

STATE OF ARIZONA, County of Yavapai—

I do hereby certify that the within instrument was filed and recorded at the request of

June 27 A.D. 1966 at 3:45 o'clock

Page 571-573 Records of Yavapai County, Arizona.

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

FRANK A. BAUER, County Recorder

*Frank A. Bauer* Deputy

TRANSAMERICA TITLE INS. CO.

Book 401 Official Records

INDEXED

RESTRICTIONS AFFECTING

RANCHO GRANDE ESTATES

KNOW ALL MEN BY THESE PRESENTS:

That Transamerica Title Insurance 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 1 to 23, inclusive, Rancho Grande Estates, per map recorded in Book 12 of Maps, Page 3 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 Rancho Grande Estates shall be known and described as residential building lots except the East one-half of lot 17 which will permit all retail businesses included in Business "A" zoning in the city of Prescott except the sale of alcoholic beverages.
2. No structure, including stables, corrals, wells, septic tanks and leach lines, shall be commenced or erected on any of said lots until the design and location of such structures and the kind of materials to be used in such structure have been approved by the Board of Directors of the Rancho Grande Estates or a representative appointed by the Board of Directors of the Rancho Grande Estates.
3. Each dwelling shall be constructed or assembled on said lot and shall be of new construction; and no other buildings shall be moved from any location on to any of said lots.
4. Not more than one single-family dwelling, with garage or carport, shall be built upon any one lot, unless said lot shall be resubdivided in accordance with restriction 6, below, in which event one single-family dwelling may be constructed upon each half lot, except East one-half of lot 17.
5. No building or improvement of any kind shall be erected on any lot nearer than 50 feet to the front line, nor nearer than 50 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 Board of Directors of Rancho Grande Estates, pursuant to restriction 2, above.
6. Each lot in Rancho Grande Estates may be resubdivided into not more than two lots, with each lot to have a minimum size of two acres.
7. Any building shall have a liveable floor area of not less than one thousand (1000) square feet. However, the Board of Directors of Rancho Grande Estates, or a representative appointed by the Rancho Grande Estates, may at its discretion, approve construction of such dwelling containing less than the above minimum floor area if they decide the architectural design of such proposed dwelling will not detract from the appearance and value of lots in said subdivision.

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8. 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. No cesspools or outside toilets shall be permitted. All wells, septic tanks and leach lines shall be constructed at least 50 feet from each lot line unless an exception therefor shall be granted by the Board of Directors of the Rancho Grande Estates, pursuant to Restriction 2, herein, upon petition of the property owner based upon the shape of his property, the terrain or topography of the land.
9. Only dogs, cats and other domestic household pets, and poultry for family use, shall be kept or maintained by any property owner, and livestock, which shall include horses and cattle, shall not exceed two (2) head per acre of property owned. All such livestock and poultry shall be kept within fences, and the fenced area shall be approved by the Board of Directors of the Rancho Grande Estates, pursuant to Restriction 2, above. No animals, including livestock and poultry, shall be maintained or bred for any commercial purpose or in any manner which interferes with the use and enjoyment of their property by adjacent and adjoining property owners.
10. No garage, basement, outbuilding, shack, barn, tent, trailer or temporary structure placed or maintained on any lot shall at any time be used or occupied as a dwelling, nor shall any structure of a temporary character be used as a dwelling, except that a trailer or camper may be occupied during construction and building operations but not exceeding 120 days.
11. No billboard or advertising shall be placed or maintained; PROVIDED, HOWEVER, that the Board of Directors, Rancho Grande Estates, its successors or assigns, may place or erect and maintain customary signs and offices for it or its accredited agents and such signs and offices may be moved from time to time to other locations. These restrictions do not apply to the East one-half of lot 17.
12. No noxious or offensive trade or activity shall be carried on, nor shall anything be done thereon which may be or become a nuisance to the neighborhood, and no property shall be used as a dumping ground for rubbish. Except conditions set forth pertaining to the East one-half of lot 17.

The foregoing restrictions and covenants run with the land and shall be binding upon all persons owning any property in Rancho Grande Estates until June 1, 1996, 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 Rancho Grande Estates, 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 Rancho Grande Estates 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 to prevent him or them from so doing or to 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 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.

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

IN WITNESS WHEREOF, TRANSAMERICA TITLE INSURANCE COMPANY, an Arizona corporation, 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 16th day of May, 1966.

TRANSAMERICA TITLE INSURANCE COMPANY  
an Arizona Corporation

By *Robert H. Newlon*  
Robert H. Newlon, Assistant Vice-President

ATTEST:

*Robert C. Weiss*  
Assistant Secretary

STATE OF ARIZONA }  
County of Yavapai } ss.

Before me, a Notary Public in and for said Yavapai County, Arizona, on this day personally appeared Robert H. Newlon and Robert C. Weiss, known to me to be the persons whose names are subscribed to the foregoing instrument as Assistant Vice-President and Assistant Secretary, respectively, of the said Transamerica Title Insurance Company, a corporation, and acknowledged to me that they executed the same for said Corporation for the purposes therein contained, being duly authorized so to do.

Given under my hand and seal of office this 27th day of June, 1966.

*[Signature]*  
Notary Public



Commission Expires: December 15, 1968.