

City of Prescott  
Interoffice Mail

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Yavapai County, Arizona  
Patsy Jenney-Colon, Recorder  
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WESTERN ENTERPRISES LLC  
RECORDING FEE 7.00  
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## Pinon Oaks Unit 4 Phase 3

### DECLARATION OF RESTRICTIONS

This Declaration made and dated this 20th day of February, 2004, by CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, as Substituted Trustee under its Trust No. 36001 (original trust agreement dated May 25<sup>th</sup>, 1999), being the legal owner of all the following described premises situated in the County of Yavapai, State of Arizona, to-wit:

Lots 531 to 587 inclusive, Pinon Oaks Unit 4 Phase 3, according to the plat of record in the office of the County Recorder of Yavapai County, Arizona in Book 49 of Maps, Page 87 thereof.

Whereas, said declarant is about to convey parcels of said real property shown on said Map and desires to subject the same to certain restrictions, conditions, covenants and agreements as hereinafter set forth in furtherance of a general plan for the improvement of said tract;

Now, therefore, the undersigned owner of the hereinabove described property hereby declares that said property is held and shall be conveyed subject to restrictions, conditions, covenants, charges and agreements set forth in this Declaration, to-wit;

**1. Land Use and Building Type:** No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed 24 ft. above the highest elevation on the lot, a private garage and one guest house when permitted by the Architectural Committee and City of Prescott Planning & Building Department regulations.

No business, trade, or manufacturing of any nature or description shall be carried on or transacted on any portion of said property nor shall any part of said premises be used as a hospital or sanitarium or other place for hire for the care or entertainment of persons suffering from any disease or disability whatsoever.

The use and building of any and all structures shall comply with the use, density district and general provisions of the City of Prescott and Yavapai County Planning and Building Ordinance. Where there are conflicts between said ordinance and these Restrictions, the most restrictive provisions apply.

**2. Architectural Control:** No building or structure shall be commenced, erected, placed or altered on any lot until a plot plan showing the location of the structure, construction plans and specifications, and a landscaping plan have been submitted for and approved by the Architectural Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Refer to the Pinon Oaks Architectural Guidelines for standards, which are incorporated herein by this reference. Such guidelines may be amended without notice and such amended guidelines shall govern. All houses must have a tile roof (including decks, patios and porches). All exterior posts (columns) must be a minimum of 12 inches in diameter in appearance in the rear of the home and 16 inches in diameter in appearance in the front of the home. Garbage cans must be stored out of sight.

**3. Size:** The floor area of the dwelling, exclusive of porches, garages, and patios, shall be not less than 1800 square feet unless otherwise approved by the committee. No prefabricated building or other structure of any nature whatsoever, permanent or temporary, shall be moved or placed upon or assembled or otherwise maintained on any lot, provided, however that a temporary trailer office, tool shed, or construction material storage may be maintained upon any lot or lots by any building contractor for the purpose of erecting dwellings on any lot or lots, but such temporary structures and materials shall be removed at completion of construction. In some instances a conditional use permit may be required by Yavapai County.

**4. Building Location:** No building shall be located on any lot nearer than twenty-five (25') feet from the front and rear property line, nor closer to the side lot line than seven (7') feet. On a corner lot, the side yard setback shall be fifteen (15') feet along the side street lot line. A garage or storage room attached to the walls of the dwelling must meet the above setbacks. Detached garages and other permitted accessory buildings must meet the appropriate government jurisdiction requirements. In the event an owner acquires a portion of any adjoining lot or lots, the foregoing measurements shall be made from each owner's side property lines rather than from the side lot lines indicated on said recorded map or plat. None of said lots shall be resubdivided into smaller lots. Nothing herein contained shall prevent the dedication or conveyance of portions of lots for public utilities, in which event the remaining portion of any lot shall, for the purpose of this provision, be treated as a whole lot.

**5. Fences:** There shall be no fencing except for specific purposes such as privacy screening, child containment, animal control, or architectural effect. Plans showing the length, height, design, material, finishes, and colors of fences must be submitted to and approved in writing by the committee. To maintain open views, perimeter fences surrounding the entire property will not be approved.

**6. Easements:** Easements, as indicated upon the recorded map of this subdivision, are reserved for the installation and maintenance of public service utilities and other uses for public or quasi-public good. No building shall be placed upon such easements or interference be made with the free use of the same for the purpose intended.

