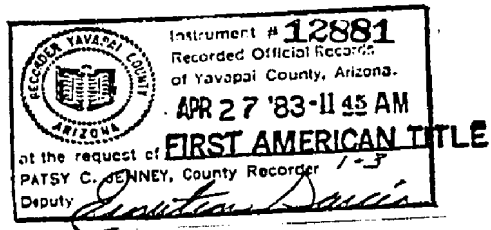


CEDAR HEIGHTS SUBDIVISION



DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That ROBERT J. CAMPBELL and MINDY G. CAMPBELL, husband and wife, being owners of all of the foregoing described premises, situate within the County of Yavapai, State of Arizona, to-wit:

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LOTS ONE (1) through SIXTEEN (16), CEDAR HEIGHTS according to the plat of record in the office of the Yavapai County Recorder in Book 3 of Maps, page 70.

and desiring to establish the nature and the use and enjoyment thereof, does hereby declare said premises subject to the following express covenants, conditions, and stipulations as to the use and enjoyment thereof, to-wit:

- 1) All lots are to be maintained as single-family residential lots only; no commercial or business dwelling of any nature will be permitted, EXCEPT AS FOLLOWS:

Any lot owner who is in the business of farming and ranching, may maintain his premises as a farming and ranching entity, providing he meets all construction and design requirements as more fully described in the following covenants. It is expressly not permitted, however, to maintain any type of business such as: cattle stock yards, meat cutting or meat packing plants, poultry farms or egg farms, dairy farms, pig or hog farms, or facilities such as riding stables, animal storage facilities for lease or rent to the public, any type of kennel or veterinary facility.

- 2) The dwelling requirements for single-family residences shall meet the following minimum structure requirements:

- A. 800 square feet of living area, or more.
- B. Construction shall be of standard design only. No mobile homes, trailers, or modular homes will be permitted.
- C. All homes must have complete sanitary facilities as governed by the State Health Department.

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- D. All construction of single family residences must be approved in writing by ROBERT J. CAMPBELL and MINDY G. CAMPBELL or their agent, according to design, construction plans, and material to be used, together with any necessary building permit to be secured from the principal governing authority.
- 3) Porches, additional rooms, carports, garages, storage rooms, well houses, barns, animal storage facilities, or equipment storage facilities must also be approved in writing prior to construction.
 - 4) Any fence to be placed on any lot must be approved in writing as to materials used and design prior to construction.
 - 5) All clothes lines shall be maintained at the rear of the single family residence.
 - 6) No washing machines or other appliances may be kept on the outside, and no construction machinery, dump trucks, backhoes, large bulldozers, blades, etc. will be permitted to be parked or stored on any lot, except during such period of building construction or lot improvement. Any junk cars, parts, equipment are strictly forbidden and shall not be moved on any lot at any time.
 - 7) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon, which may become an annoyance or nuisance to the community.
 - 8) All farm animals shall be kept clean and free of odor, insects, and disease. Any farm animals which do not meet this criteria and in turn create a nuisance to the community shall be removed immediately. All domestic animals and farm and ranch animals, alike shall be fenced or leashed at all times. No animals will be permitted to run wild within the subdivision.
 - 9) All lots, including landscaping and improvements thereon, shall be maintained and kept clean at all times. All waste, trash, or garbage that is being held for collection must be kept in enclosed containers at all times. In the event any lot or landscaping or improvements thereon is not maintained and kept clean in such a manner, in their sole discretion, ROBERT J. CAMPBELL and MINDY G. CAMPBELL or their agent, shall have the right to furnish labor and/or materials necessary to bring said lot, landscaping, or improvements up to a standard consistent with the community. In such event, the owner of any such lot shall pay to ROBERT J. CAMPBELL and MINDY G. CAMPBELL, or their agent, all direct and indirect costs and expenses incurred in furnishing labor and/or materials or having the same furnished to bring or maintain the lot, landscaping, or improvements up to the community standard.

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- 10) In the event of any violation or threatened violation of any of the covenants herein, ROBERT J. CAMPBELL and MINDY G. CAMPBELL, or their agent, or any owner of any lot in the subdivision may bring action at law or in equity, either for injunction, action for damages, or such other remedy as may be available. In the event such party recovers judgement against any person or persons for the violation or threatened violation of any of the covenants herein, such party shall also be entitled to recover from the violating party reasonable attorney's fees and court costs.
- 11) These covenants shall apply in full to any portion of or portions of property lying within said lots. Any landowner owning any portion of any lot located within Cedar Heights by reason of subdivision or splitting of said lots shall be responsible and subject to all of the provisions of these "Declaration of Restrictions".
- 12) The foregoing restrictions and covenants shall run with the land and be binding upon all landowners, their heirs and respective successors until January 1, 2025, at which time said covenants shall be automatically extended for successive periods of ten years each, unless by vote of a majority of the then landowners of the lots in Cedar Heights it is agreed to change the said covenants in whole or in part.
- 13) Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

DATED this 18th day of April, 1983.



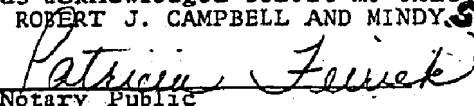
 ROBERT J. CAMPBELL



 MINDY G. CAMPBELL

STATE OF ARIZONA)
) ss.
 County of Maricopa)

This foregoing instrument was acknowledged before me this 18th day of April, 1983, by ROBERT J. CAMPBELL AND MINDY G. CAMPBELL.



 Notary Public

My commission expires:

11-6-86

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