

STATE OF ARIZONA, County of Yavapai--

2320

GUARANTEE TITLE & TRUST CO.

I do hereby certify that the within instrument was filed and recorded at the request of
M. Book 249 Official Records

of Book 2

Page 166-169

AD. 1962 at 8:50
Records of Yavapai County, Arizona.

FRANK O. BAUER, County Recorder.

By *[Signature]* Deputy

INDEXED

DECLARATION OF RESTRICTIONS

HIGHLAND PINES, PLAT "D"

KNOW ALL MEN BY THESE PRESENTS:

That PHOENIX TITLE AND TRUST COMPANY, an Arizona corporation, as Trustee, being the owner of all of the following described premises, situate within the County of Yavapai, State of Arizona, to-wit:

Lots One (1) to Thirty-Two (32), inclusive, HIGHLAND PINES, PLAT "D", according to the plat of record in the Office of the County Recorder of Yavapai County, Arizona, in Book 249 of Maps, page 166-169 thereof;

and desiring to establish the nature of the use and enjoyment thereof, does 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:

1. All lots in HIGHLAND PINES, PLAT "D" shall be known and described as residential lots.
2. All structures on said lots shall be of new or approved construction.
3. No garage or other building whatsoever shall be erected on

struction.

3. No garage or other building whatsoever shall be erected on any of said lots until a dwelling house shall have been erected or until a contract with a reliable and responsible contractor shall have been entered into for the construction of a dwelling which shall comply with the restrictions as herein contained. Prior to the erection or after the erection of such dwelling house, no garage or other outbuilding shall be used for residential purposes; provided, however, that this restriction shall not prevent the inclusion of guest or servant quarters in such garage or other outbuilding.

4. (a) Lot owners can use their lots for camping during the first three (3) years from purchase date, provided proper sanitary and health regulations are maintained. Such sanitary facilities must be approved by HIGHLAND PINE PROPERTIES, INC. or its nominee. After which time all restriction requirements must be adhered to.

(b) No structure shall be erected, altered, placed, or permitted to remain on any of said lots other than one detached single-family dwelling and a private garage except for lots 24, 26, 28, and 30; which shall be known and described as duplex lots and shall contain one two-family dwelling per lot. All other restrictions pertaining to one-family dwellings also apply to lots 24, 26, 28, and 30.

5. No dwelling house having less than 500 square feet of living area, exclusive of open porches, pergolas or attached garage, if any, shall be erected, permitted, or maintained on any of said lots.

6. All dwellings used for residential purposes shall install water flush toilets, and all bathroom, toilets or sanitary conveniences shall be inside the buildings permitted hereunder. Until such time as sewers may be available, all bathrooms, toilets or sanitary conveniences shall be connected to septic tanks and cesspools constructed in accordance with requirements and standards of County and State laws, rules and regulations and in accordance with sound engineering, safety, and health practices.

7. No structures of any kind shall be erected on the easements reserved for public utilities, as shown on the said Plat of HIGHLAND PINES, PLAT "D".

8. Outside of personal pets, arrangements for approval must be made with the HIGHLAND PINE PROPERTIES, INC. concerning all livestock or poultry which shall be kept on any of said lots, and no store, office, or other place of business of any kind, and no hospital, sanitarium, or other place for the care or treatment of the sick or disabled, physically or mentally, nor any theater, saloon, or other place of entertainment shall ever be erected or permitted upon any of said lots or any part thereof. No business of any kind or character whatsoever, whether of a type previously mentioned or any other type, shall be conducted in, on, or from any residence or building on said lots.

9. No structure shall be commenced or erected on any of said lots until the design and location of such structure and the kind of materials to be used in such structure have been approved in writing by HIGHLAND PINE PROPERTIES, INC. or their nominee.

10. None of said lots shall be resubdivided into smaller lots not conveyed or encumbered in less than the full original dimension of such lot as shown by the plat of HIGHLAND PINES, PLAT "D", except for public utilities, provided that this restriction shall not prevent the conveyance or encumbrance of adjoining or contiguous lots or parts of lots in such a manner as to create parcels of land in a

9. No structure shall be commenced or erected on any of said lots until the design and location of such structure and the kind of materials to be used in such structure have been approved in writing by HIGHLAND PINE PROPERTIES, INC. or their nominee.

