

INDEXED

DECLARATION OF RESTRICTIONS
AFFECTING
"DEARING PARK"

KNOW ALL MEN BY THESE PRESENTS:

That YAVAPAI TITLE COMPANY, an Arizona Corporation, as Trustee, being the owner of all of the following described premises, situated within the County of Yavapai, State of Arizona, to-wit:

Lots One (1) to Thirty-eight (38), inclusive, DEARING PARK, per map recorded in Book 12 of Maps, page 7, in the office of the Yavapai County Recorder.

and desiring to establish the nature of the use and enjoyment thereof, does hereby declare said premises subject to the following express conditions and stipulations as to the use and enjoyment thereof, to-wit:

1. All lots in said Dearing Park, exclusive of Lot 12, shall be known and described as residential building lots.
2. None of the lots may be used for business. Not more than one single family dwelling with garage and carport and one guest house shall be built upon any one lot. All single family dwellings on lots shall be no smaller than six hundred (600) square feet under the main roof excluding garages, carports, porches and terraces.
3. No galvanized metal roofing or siding shall be permitted on dwelling or outside buildings. No asphalt, composition, or plaster board siding shall be permitted on a surface of exterior walls. Exterior surface walls shall be of approved stone, masonry, frame, asbestos siding or building blocks. Chimney must have a spark arrester vent cap.
4. Each dwelling shall be constructed or assembled on said lot and shall be of new construction; and no buildings shall be moved from any other location onto any of said lots.
5. No building or improvement of any kind shall be erected on any lot nearer than 15 feet to any side lot line, except that, where surface terrain or shape of lot is not suitable for building construction within said limitations, a request for a variance shall be presented to, and approved by the owners of Lot 12, Dearing Park.
6. The burning of any consumable trash must be done in an approved incinerator.
7. No livestock or poultry permitted in subdivision (exception) horses that are kept for personal use that are kept in a corral and cats and dogs may be kept as household pets. No animals including livestock shall be maintained or bred for any commercial purpose, or in any manner which interferes with the use and enjoyment of any persons property by adjacent and adjoining property owners.
8. No noxious or offensive trade or activity shall be carried on in the subdivision, nor shall anything be done therein which may be or become a nuisance to the neighborhood.
9. There shall be no mining or prospecting on any of the lots in Dearing Park and no cutting of trees except for personal use on the premises or clearing for homesites. All mineral rights are reserved.

"Continued on page 2"

10. Each lot in Dearing Park may be resubdivided once, and all the restrictions herein shall apply to each lot resulting from resub-division in the same manner as applicable to platted lots.
11. Pending availability of public sewers, sewage disposal shall be effected by means of individual septic tanks, the type of tank, its construction, location on lot and tile disposal field shall be approved by the Yavapai County Health Department.
12. No mobil homes may be placed on any lot until approved in writing by the subdividers of said Dearing Park, as to size, condition and appearance. All mobil homes must be brought up to 600 square feet of space under roof. All cabanas or additions shall be constructed of aluminum siding, stone, masonry, frame, asbestos siding or building blocks. All awnings shall be of aluminum.

The foregoing restrictions and covenants run with the land and shall be binding on all persons owning any property in Dearing Park, until September 1, 1990, at which time said covenants shall be automatically extended for successive periods of ten years, unless by vote of a majority of the then owners of the said lots in said Dearing Park, it is agreed to change the said covenants in whole or in part.

If there shall be a violation or threatened or attempted violation of any of said covenants, conditions, stipulations, or restrictions, it shall be lawful for any person or persons owning any property in said Dearing Park to prosecute proceedings at law or in equity against the person or persons violating or attempting or threatening to violate any such covenants or restrictions, and either prevent him or them from so doing, or recover damages or other dues for such violation.

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

Nothing contained in this declaration shall impair or defeat the lien of any mortgage or deed of trust made in good faith and for value, but titles to any property subject to this declaration obtained through sale in satisfaction of any such mortgage or deed of trust shall thereafter be held subject to all of the protective restrictions hereof.

IN WITNESS WHEREOF, YAVAPAI TITLE COMPANY, an Arizona Corporation, as Trustee, has herunto caused its corporate name to be signed and its corporate seal to be affixed and the same to be attested by the signatures of its duly authorized officers this 1st day of June, 1968.

YAVAPAI TITLE COMPANY, an
Arizona Corporation, as Trustee

BY: Frank B. Kelly
FRANK B. KELLY, President

ATTEST:

BY: Walter F. Serrano
WALTER F. SERRANO, Assistant-Secretary

Continued on page 3"

STATE OF ARIZONA)

COUNTY OF YAVAPAI) ss.

On this the 1st day of June, 19 68, before me, the undersigned Officer, personally appeared FRANK B. KELLY and WALTER F. SERRANO, who acknowledged themselves to be the President and Assistant-Secretary, respectively, of YAVAPAI TITLE COMPANY, an Arizona Corporation, and also that they, as such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as President and Assistant-Secretary, respectively.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Herbert A. Wadsworth
Notary Public



I do hereby certify that the within instrument was filed and recorded at the request of _____
 on _____ A.D. 1971 at _____ M. Bank 664 Official Records

Page 341-342-343 Records of Yavapai County, Arizona.