7. **Nuisances:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.
8. **Temporary Structures:** No structure of a temporary character, such as a trailer, basement, tent, shack, garage, barn or other outbuilding, shall be used on any lot at any time as a residence either temporarily or permanently.
9. **Signs:** No sign of any kind shall be displayed to the public view on any lot except one sign of not more than four (4) square feet, advertising the property for sale or rent, or as approved by the Architectural Committee, or as placed by the developer during the period of development of this subdivision.
10. **Mail Boxes:** Mail boxes should reflect the design and exterior materials of the approved home.
11. **Livestock and Poultry:** No livestock, poultry or fowl of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for commercial purposes. All pets off the lot(s) must be on a leash.
12. **Garbage and Refuse Disposal:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean, sanitary condition and stored out of view except on trash collection days.
13. **Oil and Mining Operations:** No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.
14. **Sight Distance at Intersections:** No fence, wall, hedge, tree or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways, shall be permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. No obstruction shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
15. **Completion of Construction:** Any building in this subdivision, the construction of which has been started, shall be completed without delay, except when such delay is caused by act of God, strikes, actual ability of the owner to procure delivery of necessary materials, or by interference by other persons or forces beyond the control of the owner to prevent. Financial inability of the owner or his contractor to secure labor or materials or discharge liens or

attachments shall not be deemed a cause beyond his control. Houses are to be finished in not more than 8 months from start of construction.

**16. Care of Properties:** All vacant lots in this subdivision shall be at all times kept free of rubbish and litter. The yards and grounds of all improved properties shall be at all times kept in a neat and slightly condition and shall be landscaped and planted to any extent sufficient to maintain an appearance not out of keeping with that of typical improved properties of this subdivision. During prolonged absence, owner of said lot agrees he will arrange for the care of the property during such absence. In the event a lot owner does not maintain his lot in a neat and slightly condition, any neighbors, acting in concert, may have said lot cleaned up and upon refusal to pay within thirty (30) days from date upon filing an affidavit that said owner refuses to maintain said lot in a neat and slightly condition, may file said affidavit in the Office of the Yavapai County Recorder, State of Arizona, stating the amount therein and to whom it was paid and the date and such amount shall constitute a lien against the lot.

**17. Drainage Easement:** Purchaser shall not at any time hereafter fill, block, or obstruct any drainage easements and drainage structures on the demised premises, nor shall purchaser cause or suffer to be erected on the demised premises any building or obstruction for the purpose, directly or indirectly, of obstructing, blocking or filling any such drainage easement or drainage structure, and purchaser agrees to make, and forever to repair and maintain, all such drainage easements and drainage structures on the demised premises, making good nevertheless at his own expense, all damage which may be caused to the said drainage easements and structures on the demised land, and purchaser agrees to repair at his own expense, all damage to any structure or material which may be caused directly or indirectly, by his obstructing, blocking, or filling any such drainage easements.

**18. Architectural Control Committee:** The Architectural Control Committee shall be composed of three members. Initially, the Committee shall be composed of D. Boyce Bryce, Marilyn Bryce and Dan Harwood. The Committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant, nor shall the members be liable in any manner for structural defects in any approved structures, nor for their refusal to approve any structure, plan or proposed improvements on any lot. The lot owner or builder shall deposit the sum of \$500 with the Committee at the time the plans are approved. \$75 of said money shall be non-refundable, which goes to verification of compliance. The remainder of said money is refundable, upon completion, provided the lot owner/builder is in compliance and the Committee didn't have to pay anyone to clean up or maintain the property, or surrounding properties, of excess materials, waste or debris.

**19. Approval Procedure:** The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion hereof, approval will not be required and the related covenants shall be deemed to

have been complied with. Owner/Builder shall provide a return stamped envelope along with the plans submitted for approval.

**20. Abandoned or Inoperable Vehicles:** No vehicle of any type which is abandoned or inoperable shall be stored or kept on any lot within the subdivision in such a manner as to be seen from any other lot or streets within this subdivision.

**21. Repair, Maintenance, and Storage of Vehicles:** No repair or maintenance work shall be performed on any motor vehicle or other piece of equipment except wholly inside a garage. No recreational vehicles, boats, trailers, etc. shall be parked on any lot or street, except within an approved enclosure; this includes vehicles not used on a daily basis. Enclosure shall be a minimum of 6 feet high and finished in the same type of material that the house is finished in or as approved by the Architectural Committee.

