an obligation.

12. "Property"; "Properties" means all of the real property brought within this Declaration.

ARTICLE B. OWNER'S RIGHT TO APPROVE DECLARATION

1. Right to Amend Is Unchanged. The Owner of property in an Eligible Unit presently may approve or disapprove a proposed amendment to the recorded Covenants, Conditions and Restrictions (declaration) for that unit by signing or refusing to sign a document in recordable form. Each Owner shall be entitled to approve or disapprove a proposed amendment to this Declaration in the same way.

a. Future Amendment. The number and percent of approving Owners will be computed from all of the Included Units. Separate tallies for each unit will not be required. This will provide uniformity throughout those units in which the Owners have adopted this Declaration.

b. Majority. The percent of approval required for amendment of this Declaration shall be more than fifty percent (50%). Any amendment must be recorded.

ARTICLE C. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

1. Membership Not Required for Present Owners. One who is the Owner of a Lot at the time the Eligible Unit becomes an Included Unit, may elect not to become a Member of the Association. Upon transfer of title, the new Owner shall be a member.

2. Required Memberships. Except as provided above, after the adoption of this Declaration by a unit is recorded, an Owner of every Lot within that Included Unit shall be a Member of the Association. No Owner shall be required to pay for more than one Membership, regardless of the number of Lots owned. No more than one Membership may be owned or voted for each Lot.

3. Benefits for Members Only. During the time an Owner is not a Member, or is not current in payment of dues, the Owner shall not be entitled to benefits or services of Membership in the Association.

4. Member's Voting Rights in the Association. Each paid Membership, for which dues are current, shall be entitled to one vote in matters put to election within the Association. In no event shall more than one vote be cast with respect to any Membership. Fractional votes shall not be permitted. Quorum and passing percentages for matters brought within the Association shall be calculated on the number of paid Memberships, and not the number of Lots.

5. Covenant to Pay Dues. The undersigned, as Owners of one or more Lots within the Properties, hereby covenant for themselves (except as provided above), their heirs, successors and assigns, and each Owner of any Lot by acceptance of a deed, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay to the Association, consistently with the provisions and exceptions of this Declaration, annual dues to be established and collected pursuant to this Declaration and to the Articles of Incorporation and By-laws of the Association.

6. Permissible Uses of Dues. The dues levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties.

7. Maximum Annual Dues. Until January 1, 1989 the maximum annual dues shall be Eighteen dollars (\$18.00) per Membership.

a. Limit on Increased Dues. From and after January 1, 1989, the maximum annual dues may only be increased each year by ten percent (10%) above the maximum annual dues for the previous year, without a vote of the membership.

b. Vote of Membership Required. From and after January 1, 1989, the maximum annual dues may only be increased above ten percent (10%) in a referendum type election. Ballots shall be mailed or hand delivered, with one vote per Membership. The issue shall be determined by a simple majority of ballots returned to the Association within thirty (30) days.

c. What the Board May Do. The Board of Directors shall fix the dues in accordance with the paragraph titled, "Maximum annual dues." The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the charges on a specified Lot have been paid. A properly executed certificate of the Association as to the status of charges on a Lot is binding upon the Association as of the date of its issuance.

8. Creation of Lien and Personal Obligation of Dues. Dues owed to the Association, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot or Lots owned by the Owner or Owners upon whom each such dues assessment is made. Dues, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time the dues fell due.

9. Effect of Nonpayment of Assessments, Remedies. Dues owed to the Association and not paid within thirty (30) days after the due date shall bear interest from the due date at the rate allowable by Arizona statutes in civil contract cases. The Association may bring an action at law against the Owner personally obligated to pay, or foreclose the lien against the property. Except as provided for existing owners, no Owner may waive or otherwise escape liability for dues by non-use of the Association services or abandonment of the Lot.

10. Subordination of the Lien to Mortgages. The lien of the dues provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such dues as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve the owner of such Lot from liability for any dues thereafter becoming due or from the lien thereof.

ARTICLE D--GENERAL USE PROVISIONS

This Article is applicable to all Property in all Included Units of the Prescott Country Club.

1. All Construction to Be Approved. No structure or dwelling of any kind shall be commenced, erected or placed on any lot until the design and location of the structure and the kind of materials to be used have been approved in writing by the Architectural Committee of the Association (called "Committee"). The Committee's decision to allow or deny the construction of any building, fence, patio or other structure shall

be final. All structures shall meet, or exceed, the requirements of the Yavapai County Building Code.

