

STATE OF ARIZONA, County of Yavapai—ss.

9442

GUARANTEE TITLE & TRUST CO.

I do hereby certify that the within instrument was filed and recorded at the request of  
on Aug 31 A. D. 1960 at 1:15 o'clock PM M. Book 196 Official Records  
Page 277 & 278 Records of Yavapai County, Arizona.

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

FRANK C. BAUER, County Recorder.

By Hermine Trumbach Deputy

DECLARATION OF RESTRICTIONS

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INDEXED

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) through Twenty-eight (28), inclusive, PONDEROSA PARK No. 2, according to the plat of record in the office of the Yavapai County Recorder in Book 7 of Maps, page 87.

AND WHEREAS, the Trustee has subdivided said protected area to sell lots and building sites therein, subject to certain protective restrictions, conditions, limitations, reservations and covenants, herein referred to as "protective restrictions" in order to insure the most beneficial development of said area mainly as a residential subdivision and to prevent any such use thereof as might tend to diminish the valuable or pleasurable enjoyment thereof.

NOW, THEREFORE, said Trustee hereby declares that said protective restrictions are hereby imposed on said protected area, and are as follows, to-wit:

1. That the Grantee or Grantees, under any conveyance, shall not at any time conduct, or permit to be conducted, on said premises any trade or business of any description, nor shall any lot be used for any other purpose whatsoever except for the purpose of establishing a water development company to serve the PONDEROSA PARK NO. 2 or for a single-family dwelling unit.
2. No dwelling shall have a ground floor area less than 400 square feet exclusive of garages, porches, and terraces not under the main roof. Valuation of dwelling must be \$2,500.00 or more exclusive of land cost. No unpainted galvanized metal roofing shall be permitted on dwelling. 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, stucco or building blocks. Chimney must have a spark arrester vent cap.
3. No more than one single-family dwelling with garage or carport, and one guest house shall be built upon any one lot. A guest house as used in this protective restriction is defined as any small structure used exclusively for extending the lodging accommodations for the owner's family or guests, but not including a kitchen or cooking facilities.
4. No building or improvement of any kind shall be erected on any lot nearer than twenty(20) feet to the front lot line, nor nearer than five (5) feet to any side line. (exception) Surface terrain not suitable for construction with the given area, subject to approval by United Development Company.
5. No lots shall be resubdivided into building plots.
6. Pending availability of public sewers, sewage disposal shall be affected by means of individual septic tanks to be approved by Health Officer of Yavapai County.
7. 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.

8. No livestock or poultry shall be permitted in said subdivision.

9. The foregoing protective restrictions shall be binding on all the parties and all persons claiming under them for a period of twenty-five (25) years from August 1, 1960, at which time said protective restrictions shall automatically be renewed for an additional period of twenty-five (25), years, unless 75% or more of the owners of record, at that date agree in writing to changes and said changes are made in a lawful manner.

10. That each and all of the protective restrictions shall be enforceable by injunction or by other form of action available to the parties aggrieved, or United Development Company or its successors in interest; 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 or any part thereof.

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

IN WITNESS WHEREOF, the PHOENIX TITLE AND TRUST COMPANY, 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 August, 1960.



PHOENIX TITLE AND TRUST COMPANY, AS TRUSTEE

By

*[Signature]*  
Ass't Vice President

Attest

*[Signature]*  
Ass't Secretary

STATE OF ARIZONA )  
                          ) ss.  
County of Maricopa )

On this, the 30th day of August, 1960, before me, the undersigned officer, personally appeared B. A. Vitek and B. W. O'Brien who acknowledged themselves to be the Assistant Vice President and Assistant Secretary respectively, of PHOENIX TITLE AND TRUST COMPANY, a corporation, and 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, as Trustee, by themselves as such officers respectively.

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



*[Signature]*  
Notary Public

My commission expires: 1-8-64