

STATE OF ARIZONA, County of Yavapai—5348

I do hereby certify that the within instrument was filed and recorded at the request of Curtis C Young
on Feb 24 78 - 12 05 PM o'clock Book 1126 Official Records Page 73-Boards
Records of Yavapai County, Arizona. WITNESS my hand and official seal the day and year first above written.

PATSY C. JENNEY, County Recorder
By [Signature] Deputy

DECLARATION OF RESTRICTIONS



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cash

KNOW ALL MEN BY THESE PRESENTS:

That LOS PINOS ESTATES DEVELOPMENT CORP., an Arizona corporation,
being the owner of the following described premises situated
in the County of Yavapai, State of Arizona, to-wit:

Lots One to Fifty-two inclusive, Los Pinos
Estates, the plat of record in the office
of the County Recorder of Yavapai County,
Arizona, Book 20 of Maps, page 26, January
11, 1978.

and desiring to establish the nature of the use and enjoyment
thereof, does declare such premises and any other premises
reflected on any plat or plats entitled Los Pinos Estates
hereinafter recorded, unless specifically exempted on such
plat, subject to the following express covenants and restrictions
as to the use and enjoyment thereof, all of which are to be
construed as restrictive covenants running with the title to
such premises and with each and every part and parcel thereof.

1. Residential Use:

The lots in Los Pinos Estates are restricted to
single-family residential lots and no business activities of
any kind whatever shall be conducted on the premises. No
lot may contain a public or private driveway or road leading
to, or providing access to, any property not a part of Los
Pinos Estates. No structure whatever, other than one private,
single-family dwelling together with a private garage for not
more than three cars, a guest house for non-paying guests,
and servant quarters, shall be erected, placed or permitted to
remain on any of the lots. No store, office or other place

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of business of any kind, and no hospital, sanatorium or other place for the care or treatment of the sick or disabled, physically or mentally, nor any theatre, saloon or other place of entertainment, nor any church, school or nursery, shall be erected or permitted upon any of the lots, or any part thereof, and no business or commercial venture or enterprise of any kind or character whatever shall be conducted in or from any residence on the lots. The foregoing shall not be construed to prohibit the installation and maintenance of a sales office or model home for demonstration and use by sales personnel of Los Pinos Estates Development Corp., to be utilized only in connection with the sales of lots situated within Los Pinos Estates, or the installation and maintenance of any structures, including but not limited to water tanks, pressure tanks, booster pumps and transformers, necessary or incidental to the furnishing of utilities or other services to Los Pinos Estates as may be required by any governmental agency or authority having applicable jurisdiction thereof.

2. Division of Lots:

No lot shall be subdivided into smaller lots, nor conveyed or encumbered in less than the full original dimensions of such lot, except for purposes of the installation or maintenance of public utilities. Nothing herein contained shall prevent the dedication or conveyance of portions of lots for public utilities, in which event the remaining portion of any such lot shall, for the purpose of this provision, be treated as a whole lot. This restriction or any others contained herein shall not prevent the utilization of two or more contiguous lots having common ownership as a single building site.

3. Approval of Plans:

No structure or dwelling of any kind shall be commenced, erected or placed on any of said lots until the plans and

specifications, design and location of said structure and the kind of materials and exterior color scheme to be used in said structure have been approved in writing by the Architectural Committee appointed by Los Pinos Estates Development Corp., its successors or assigns. Plans must include all elevations of the dwelling, buildings or structures to be erected thereon with grades conforming to the site conditions. It shall be the general purpose of the Architectural Committee to provide for the maintenance of a high standard of architecture and general construction in such a manner as to enhance aesthetic properties and structural soundness. The Architectural Committee's decision to allow or deny the construction of any building, fence, patio, or other structure shall be final. Request for Architectural Committee's approval of the design, location and construction of any building or structure shall be submitted in writing, together with the plans or other information which the Architectural Committee may reasonably request, at least thirty (30) days prior to the date on which construction is to commence. In the event the Architectural Committee shall fail to approve or disapprove the design, location or the kind of materials to be used in such structure within thirty (30) days after receipt of a written request, approval thereof shall be deemed to have been given; provided, however, that the design, location and kind of materials and the buildings to be built on said lots shall not be violative of any of the restrictions contained in this Declaration. All buildings or structures erected on the premises shall be of new construction and all residences shall be constructed on the premises and not prefabricated elsewhere. All subsequent additions to or changes or alterations in any building, fence, wall or other structure, including exterior color scheme, shall be subject to the prior

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approval of the Architectural Committee. All decisions of the Architectural Committee shall be final, and no lot owner or other parties shall have recourse against the Architectural Committee for its refusal to approve any such plans and specifications or plot plans, including lawn area and landscaping. The Architectural Committee shall not be responsible for any structural defects in such plans or specifications or in any structure or building erected according to such plans and specifications, or any change in drainage resulting therefrom.

4. Size and Height:

No dwelling having less than one thousand (1,000) square feet of heated living area on at least one floor shall be permitted on any lot. No dwelling, building or structure on any lot shall be higher than two stories or exceed thirty feet in height.

5. Occupancy of Dwelling:

No lot shall be used for residential purposes prior to the time at least one water flush toilet is installed in the dwelling thereon or prior to the time the dwelling is serviced by water and sewer connections.

6. Completion of Construction:

All construction must be commenced within three (3) months from the date of approval by the Architectural Committee and all structures shall be completed within six (6) months from the commencement of construction. It shall be the responsibility of the lot owner or his agent to notify the Architectural Committee in writing of the starting and completion dates of construction.