2. Application Procedure. Requests for the Committee's approval of the design, location and construction of any building or structure shall be submitted in writing, together with the plans or other information which the Committee may reasonably request, at least thirty (30) days prior to the date on which construction is to begin. The Committee shall approve, disapprove, or request additional information on the design, location, or the kind of materials to be used, within thirty (30) days after receipt of the required information. Failure of the Committee to respond to an applicant within 30 days will result in the automatic granting of a permit, provided the design, location and kind of materials to be used do not violate any of the restrictions contained in this Declaration.

3. Timely Construction. All construction shall be completed within nine (9) months from the date of permit. A penalty, not to exceed Fifty dollars (\$50.00) may be assessed when application is made for extension.

4. Restriction on Temporary Structures. Only such structures that are required during the period of actual construction of a permanent type building may be placed on any of the Lots, Tracts or Parcels included in this Declaration. These include appropriate sanitation facilities as described under the "Guidelines to Contractors" issued by the Architectural Committee.

5. No R V's as Dwellings. Except as provided for mobile homes on the property described in Exhibits A and B, no boat, truck, mobile home, trailer, camper or recreation vehicle shall be used as a living area while located on the Property, except that a travel trailer or Motorhome may be used by relatives or friends who are visiting a Lot Owner for a period not to exceed two (2) weeks annually. All visitors must observe the provisions of this Declaration, By laws and rules of the Association and community standards regarding nuisances.

6. Utility Easements to Be Kept Clear. No structure of any kind or nature shall be erected, permitted or maintained on, over or across the easements for utilities as shown on the recorded plat of this subdivision.

7. Utilities to Be Underground. All utilities, including electric and telephone wiring, water and gas lines, etc., shall be placed underground at recommended depths.

8. No Further Subdivision Allowed. No Lot in the Properties shall be subdivided into smaller Lots nor conveyed or encumbered in less than the full original dimensions of such Lot, except for purposes of installing or maintaining public utilities; provided, that this restriction shall not prevent the conveyance or

encumbrance of contiguous Lots or parts of Lots in such manner as to create parcels of land in common ownership having the same or greater street frontage than the street frontage originally shown. Thereafter, such parts of contiguous Lots in common ownership shall, for the purposes of this Declaration, be considered as one Lot. Nothing herein shall prevent the dedication or conveyance of portions of Lots for public utilities, in which event the remaining portion of any such Lot shall be treated as a whole Lot for the purpose of this provision.

9. Livestock Prohibited. No livestock (including but not restricted to hogs, goats, horses, sheep, cows, poultry and rabbits) shall be kept on any Lot.

10. Nuisances. All rubbish, trash, garbage or other waste material shall be removed in a timely manner and shall not be allowed to accumulate on any Lot, Parcel or Tract. No Lot shall be used as a wrecking yard, junk yard, or for the accumulation of inoperable or unlicensed vehicles, nor shall any Lot be put to any use which will or may create a public or private nuisance, eyesore, or hazard to the neighbors or community.

11. Advertising. No advertising sign (except two [2] "For Rent" or "For Sale" signs per Lot) shall be erected, placed or permitted on any residential property without the express written consent of the Architectural Committee. These signs shall be no larger than two (2) feet by two (2) feet and placed on uprights not to exceed five (5) feet in height.

12. Antennae. No television or radio antenna, towers or satellite dishes may be erected, placed or permitted on any residential parcel without the express written consent of the Architectural Committee.

13. Fences, Fences Adjoining Golf Course. All fences shall conform with County standards and, in addition, must have approval of the Committee concerning compatibility with the dwelling design and any adjacent structures or residences. No fence adjoining the golf course or within fifteen (15) feet thereof, shall exceed three (3) feet in height, except that the Committee may, but is not required to, approve plans providing for wrought iron to a height of six (6) feet.