10. None of said lots shall be resubdivided into smaller lots nor conveyed or encumbered in less than the full original dimension of such lot as shown by the plat of HIGHLAND PINES, PLAT "D", except for public utilities, provided that this restriction shall not prevent the conveyance or encumbrance of adjoining or contiguous lots or parts of lots in such a manner as to create parcels of land in a common ownership having the same or a greater street frontage than the street frontage shown in the plat of HIGHLAND PINES, PLAT "D", for anyone of the lots portions of which are so conveyed or encumbered or having a less area than any one of the lots portions of which are so conveyed or encumbered. Thereafter, such parts of adjoining or contiguous lots in such common ownership shall for the purposes of these restrictions, be considered as one lot. Nothing herein contained shall prevent the dedication or conveyance of portions of lots for public utilities, in which event the remaining portion of any such lots shall, for the purpose of this provision, be treated as a whole lot.

11. All outside fires whether for cooking, camping, trash burning, and any other purpose, shall be considered as hostile and dangerous and are for the safety of the owners and neighbors not permitted unless confined to a well built and protected fireplace or incinerator. The HIGHLAND PINE PROPERTIES, INC. or nominee will decide, if necessary, whether such construction is adequate for the general safety of all.

12. All fireplace chimneys and outlets from stoves, heating appliances and outside fire boxes, must be protected from flying sparks by capping or screening.

13. The storage, collection, disposal and removal of all debris, garbage and trash must be arranged for with the HIGHLAND PINE PROPERTIES, INC. or with an established service permitted to charge a fee as recommended by the State or County Health Agent.

14. All residential lots as shown on HIGHLAND PINES, PLAT "D" are restricted from permanent house trailers, however, a three (3) year allowance period from purchase date, during construction, will be allowed if proper sanitary and health regulations are maintained. The HIGHLAND PINE PROPERTIES, INC. or nominee will decide, if necessary, as to the proper sanitary and health regulations.

15. There shall be no indiscriminate use of firearms anywhere on the HIGHLAND PINE PROPERTIES except with direct permission from the HIGHLAND PINE PROPERTIES, INC. or nominee for use of said firearms at a specified location. This requirement is necessary because of the hazards natural to the type of terrain.

The foregoing restrictions and covenants run with the land and shall be binding on all persons owning any of said lots in HIGHLAND PINES, PLAT "D", until January 1, 1992 at which time said covenants shall be automatically extended for successive periods of ten years each, unless by a vote of a majority of the then owners of the lots in said HIGHLAND PINES, PLAT "D" it is agreed to change the said covenants in whole or in part.

Deeds of conveyance of said property, or any part thereof, may contain the above restrictive covenants by reference to this deed, or here, but whether or not such reference is made, in such deeds, or any thereof, each and all of such restrictive covenants shall be valid and binding upon the respective grantees. Violation of any one or more of such covenants may be restrained by any court of competent jurisdiction against such violator.

shall be authorized by a majority of the then owners of the lots each, unless by a vote of a majority of the then owners of the lots in said RIGHLAND PINES, PL... It is agreed to change the said covenants in whole or in part.

Deeds of conveyance of said property, or any part thereof, may contain the above restrictive covenants by reference to this deed, or any thereof, each and all of such restrictive covenants shall be valid and binding upon the respective grantees. Violation of any one or more of such covenants may be restrained by any court of competent jurisdiction and damages awarded against such violator, provided, however, that 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.

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

IN WITNESS WHEREOF, the PHOENIX TITLE AND TRUST COMPANY, as Trustee, has caused its corporate name to be signed and the corporate seal to be affixed, and the same to be attested by the signature of its duly authorized officer, on this, the 7 day of February, 1939.

PHOENIX TITLE AND TRUST COMPANY, as Trustee

By [Signature]
Trust Officer

STATE OF ARIZONA)
County of Maricopa) ss.

Before me this 23 day of February, 1962, personally appeared K. D. MATTHEW, who acknowledged himself to be a Trust Officer of the PHOENIX TITLE AND TRUST COMPANY and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation as Trustee by himself as such officer.

Phyllis J. Bennett
Notary Public



My Commission will expire: 9-10-65