7. Signs:

No billboards or advertising signs of any character shall be erected, placed or permitted to remain on any lot or improvement thereon. The foregoing shall not be construed to prohibit

(1) entry signs installed by Los Pinos Estates Development Corp., and (2) a 24" by 24" "For Sale" sign on a lot.

8. Laundry Drying Area and Outside Storage:

Any exterior laundry drying area shall be screened by trees, bushes, shrubbery or latticework so that the same is not visible from the adjoining lots or from the roadways. Unless written permission to the contrary is given by Los Pinos Estates Development Corp. or its designee, such screening for said laundry area and for wood piles, trash, garbage or waste shall be painted or stained so as to blend with the natural surroundings and the location design and height of such screening shall require the approval of the Architectural Committee or its designee.

9. Nuisances:

No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition, or that will be obnoxious to the eye; nor shall any animal, substance, thing or material be kept upon any lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the surrounding property. No burning of trash, rubbish, leaves, grass, yard clippings, garbage or other refuse shall be conducted on the premises.

10. Parking of Vehicles:

No trucks, busses, camping or house trailers, boats, campers, motor homes or vehicles, other than passenger automobiles shall be permitted on any lot other than in the course of making deliveries, provided that the same will be permitted if located within a completely enclosed garage within closed doors. No inoperable motor vehicles shall be permitted on any lot nor shall

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any motor vehicle be constructed, reconstructed or repaired on any lot, provided that the same will be permitted if stored, constructed, reconstructed or repaired within a completely enclosed garage with closed doors.

11. Pets:

No animals, birds or poultry shall be kept or maintained on any lot, except recognized household pets which may be kept thereon in reasonable numbers as pets for the pleasure and use of the occupants, and not for any commercial use or purpose. Any pets permitted out of doors or off any lot must be contained in an enclosure approved by the Architectural Committee or secured on a leash.

12. Tanks:

No tanks of any kind shall be erected, placed or permitted upon any lot unless same are kept screened by adequate planting or fencework, which must be approved by the Architectural Committee, to conceal the tank from neighboring lots or streets. The foregoing shall not be construed to prohibit the installation and maintenance of any structures, including but not limited to water tanks, pressure tanks, booster pumps and transformers, necessary or incidental to the furnishing of utilities or other services to Los Pinos Estates as may be required by any governmental agency or authority having applicable jurisdiction thereof.

13. Radio and Television Antennas:

Without prior written approval of the Architectural Committee, no exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any lot or upon any portion of the improvements to be located upon any lot.

14. Alterations and Improvements:

No residence, patios, patio fences, decks or other structures may be changed in their exterior design by enlarging,

remodeling, or in any other way without written permission from the Architectural Committee.

15. Drainage Easement:

No buildings, structures or fences whatsoever shall be constructed within the area of that portion of any lot that is subject to a drainage easement as reflected on any plat or plats of record entitled to Los Pinos Estates.

16. Maintenance:

Grantees of all lots shall maintain and keep in good repair their residences, the surrounding landscape and all improvements thereon.

17. Prohibited Access for Certain Lots:

Lots numbered 1, 4 and 5 are hereby prohibited from direct access to or from Copper Basin Road over or across the Southerly boundary lines of such lots. Access to Copper Basin Road for such lots shall be gained by utilization of such streets within the subdivision that will afford access to Copper Basin Road.

18. Waiver:

The Committee shall have the right to enter into agreements with the owners of any lot or lots (without the consent of the owners of adjoining or adjacent property) to deviate from those conditions, restrictions, covenants and stipulations herein set forth which refer to areas of improvements, easements, building plans, refuse disposal, clotheslines, service yards, storage piles, wood piles, tanks, native growth and terrain, and any such deviation which shall be manifested by agreement in writing shall not constitute a waiver of any such condition, restriction, covenant, stipulation or agreement as to the remaining lots in Los Pinos Estates and the same shall remain fully enforceable with respect to all other lots located in Los Pinos Estates.

19. Enforcement of Covenants:

Failure to enforce any of the covenants, stipulations and restrictions contained herein shall not, in any event, be construed or held to be a waiver thereof or consent to any further or succeeding breach of violation. Upon breach thereof or consent to any further or succeeding breach of violation. Upon breach or threatened breach of the covenants, stipulations or restrictions, or any of them, the Architectural Committee or anyone owning or having an interest in Los Pinos Estates may bring appropriate action in the proper court to enjoin or restrain violation or to compel compliance with the covenants or restrictions herein contained or to collect damages or other dues on account thereof. Any party prevailing in such legal action shall be entitled to reasonable attorney's fees and costs of suit incurred. A violation of the covenants, stipulations or restrictions shall not affect the lien or any mortgage now of record or hereafter placed of record on any lot or part thereof.

20. Duration of Declaration of Restrictions:

The aforesaid provisions, restrictions and covenants and each and all thereof shall run with the land and every part thereof and shall be binding on the owner or owners of any lot in Los Pinos Estates until the 31st of December, 1998, after which they shall be automatically extended for successive periods of ten years each, unless an instrument signed by the then owners representing a majority of the lots has been recorded, agreeing to change the same in whole or in part.

21. Invalidation:

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

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DATED this 24th day of February, 1978.

LOS PINOS ESTATES DEVELOPMENT CORP.:

By Curtis C. Young
Curtis C. Young, President

ATTEST:

Cora A. Young
Cora A. Young, Secretary

STATE OF ARIZONA)
: ss.
County of Yavapai)

The foregoing instrument was acknowledged before me
this 25th day of February, 1978, by CURTIS C. YOUNG and CORA
A. YOUNG, President and Secretary, respectively, of Los
Pinos Estates Corp., an Arizona corporation on behalf of
the corporation.

Vivian Kaplan
Notary Public

My Commission expires:

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