14. Maintenance. All Owners of record are responsible for maintaining their properties in a clean, neat and acceptable manner.

a. In the event any Lot, Parcel or Tract, including landscaping or improvements thereon, is not maintained and kept clean as provided in this Declaration, the Association shall have the right, either itself or through an agent, to furnish the labor and/or materials necessary to bring said Lot including improvements and/or

landscaping thereon up to a standard which meets the approval of the Association in its sole discretion, and to maintain such property according to such standards.

b. Following such action the Owner of the Lot shall be presented with a bill detailing costs. If such bill is not paid within ten (10) days, a lien will be placed against the property.

c. The Association shall be entitled to enforce its rights hereunder by following the procedure provided for the enforcement of mechanic's and materialmen's liens in the State of Arizona.

d. This Paragraph shall constitute a request by each Lot, Parcel or Tract Owner under the conditions stated herein, for the Association to furnish any labor and/or materials which are furnished hereunder. Any claim against the Association shall not constitute a defense or offset in any action by the Association for non-payment of any amounts which may be assessed hereunder.

15. Who May Enforce This Declaration. In the event of a violation of any of the covenants herein, the Association, or any Owner of any Lot, Parcel or Tract in the Included Property, may bring an action at law or in equity, either for injunction, action for damages or such other remedy as may be available. In the event the Association recovers judgment against any person for a violation, the Association shall also be entitled to recover from such person reasonable attorneys' fees.

ARTICLE E--SINGLE FAMILY, MULTIPLE HOUSING AND COMMERCIAL PROPERTY PROVISIONS

1. Size and Appearance of Single Family Detached Houses.

a. On those specified Lots known as single family residential Lots and on Multiple dwelling Lots being used for a single family residence, only single-story, two-story or split level type residential homes with a garage, are acceptable.

b. Single-story residences must have a ground floor area of at least 1,400 square feet and two-story or split level homes must have an aggregate floor area of at least 1,800 square feet, exclusive of open porches, pergolas or attached garage.

c. Such dwellings shall be of masonry or frame with decorative panelling, if so desired.

d. "A" frame and log cabin structures are prohibited.

2. Size and Appearance of Multiple Dwellings. On those specified Lots known as multiple dwelling Lots, no multiple dwelling shall have a floor area of less than 700 square feet per unit except that if such multiple dwelling site is actually being used as a single family residence, then no dwelling shall have a floor area of less than 1,400 square feet, exclusive of open porches, pergolas, and attached garages. Such dwellings shall be of masonry or frame with decorative panelling, if so desired.

3. Setback Requirements. All homes erected on any of the single family residential Lots or Multiple dwelling Lots shall be located on the Lot in such a manner as to have the following setbacks: Ten (10) feet from the side property lines, twenty (20) feet from the front property line, and Twenty five (25) feet from the rear property line. Designation of front, side and rear property lines shall be as defined in the ordinances of Yavapai County.

4. Business Structures. All commercial planning and building must obtain approval of the Committee, including the type of commercial enterprise which may be carried on within the Properties. The front, side and rear walls of commercial buildings shall require no setbacks from the property lines, but no overhang shall be permitted beyond the property lines. Offstreet parking must be provided in accordance with standards set by the Association, or by Yavapai County, in the absence of Association standards. No structure shall exceed two stories in height.

ARTICLE F. MOBILE HOME PROVISIONS

1. Committee Approval Required. No mobile home may be placed on any Lot until approved by the Committee as to size, condition and appearance.

a. The Committee will NOT approve any mobile home that does not meet the construction and safety standards adopted by the United States Department of Housing and Urban Development (HUD) pursuant to Section 7 (D) Title VI, Housing and Urban Development Act of 1974 (42 U.S.C. 5401) and amendments thereto.

b. All mobile homes placed on vacant Lots, or replacing existing mobile homes, must be NEW (purchased from a dealer and not having been previously occupied) and have a minimum floor space of 1,000 square feet.

c. It shall be the responsibility of the permit applicants to demonstrate to the Committee that the mobile home for which an installation permit is requested is in compliance with the standards set forth in Sections (a) and (b) above.

2. **Permitted Structures.** No structure shall be erected, placed or permitted on any Lot other than one mobile home and cabanas, porches, storage room and carport or garage, all of which are attached to the mobile home directly or by a breezeway.

a. A storage room and a carport or garage for not more than two (2) cars are mandatory for each mobile home.

b. Every mobile home shall be equipped with floor to ground skirting of good quality, neatly installed, not later than thirty (30) days from placing the home on the Lot.

c. Any attached structure shall blend with the color of the mobile home and shall not exceed one (1) story in height.

3. **Setback Requirements.** Setbacks shall be at least twenty (20) feet from the front property line, ten (10) feet from any side property line and twenty-five (25) feet from any rear property line. No accessory building shall be located nearer than five (5) feet from any property line.