**22. Natural Environment:** The natural trees and shrubs are one of the development's major attractions. Every lot owner shall do everything possible to preserve them. In the event trees must be cut, they must be approved by the committee in writing. Lot owners are encouraged to replace all cut trees in their landscaping plan and development.

**23. Landscaping:** A landscape plan must be submitted to the Architectural Committee within two (2) months of occupancy of the house. Plastic underlay will not be allowed under the landscape material; this is to prevent material from being washed onto the streets and to prevent excess water runoff. Landscape material used as cover shall be a minimum size of ¼ inch. All landscaping must be completed within six (6) months of occupancy of the house.

**24. Trash:** A dumpster or approved container must be located on each lot during construction. All trash and excess material shall be contained and organized in an orderly manner so as not to be offensive to the neighbors.

**25. Obstructive Materials:** Firewood, repair materials, storage, lawn and garden tools and equipment, and other temporary or permanent equipment must be screened or stored completely invisible from the streets and other homes. Air conditioners and coolers must not be mounted on the roof unless completely out of sight. No visible T.V. antennas will be allowed. Ham radio towers must be of the electrically, or automatically, raised type for use, and lowered from view when not in use. Ham radio towers must be approved by the Committee. All satellite dishes of more than 3 feet in diameter are prohibited, unless hidden from public view. Any and all satellite dishes must be approved by the Committee.

**26. Terms:** These covenants are to run with the land and shall be binding on the undersigned and all of its successors in title, interest or possession in all and every part of said premises for 25 years, and thereafter said covenants shall be automatically extended for successive periods of ten (10) years, unless and until the developers or the owners of a majority of the lots affected hereby amend or revoke the same by written instrument, duly acknowledged, and recorded.

27. **Deeds:** Deeds of Conveyance of all or any of said lots shall incorporate by reference all of the provisions contained in this document. However, whether or not recited in the deeds of conveyance, these restrictions, shall be binding on every owner of every lot in the subdivision.

28. **Enforcement:** If the owner or possessor of any lot subject to these restrictions shall violate, or attempt to violate, any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said tract to prosecute any proceeding at law or in equity against the person or persons violating, or attempting to violate, any such covenants and either to prevent him/her or them from so doing or to recover damages for such violation, or both.

29. **Subordination:** Nothing contained in this declaration shall be held to invalidate the lien of any mortgage or deed of trust prior to foreclosure, provided, however, that any purchaser at any mortgage foreclosure sale or sale under deed of trust shall hold title subject to all the provisions hereof

30. **Severability:** Invalidation of any one of these covenants by judgment or court order shall in no wise affect 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.

31. **Future Units:** Pinion Oaks Development, L.L.C. reserves the right to expand the project through the comparable development of adjacent land and incorporate said expansion land within this Declaration by specific reference thereto. Any such expansion shall be subject to all the terms and conditions of these restrictions.

In Witness Whereof, the aforesaid owner has executed this Declaration of Restrictions this 20th day of February, 2004 by its proper and duly authorized officer.

PINION OAKS DEVELOPMENT, L.L.C.,  
An Idaho Limited Liability Company  
(Trust Beneficiary)

By 

CHICAGO TITLE INSURANCE COMPANY,  
a Missouri corporation, as Substituted Trustee  
under its Trust No. 36001

By   
Mark F. Cheney, Trust Officer

STATE OF ARIZONA

COUNTY OF YAVAPAI

On this the 26th day of February, 2004, before me, the undersigned official, personally appeared D. Mark Prince, who declared himself to be the Agent for PINION OAKS DEVELOPMENT, L.L.C., and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In witness whereof I have hereunto set my hand and official seal.

My Commission expires:



*Mandeef K. Haidar*  
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Notary Public

STATE OF ARIZONA

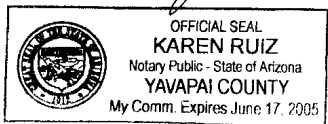
COUNTY OF YAVAPAI

On this the 20th day of February, 2004, before me, the undersigned official, personally appeared Mark F. Cheney, who showed me a copy of the Trust and all amendments and acknowledges himself to be the Trust Officer for CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, as Substituted Trustee under its Trust No. 36001, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In witness whereof I have hereunto set my hand and official seal.

My Commission expires:

June 17, 2005



*Karen Ruiz*  
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Notary Public