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YAVAPAI COUNTY

MARGO W. CARSON

REQUEST OF:

GRANITE OAKS/ROYAL OAKS

DATE: 10/04/93 TIME: 11:15

FEE: 7.00 SC: 4.00 PT:

BOOK 2706 PAGE 035 PAGES: 007

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CAPTION HEADING: Declaration of Restrictions

BOOK 2706 PAGE 35

(THIS FORM FOR RECORDER'S USE ONLY)

GRANITE OAKS NORTH SUBDIVISION
Plat 5
DECLARATION OF RESTRICTIONS

THIS DECLARATION made and dated 10th day of April, 1993, by Yavapai Title Company, an Arizona corporation as trustee, being the owner of all the following described premises situated in the County of Yavapai, State of Arizona, to-wit:

Lots 246 to 300 inclusive, Granite Oaks Subdivision, Plat 5, according to the plat of record in the office of the County Recorder of Yavapai County, Arizona, in Book 30 of Maps, page 37 thereof;

WHEREAS, said declarant is about to convey parcels of said real property shown on said Map and desires to subject the same to certain restrictions, conditions, covenants and agreements as hereinafter set forth in furtherance of a general plan for the improvement of said tract;

NOW, THEREFORE, the undersigned owner of the hereinabove described property hereby declares that said property is held and shall be conveyed subject to restrictions, conditions, covenants, charges and agreements set forth in this Declaration, to-wit;

1. **LAND USE AND BUILDING TYPE:** No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two (2) stories in height, nor 30 feet in height, a private garage, and one guest house where permitted by Yavapai County Planning and Building Department regulations.

No business, trade, or manufacturing of any nature or description shall be carried on or transacted in any portion of said property nor shall any part of said premises be used as a hospital or sanitarium or other place for hire for the care or entertainment of persons suffering from any disease or disability whatsoever. Horse Privilege lots can build a barn and corral subject to architectural approval.

The use and building of any and all structures shall comply with the use, density district and general provisions of the Yavapai County Planning and Building Ordinance. Where there are conflicts the most restrictive provisions apply.

No ham radio towers permitted.

2. **ARCHITECTURAL CONTROL:** No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade

BOOK 2706 PAGE 36

elevation. Refer to the architectural guidelines which can be obtained at Granite Oaks Sales Office.

3. SIZE: The floor area of the dwelling, exclusive of porches, garages, carport and patios, shall be not less than 1,800 square feet unless otherwise approved by the Committee. No prefabricated building or other structure of any nature whatsoever, permanent or temporary shall be moved or placed upon, or assembled or otherwise maintained on any lot, provided, however that a temporary office, trailer office, tool shed, lumber shed and/or sales office may be maintained upon any lot or lots by any building contractor for the purpose of erecting and selling dwellings on any lot or lots, but such temporary structures shall be removed at completion of construction or selling of dwelling, whichever is later. In some instances a conditional use permit may be required by Yavapai County.

4. BUILDING LOCATION: No building shall be located on any lot nearer than fifty (50) feet from the front and rear property line. No building shall be located closer to the side lot line than twenty-five (25) feet. On a corner lot, the side yard setback shall be thirty (30) feet along the side street lot line. A carport or storage room attached to the walls of the dwelling must meet the above setbacks. Detached garages and other permitted accessory buildings must meet the Yavapai County requirements. In the event an owner acquires a portion of any adjoining lot or lots, the foregoing measurements shall be made from each owner's side property lines rather than from the side lot lines indicated on said recorded map or plat. None of said lots shall be resubdivided into smaller lots. Nothing herein contained shall prevent the dedication or conveyance of portions of lots for public utilities, in which event the remaining portion of any lot shall, for the purpose of this provision, be treated as a whole lot.

5. FENCES: No fence or wall higher than six (6) feet shall be constructed across the rear property line of any lot; nor shall any fence or wall be constructed upon any lot unless its design and style are first approved by said Committee. Fences or walls constructed within the area of the minimum front or side street setback lines is defined in Paragraph No. 4 (herein) shall not exceed four (4) feet in height; fences or walls constructed on any side lot line shall not exceed six (6) feet in height.

6. EASEMENTS: Easements, as indicated upon the recorded Map of this subdivision, are reserved for the installation and maintenance of public service utilities and other uses for public or quasi-public good. No buildings shall be placed upon such easements or interference be made with the free use of the same for the purpose intended.

7. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

2706 37

8. **TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, basement, tent, shack, garage, bar or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

9. **SIGNS:** No sign of any kind shall be displayed to the public view on any lot except one sign of not more than six (6) square feet, advertising the property for sale or rent, or as approved by the Architectural Committee, or as placed by the developer during the period of development of this subdivision.

10. **LIVESTOCK AND POULTRY:** No poultry or fowl of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. Horses or 4-H Animal Projects may be kept on designated lots (278 to 300). Fences must be of pipe, sucker rod or chain link. Barns and stables must be approved by the Architectural Committee.

11. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Garbage pickup is available.

12. **PROPANE TANKS:** All propane tanks must be blocked from view or buried.

13. **OIL AND MINING OPERATIONS:** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

14. **SIGHT DISTANCE AT INTERSECTIONS:** No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways, shall be permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

15. **COMPLETION OF CONSTRUCTION:** Any building in this subdivision the construction of which has been started, shall be completed without delay, except when such delay is caused by act of God, strikes, actual inability of the owner to procure delivery of necessary materials, or by interference by other persons or forces

BOOK 2706 PAGE 68

beyond the control of the owner to prevent. Financial inability of the owner or his contractor to secure labor or materials or discharge liens or attachments shall not be deemed a cause beyond his control. Houses are to be finished in not more than 8 months from construction start.

