

DECLARATION OF RESTRICTIONS ON  
PINEDALE ESTATES

KNOW ALL MEN BY THESE PRESENTS:

That the ARIZONA TITLE INSURANCE AND TRUST COMPANY, an Arizona corporation, as Trustee, being the owners of the following described property situate in the County of Navajo, State of Arizona, to wit:

All of the lots in PINEDALE ESTATES, according to the plat of record in the office of the County Recorder of Navajo County, Arizona, in Plat Book 7, Page 8 thereof. (comprises lots 1 to 221, inclusive)

hereby declares the following restrictions shall apply to PINEDALE ESTATES and that all conveyances of lots from said subdivision hereafter made shall be subject to the following covenants, conditions, stipulations and restrictions:

1. All lots in PINEDALE ESTATES are single unit residential lots and may not be re-subdivided. However, nothing herein shall be so construed as to prevent the use of one lot being divided between two adjoining lots as one single-family dwelling building site, after which said whole lot and the adjacent part of another lot shall, for the purposes of these restrictions, be considered as one lot.
2. No more than one dwelling house may be constructed on each lot, and no dwelling house shall be erected which contains less than 500 square feet of floor area, on the first floor, exclusive of attached garage, porches, patios, or breezeways. No detached garage shall be commenced or erected until construction of the main building has been started. Servants quarters must be attached to either the main house or the garage; and no such quarters are to be rented or used for income purposes.
3. All dwellings used for residential purposes shall install water flush toilets, and all bathrooms, toilets or sanitary conveniences shall be inside the buildings or trailers permitted hereunder. All bathrooms, toilets or sanitary conveniences shall be connected to septic tanks and seepage pits, constructed in accordance with requirements and standards of County and State laws, rules and regulations and in accordance with sound engineering, safety, and health practices. All septic tanks and seepage pits or lines must be inspected and approved before being covered. Such inspection must be by the County Sanitarian or his designated agent, or by a qualified representative of Kayell Development Co., their successors or assigns.
4. Modern Trailers are permitted on the lots in PINEDALE ESTATES only after inspection and approval by an official of Kayell Development Co., their successors or assigns, or their authorized agent. Such trailers are permitted as dwellings only after being connected to the Water System and Septic Tank as herein stipulated. Any plan for a Ramada, Cabana, Storage Room or any other structure used in association with approved trailers must be submitted to and approved by a qualified representative of Kayell Development Co., their successors or assigns, or their authorized agent, before being built.
5. Lines of the walls of any building shall not be less than twenty (20) feet from the front property line, and the side walls thereof shall not be closer than ten (10) feet from any side property line, and not closer than fifteen (15) feet from the side property line if such property line is on a street; providing, however, that this restriction shall not prevent erection of a garage detached from the main building on either side or back property line where such garage shall be entirely within the rear one-third (1/3) of said lot. No buildings shall be placed on any of the easements as shown on the subdivision plat.
6. No livestock or poultry, except household pets such as dogs or cats may be kept on said lots, and no business or profession, trade or manufacturing



from the main building on either side or back property line where such garage shall be entirely within the rear one-third (1/3) of said lot. No buildings shall be placed on any of the easements as shown on the subdivision plat.

6. No livestock or poultry, except household pets such as dogs or cats may be kept on said lots, and no business or profession, trade or manufacturing of any kind or description shall be carried on or transacted on any portion of said lots.

7. No structure may be moved onto any lot of this subdivision without written permission following inspection by a qualified representative of Kayell Development Co., their successors or assigns, or their authorized agent.



8. All outside fires whether for cooking, camping, trash burning, or for any other purpose shall be considered as hostile and dangerous and, for the safety of the owners and neighbors are not permitted, unless confined to a well built and protected fireplace or incinerator and constantly attended. No burning of slash or rubbish shall be permitted except at times and places designated and approved by the Sitgreaves National Forest officials and/or a qualified representative of Kayell Development Co., their successors or assigns.

9. All fireplace chimneys and outlets from stoves, heating appliances and outside fire boxes must be protected from allowing flying sparks to escape by capping or screening.

10. All debris, garbage and trash shall be removed from said lots and shall not be permitted to accumulate thereon, nor shall miscellaneous unused objects be allowed to accumulate on said lots which would be objectionable or depreciate the value of other lots in said subdivision.

11. Lots 113 and 114 may be used for such time as may be necessary for a temporary sales office. Such office may be a trailer used as living quarters and sales office. Following removal of the sales office, all restrictions and covenants apply to lots 113 and 114 as apply to all other lots in the subdivision.