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

NORMA R. MARGUAT, County Recorder

By _____ Deputy

DECLARATION OF RESTRICTIONS
 AFFECTING
 "DEARING PARK UNIT TWO"

KNOW ALL MEN BY THESE PRESENTS:

That YAVAPAI TITLE COMPANY, an Arizona Corporation, as Trustee, being the owner of all of the following described premises, situated within the County of Yavapai, State of Arizona, to-wit:

Lots Thirty-Nine (39), to Forty-Nine (49), inclusive, DEARING PARK UNIT TWO, per map recorded in Book 15 of Maps, page 50, in the Office of the Yavapai County Recorder,

and desiring to establish the nature of the use and enjoyment thereof, does hereby declare said premises subject to the following express conditions and stipulations as to the use and enjoyment thereof, to-wit:

1. All lots in said Dearing Park Unit Two, shall be known and described as residential building lots.
2. None of the Lots may be used for business. Not more than one single family dwelling with garage and carport, and one guest house shall be built upon any one lot. All single family dwellings on lots shall be no smaller than six hundred (600) square feet under the main roof excluding garages, carports, porches and terraces.
3. No galvanized metal roofing or siding shall be permitted on dwelling or outside buildings. No asphalt, composition, or plaster board siding shall be permitted on a surface of exterior walls. Exterior surface walls shall be of approved stone, masonry, frame, asbestos siding or building blocks. Chimney must have a spark arrester vent cap.
4. Each dwelling shall be constructed or assembled on said lot and shall be of new construction; and no buildings shall be moved from any other location onto any of said lots.
5. No building or improvement of any kind shall be erected on any lot nearer than 15 feet to any side lot line, except that, where surface terrain or shape of lot is not suitable for building construction within said limitations, a request for a variance shall be presented to, and approved by the owners of Lot 12, Dearing Park.
6. The burning of any consumable trash must be done in an approved incinerator.
7. No livestock or poultry permitted in subdivision (exception) horses that are kept for personal use that are kept in a corral and cats and dogs may be kept as household pets. No animals including livestock shall be maintained or bred for any commercial purpose, or in any manner which interferes with the use and enjoyment of any persons property by adjacent and adjoining property owners.
8. No noxious or offensive trade or activity shall be carried on in the subdivision, nor shall anything be done therein which may be or become a nuisance to the neighborhood.
9. There shall be no mining or prospecting on any of the lots in Dearing Park Unit Two and no cutting of trees except for personal use on the premises or clearing for homesites. All mineral rights are reserved.

"Continued on page 2"

10. Each lot in Dearing Park Unit Two may be resubdivided once, and all the restrictions herein shall apply to each lot resulting from re-subdivision in the same manner as applicable to platted lots.
11. Pending availability of public sewers, sewage disposal shall be effected by means of individual septic tanks, the type of tank, its construction, location on lot and tile disposal field shall be approved by the Yavapai County Health Department.
12. No mobil homes may be placed on any lot until approved in writing by the subdividers of said Dearing Park, as to size, condition and appearance. All mobil homes must be brought up to 600 square feet of space under roof. All cabanas or additions shall be constructed of aluminum siding, stone, masonry, frame, asbestos siding or building blocks. All awnings shall be of aluminum.

The foregoing restrictions and covenants run with the land and shall be binding on all persons owning any property in Dearing Park Unit Two, until September 1, 1990, at which time said covenants shall be automatically extended for successive periods of ten years, unless by vote of a majority of the then owners of the said lots in said Dearing Park Unit Two, it is agreed to change the said covenants in whole or in part.

If there shall be a violation or threatened or attempted violation of any of said covenants, conditions, stipulations, or restrictions, it shall be lawful of any person or persons owning any property in said Dearing Park Unit Two to prosecute proceedings at law or in equity against the person or persons violating or attempting or threatening to violate any such covenants or restrictions, and either prevent him or them from so doing, or recover damages or other dues for such violation.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in nowise effect any of the other provisions, which shall remain in full force and effect.

Nothing contained in this declaration shall impair or defeat the lien of any mortgage or deed of trust made in good faith and for value, but titles to any property subject to this declaration obtained through sale in satisfaction of any such mortgage or deed of trust shall thereafter be held subject to all of the protective restrictions hereof.

IN WITNESS WHEREOF, YAVAPAI TITLE COMPANY, an Arizona Corporation, as Trustee, has hereunto caused its corporate name to be signed and its corporate seal to be affixed and the same to be attested by the signatures of its duly authorized officers this 30th day of April, 1971.

YAVAPAI TITLE COMPANY, an
Arizona Corporation, as Trustee

BY: FRANK B. KELLY, President

ATTEST:

BY: WALTER F. SERRANO, Assistant-Secretary

"Continued on page 3"

STATE OF ARIZONA }
COUNTY OF YAVAPAI } ss.

On this the 30th day of April, 1971, before me, the undersigned officer, personally appeared FRANK B. KELLY and WALTER F. SERRANO, who acknowledged themselves to be the President and Assistant-Secretary, respectively, of YAVAPAI TITLE COMPANY, an Arizona Corporation, and also that they, as such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as President and Assistant-Secretary, respectively.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Robert J. Widdowell
Notary Public

MY COMMISSION EXPIRES:

9-27-73