

9027

STATE OF ARIZONA, County of Yavapai—ss. TRANSAMERICA TITLE INS. CO.
I do hereby certify that the within instrument was filed and recorded at the request of.....
on June 9 A.D. 1967 at 10:15 o'clock A.M. Book 447 Official Records
Page 174 - 175 Records of Yavapai County, Arizona.

INDEXED

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

FRANK C. BAUER, County Recorder.

By: Pearl Sturidge, Deputy

Phoenix, Arizona

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That Transamerica Title Insurance Company of Arizona, 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) to Seventy-nine (79), inclusive, Ponderosa Park No. 4, according to the plat of record in the office of the County Recorder of Yavapai County, Arizona, in Book 12 of Maps, page 12 thereof;

and desiring to establish the nature of the use and enjoyment thereof, does hereby declare said premises subject to the following express covenants, stipulations and restrictions as to the use and enjoyment thereof, all of which are to be construed as restrictive covenants running with the title to said premises and with each and every part and parcel thereof, to-wit:

1. No dwelling house shall be erected which contains less than 500 square feet of ground floor area, exclusive of such part of a building, either attached or not, as is used for a garage; also exclusive of porches or patios, and shall appraise at no less than \$3500. No lot shall have more than one (1) residence, except the following lots facing on two streets, which may have a residence facing each street:

Lots 28 through 32, 35 through 37, 42 and 79.

2. The lines of the walls nearest the front property line of any dwelling house or any garage incident thereto, built on any lot, shall not be closer than Twenty (20) feet to the front property line, and the side walls thereof shall not be closer than Seven (7) feet to the side property line and not closer than Ten (10) feet to the side property line if such property line is on a street; with the exception of a carport which can come within two (2) feet of the property line.

3. No livestock shall be kept on any of said lots, except that the rear 1/2 of lot Twenty-two (22) shall be reserved for a community horse corral, an easement for which is shown along the East side of lots 17, 18, and 19, and that lots Nine (9), Eighteen (18), Nineteen (19), Twenty (20), and Twenty-three (23) may have facilities for no more than two (2) horses.

4. No building shall be erected on, over or across the easements for public utilities and irrigation as shown on the plat of said Ponderosa Park No. 4.

5. Nothing contained in these restrictions shall prevent the use of any lot for the purpose of maintaining a domestic well for the purposes of furnishing water to property located in this subdivision or other property.

The foregoing restrictions and covenants run with the land and shall be binding on all persons owning any of said lots in Ponderosa Park No. 4 until January 1, 2000, at which time said covenants shall be automatically renewed for successive periods of ten years each, unless by a vote of a

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The foregoing restrictions and covenants run with the land and shall be binding on all persons owning any of said lots in Ponderosa Park No. 4 until January 1, 2000, at which time said covenants shall be automatically extended for successive periods of ten years each, unless by a vote of a majority of the then owners of said lots in said Ponderosa Park No. 4; it is agreed to change the said covenants in whole or in part.

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 restrained by any court of competent jurisdiction and damages awarded against such violation, 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 covenants or restrictions by judgement or court order shall in nowise affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the TRANSAMERICA TITLE INSURANCE COMPANY, as Trustee, has caused its corporate name to be signed and its corporate seal to be affixed by the undersigned officer thereunto duly authorized this 8 day of June A.D. 19 67

TRANSAMERICA TITLE INSURANCE COMPANY, as Trustee
By H. L. Miller
Trust Officer

STATE OF ARIZONA ss.
County of Maricopa

Before me this 8 day of JUNE, 19 67, personally appeared K. D. Mattison who acknowledged himself to be a Trust Officer of the TRANSAMERICA TITLE INSURANCE COMPANY and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation as Trustee, by himself as such officer.

Kathryn Carnahan
Notary Public

My commission will expire: 2-15-69
FORM C-126

447 PAGE 175