ARTICLE G. MISCELLANEOUS

1. **Annexation of Lots.** Owners of Lots and Parcels within Eligible Units may voluntarily become members of the Association and, to the extent feasible, shall be entitled to the benefits and obligations of Membership. At the discretion of the Association, any voluntary member may commit his Lot permanently to this Declaration and may commit himself, his heirs, successors and assigns, to Membership in the Association. Nothing herein shall require anything of an owner that is prohibited by valid, recorded deed restrictions which have not been superseded.

2. **Duration.** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date of the recording of this Declaration for the first Included Unit, after which time they shall be extended automatically for successive periods of ten (10) years.

3. **Interpretation.**

a. **Descriptive Headings.** The descriptive headings of the sections and articles are inserted for convenience only and are not to affect the meaning or construction of any of the provisions of this Declaration.

b. **Governing Law.** This Declaration and the rights and obligations of the parties hereunder shall be construed in accordance with and shall be governed by the

laws of the State of Arizona. Venue for any action brought pursuant to this Declaration shall be Yavapai County, Arizona.

c. Capitalized Words. Common nouns which are capitalized herein, shall be presumed to be used as defined in the Article titled, "Definitions" unless the context clearly requires otherwise.

d. Conflicts Among Documents. In the event there is a conflict between or among the Declaration, Articles of Incorporation, By-laws or Rules of the Association, the Declaration, Articles and By-laws shall prevail in that order.

4. No Special Ownership Rights. Nothing in this Declaration gives to any Lot or Parcel Owner, any individual ownership of the common areas of the tracts or Prescott Country Club as described in the document recorded on the 2nd day of June, 1986 in Book 1825, pages 405 through 424, inclusive, records of the Yavapai County Recorder.

5. Phased Adoption of Declaration. After the adoption and recording of this Declaration by the first Included Unit, each Eligible Unit may adopt this Declaration by recording an Annexation to the Declaration, which clearly identifies the property to be included, identifies this Declaration as recorded with the Yavapai County Recorder, and which bears the number of signatures required to amend the existing Declaration for such Eligible Unit.

6. Adoption by Townhouse or Condominium Developments. Present and future subdivisions which are entirely within the aggregate perimeter of Exhibits A through K, but which are not otherwise a part of Eligible or Included Units, shall be entitled to adopt this Declaration and become Included Units. The document of annexation shall provide for or refer to provisions necessary and appropriate to townhouses and condominiums, if applicable. Nothing herein shall require the Association to assume ownership, management or maintenance of townhouse or condominium common areas, or to provide additional services.

7. Notices. All notices, requests, demands or other communications to or upon the persons referred to herein shall be deemed to have been given or made when deposited in the United States mail, postage prepaid, addressed to the Owners at their most recent mailing address on file with the Association, or if no current address is available, to the Owners at their respective Lots, Tracts or Parcels. No other method of giving notice is precluded.

8. Severability. Invalidity of any one of these covenants or restrictions shall not affect any other provisions, which shall remain in full force and effect.

9. Contents. This Declaration consists of twelve (12) numbered pages, including this page, but not including all other signature pages, and includes Exhibits A through K, inclusive, the provisions of which are a part of the Declaration, as though fully set out in these twelve pages.

IN WITNESS WHEREOF, the undersigned, being all of the owners of the designated Lots in Prescott Country Club, have hereunto set their hands this 29 day of March, 1989.

Pearl Vivian Falberg Elverna L. Falberg

AKA Elverna L. Podolski

State of Arizona)
County of Yavapai)

Before me, this 29 day of March, 1989, personally appeared Pearl Vivian Falberg, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that she executed the same for the purposes contained therein.

Will P. Stuenkel

Notary Public

Expires 4-29-93 **SEAL**

State of Arizona)
County of Yavapai)

Before me, this 29 day of March, 1989, personally appeared Pearl Vivian Falberg, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that she executed the same for the purposes contained therein.

Will P. Stuenkel

Notary Public

Expires 4-29-93 **SEAL**

_____, being all of the Owners of Lot 24 Prescott Country Club Mobile Unit One, do hereby elect as follows:

1. We, shall be Members of the P.C.C. Property Owners Association in the event the attached Declaration is adopted by the Owners of Mobile Unit One.

Pearl Vivian Falberg Elverna L. Falberg