16. CARE OF PROPERTIES: All vacant lots in this subdivision shall be at all times kept free of rubbish and litter. The yards and grounds in connection with all improved properties shall be at all times kept in a neat and sightly condition and shall be cultivated and planted to any extent sufficient to maintain an appearance not out of keeping with that of typical improved properties of this subdivision. During prolonged absence, owner of said lot agrees he will arrange for the care of the property, during such absence. In the event a lot owner does not maintain his lot in a neat, proper manner, any neighbors, acting in concert, may have said lot cleaned up and upon refusal to pay within thirty (30) days from date upon filing an affidavit that said owner refuses to maintain said lot in a neat and proper manner, may file said affidavit in the Office of the County Recorder of Yavapai County, State of Arizona, stating the amount therein and to whom it was paid and the date and such amount shall constitute a lien against the lot. No overnight parking for any trucks, pickup trucks, or trailers will be permitted in the street, and further no vehicles other than passenger cars and pickup trucks will be parked in open carports.

17. DRAINAGE EASEMENT: Purchaser shall not at any time hereafter fill, block, or obstruct any drainage easements and drainage structures on the demised premises, nor shall purchaser cause or suffer to be erected on the demised premises any building or obstruction for the purpose, directly or indirectly, of obstructing, blocking or filling any such drainage easement or drainage structure, and purchaser agrees to make and forever to repair and maintain all such drainage easements and drainage structures on the demised premises, making good nevertheless at his own expense, all damage which may be caused to the said drainage easements and structures on the demised land, and purchaser agrees to repair at his own expense, all damage to any structure on any lot which may be caused directly or indirectly, by his obstructing, blocking or filling any such drainage easements.

18. ARCHITECTURAL CONTROL COMMITTEE: The Architectural Control Committee shall be composed of William A. Gary, Marion Gary and Swayze McCraine. The Committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.

19. APPROVAL PROCEDURE: The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications

have been submitted to it, or in any event, if not suit to enjoin the construction has been commenced prior to the completion hereof, approval will not be required and the related covenants shall be deemed to have been complied with.

20. ABANDONED OR INOPERABLE VEHICLES: No vehicle of any type which is abandoned or inoperable shall be stored or kept on any lot within this subdivision (or street if the subdivision contains private streets) in such a manner as to be seen from any other lot or from any streets or alleyways within this subdivision.

21. REPAIR, MAINTENANCE AND STORAGE OF VEHICLES: No repair or maintenance work shall be performed on any motor vehicle or other piece of equipment except wholly inside a garage. R.V. Recreational Vehicles, boats, bikes, etc. shall be parked at rear of rear line of house.

22. NATURAL ENVIRONMENT: The natural trees and shrubs are one of the development's major attractions. Every lot owner should do everything possible to preserve them. In event trees must be cut, lot owners are encouraged to replace them.

23. GRANITE OAKS WATER USERS ASSOCIATION: Lot owner automatically is a member of Granite Oaks Water Users Assn. and is entitled to one voting right upon connection with water system. There will be a refundable meter charge payable to Granite Oaks Water Users Assn. Lot owner will be charged additionally for cost accrued in connection to the water system. These additional charges are set by Granite Oaks Water Users Association. Lot owners will only be permitted to irrigate or water 9,000 square feet per lot.

24. DOMINANT TENEMENT: Each of the lots in said tract shall constitute the dominant tenement and be entitled to the benefit of the covenants herein contained as against all of the other lots in said tract which shall constitute the servient tenements.

25. TERMS: These covenants are to run with the land and shall be binding on the undersigned and all of its successors in title, interest or possession in all the every part of said premises for 25 years, and thereafter said covenants shall be automatically extended for successive periods of ten (10) years, unless and until the owners of a majority of the lots affected hereby amend or revoke the same by written instrument, duly acknowledged, and recorded.

26. DEEDS: Deed of Conveyance of all or any of said lots shall incorporate by reference all of the provisions contained in this document. "However, whether or not recited in the deeds of conveyance, these restrictions, shall be binding on every owner of every lot in the subdivision."

27. ENFORCEMENT: If the owner or possessor of any lot subject to these restrictions shall violate, or attempt to violate, any of the covenants herein, it shall be lawful for any other person or

persons owning any real property situated in said tract to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages for such violation, or both.

28. **SUBORDINATION:** Nothing contained in this Declaration shall be held to invalidate the lien of any mortgage or deed of trust prior to foreclosure, provided, however, that any purchaser at any mortgage foreclosure sale or sale under deed of trust shall hold title subject to all the provisions hereof.

29. **SEVERABILITY:** Invalidity of any one of these covenants 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.

IN WITNESS WHEREOF, the aforesaid owner has executed this Declaration of Restrictions this _____ day of _____, 19____ by its proper and duly authorized officers

YAVAPAI TITLE COMPANY

BY

Mark Cheney
MARK CHENEY
President

STATE OF ARIZONA

COUNTY OF YAVAPAI

On this 4th day of October, A.D., 19 93, before me, _____, undersigned officer, personally appeared MARK CHENEY XXXXXX who acknowledged (himself) (themselves) to be the PRESIDENT of YAVAPAI TITLE COMPANY

corporation, and that (he) (they) as such officer(s), being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by (himself) (themselves) as such officer(s).

IN WITNESS WHEREOF, I hereunto set my hand and official seal

8-22-97

My commission expires

Notary Public

BOOK 2706 PAGE 41