

STATE OF ARIZONA, County of Yavapai

6133

I do hereby certify that the within instrument was filed and recorded at the request of GUARANTEE TITLE & TRUST CO.  
on June 14 AD. 1962 at 10:00 o'clock A. M. Book 258 Official Records  
Page 424-425 Records of Yavapai County, Arizona.

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

FRANK C. BAUER, County Recorder

By *Paul L. Hill* Deputy

DECLARATION OF RESTRICTIONS

Trust No. 3508 KPM

NOW ALL MEN BY THESE PRESENTS:

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

Lots One (1) through Six (6) inclusive, PONDEROSA PARK NO. 3, according to the plat of record in the office of the Yavapai County Recorder in Book 9 of Plate, page 13.

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.

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 business purposes whatsoever except for the purpose of establishing a water development company to serve the PONDEROSA PARK NO. 3. Lots One (1), Two (2) and Three (3) may have not more than three single family dwelling units per lot, and Lots Four (4), Five (5) and Six (6) may have not more than six single family dwelling units per lot.

2. No dwelling shall have a ground floor area less than Four Hundred (400) square feet exclusive of garages, porches, and terraces not under the main roof. Valuation of each dwelling must be \$2,500.00 or more exclusive of land cost. No unprinted 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 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) If surface terrain is not suitable for construction within the given area, approval by United Development Company may allow a variance.

4. 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.

5. 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.

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

7. 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 May 1, 1962, 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.

BOOK 258 PAGE 424

102

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.

Deeds of conveyance of said property, or any part thereof, may contain the above restrictive covenants by reference to this document, 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 restricted by any court of competent jurisdiction and damages awarded against such violations, 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 such 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 7th day of June, 1962.



PHOENIX TITLE AND TRUST COMPANY, TRUSTEE

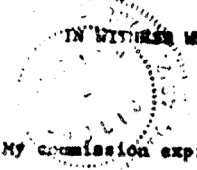
By [Signature]  
Assistant Vice President

Attest [Signature]  
Assistant Secretary

STATE OF ARIZONA )  
                          ) ss.  
County of Maricopa )

On this, the 7<sup>TH</sup> day of JUNE, 1962, before me, the undersigned officer, personally appeared D. W. O'BRIEN and MYRON C. HOWARD, who acknowledged themselves to be the Assistant Vice President and Assistant Secretary respectively, of PHOENIX TITLE AND TRUST COMPANY, an Arizona 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.



Phyllis J. Bernyk  
Notary Public

My commission expires: 9-10-65