12. The foregoing restrictions and covenants run with the land and shall be binding on all persons owning any of the said lots in PINEDALE ESTATES, until July 1, 1972, 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 the lots in PINEDALE ESTATES, it is agreed to change the said covenants in whole or in part.

13. Violation of any one or more of such covenants may be restrained by any court provided, however, that a violation of the restrictive covenants, or any one or more of these, shall not affect the lien of any mortgage or contract now of record or which hereafter may be of record on such lots.

14. 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 real property situated in PINEDALE ESTATES to prosecute proceedings in law or equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages or other dues for such violation.

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

IN WITNESS WHEREOF, said ARIZONA TITLE INSURANCE AND TRUST COMPANY, an Arizona corporation, as Trustee, has hereunto caused its corporate name to be signed and the same to be attested by the signature of its duly authorized officer this \_\_\_\_ day of \_\_\_\_\_, 1964.

ARIZONA TITLE INSURANCE AND TRUST COMPANY  
as Trustee

By

*Reuben Constant*  
Assistant Vice President

STATE OF ARIZONA )  
COUNTY OF MARICOPA ) ss.

On this the \_\_\_\_ day of \_\_\_\_\_, 1964 before me, the undersigned



By

Raphael Constand  
Assistant Vice President

STATE OF ARIZONA )  
COUNTY OF MARICOPA ) ss.

On this the \_\_\_\_\_ day of \_\_\_\_\_, 1964, before me, the undersigned  
~~Notary Public, personally appeared~~ Raphael Constand, who  
acknowledged himself to be the Assistant Vice Pres. of ARIZONA TITLE INSURANCE  
AND TRUST COMPANY, a corporation, and that he, as such officer being authorized  
to do so, executed the foregoing instrument for the purposes therein contained  
by signing the name of the corporation, as Trustee, by himself as such officer.

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

My Commission expires:

Raphael Constand  
Notary Public

DOCKET 203 PAGE 97



AMENDMENTS TO DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That ARIZONA TITLE INSURANCE AND TRUST COMPANY, an Arizona corporation, as Trustee, being the owner of the following described property situate within the County of Navajo, State of Arizona, to-wit:

ALL of the lots in PINEDALE ESTATES, according to the plat of record in the office of the County Recorder of Navajo County, Arizona, in Plat Book 7, Page 8 thereof. (Comprises Lots 1 to 221, inclusive except Lots No. 27, 64, 105, 118, and 157)

and desiring to amend that certain DECLARATION OF RESTRICTIONS relating to said property, which is now of record in the office of the County Recorder of said County and State in Docket 203 of Official Records, Pages 96, 97 and 98 thereof, does hereby amend said DECLARATION OF RESTRICTIONS in the following particulars only:

Paragraphs 1, 5, and 6 shall be amended to read as follows:

1. All lots in PINEDALE ESTATES are single unit residential lots except Lots 203 thru 221 inclusive, which lots are hereby designated as Commercial Lots, and may not be re-subdivided. (Other restrictions in Paragraph 1 are unchanged)

5. Side property lines and front property lines restrictions in this paragraph shall not apply to Commercial Lots 203 thru 221 inclusive.

6. Trades, shops and businesses shall be permitted on Commercial Lots 203 thru 221 inclusive.

Except for the amendments herein declared, the covenants in the DECLARATION OF RESTRICTIONS hereinabove mentioned are to remain unmodified and in full force and effect.

IN WITNESS WHEREOF, said ARIZONA TITLE INSURANCE AND TRUST COMPANY, an Arizona corporation, as Trustee, has hereunto caused its corporate name to be signed and the same to be attested by the signature of its duly authorized officer this 2<sup>nd</sup> day of February, 1967.

ARIZONA TITLE INSURANCE AND TRUST COMPANY, as Trustee  
By Malvin I. King  
Its Vice President

STATE OF ARIZONA ) ss.  
County of NAHICOPA)

On this the 30 day of March 1967, before me, the undersigned Notary Public, personally appeared Malvin I. King, who acknowledged himself to be the Vice President of ARIZONA TITLE INSURANCE AND TRUST COMPANY, a corporation, 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.

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

My Commission expires 7-14-67 #2625

Betty J. Rogers  
Notary Public



6/7/88

AMENDMENTS TO DECLARATION OF RESTRICTIONS

This indenture, made on the date hereinafter subscribed, by the PINEDALE ESTATES PROPERTY OWNERS ASSOCIATION, a non-profit corporation which is the owner of or represents the majority of the owners of the lots in PINEDALE ESTATES, which is situated within the County of Navajo, State of Arizona, to-wit:

The W-1/2 of the NE-1/4 of Section 20 T10N, R20E of the Gila and Salt River Base and Meridian, Navajo County, Arizona, including Lots 1 to 221, inclusive in the subdivision known as PINEDALE ESTATES, as recorded in the Public Records of the County of Navajo, State of Arizona, in Plat Book 7 at Page 8 thereof

Subject to current taxes and other assessments, reservations and patents, and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record. Said real property hereinafter being referred to as "Said Lots".

The PINEDALE ESTATES PROPERTY OWNERS ASSOCIATION, hereinafter referred to as "The Association" desiring to establish the nature and use and enjoyment thereof, does hereby declare that in addition to the original Declaration of Restrictions heretofore recorded on said property, that said lots are subject to the following express covenants, stipulations and restrictions as to their use and enjoyment. All said restrictions are to be construed as restrictive covenants, running with the land and every part and parcel thereof, as provided by law, and shall be binding on all of the parties and all persons claiming under them, and for the benefit of and limitations upon all future owners of said lots or parcels thereof. This Declaration of Restrictions being designed for the purpose of keeping said lots desirable, uniform and suitable in architectural design and use as hereinafter specified, to-wit:

MEMBERSHIP

1. Ownership of Lots One (1) to Two Hundred and Twenty-One (221), inclusive, PINEDALE ESTATES, shall be evidenced by deeds to the several lots. Ownership of one (1) lot shall entitle the owner of said lot to membership in PINEDALE ESTATES PROPERTY OWNERS ASSOCIATION, a non-profit Arizona corporation, with full right and responsibility of membership as set forth in the

Articles of Incorporation and bylaws.  
PINEDALE ESTATES PROPERTY OWNERS  
ASSOCIATION shall enforce and administer  
these and the earlier recorded restrictive  
covenants, do all things necessary for the  
general benefit and welfare of the owners  
of said Lots, and perform all other functions  
set forth in its Articles of Incorporation.  
Purchase of one (1) of said lots shall  
constitute the purchaser's consent to and  
acceptance of the duties and responsibilities  
of membership in PINEDALE ESTATES PROPERTY  
OWNERS ASSOCIATION.

#### ASSESSMENTS

2. The record owner of each of said Lots shall pay to PINEDALE ESTATES PROPERTY OWNERS ASSOCIATION within ten (10) days from the receipt of notice and invoice a sum equal to the total of the following:
  - A. The pro rata share of the cost to PINEDALE ESTATES PROPERTY OWNERS ASSOCIATION of all:
    1. Costs of maintenance and repairs to commonly owned areas, if any;
    2. Costs of providing common facilities and services deemed necessary to be provided said lot owners by the Board of Directors of PINEDALE ESTATES PROPERTY OWNERS ASSOCIATION, including but not limited to drainage, sewerage, waste and trash removal, and common area protective and decorating lighting.
    3. Cost of establishment and maintenance of a reserve, if any, for repair, maintenance, improvement of common areas, or for the operation of PINEDALE ESTATES PROPERTY OWNERS ASSOCIATION.
    4. Costs incurred in enforcing and administering in any manner whatsoever, these restrictive covenants, including attorney's fees and court costs connected therewith.
    5. Costs of taxes upon commonly owned areas, commonly owner personal property, or property owned by PINEDALE ESTATES PROPERTY OWNERS ASSOCIATION, if any;



6. Any other costs incurred by the Board of Directors of PINEDALE ESTATES PROPERTY OWNERS ASSOCIATION for the general benefit and welfare of the owners of said lots, if any.
- B. The cost to PINEDALE ESTATES PROPERTY OWNERS ASSOCIATION of all expenditures, including reasonable attorneys' fees, to which said ASSOCIATION may be put by reason of said record owner's failure to keep and fully comply with these restrictive covenants or failure to pay any assessment or other sum due from said record owner by virtue of his membership in PINEDALE ESTATES PROPERTY OWNERS ASSOCIATION. Notices and invoices for payment of any and all assessments upon members of PINEDALE ESTATES PROPERTY OWNERS ASSOCIATION may be submitted monthly or at any other regular interval as may be fixed by the Board of Directors. In the event any such notice is not paid within thirty (30) days from the date the notice and invoice is mailed to the member, the amount of such invoice shall be and become a lien upon the lot or lots owned by the member upon whom such assessment was levied. Such lien may be enforced and foreclosed by PINEDALE ESTATES PROPERTY OWNERS ASSOCIATION in the manner provided for the enforcement of mechanics and materialmen's liens in the State of Arizona.

ARCHITECTURAL  
CONTROL COMMITTEE

3. An architectural control committee is hereby established. The architectural control committee shall be composed of the Board of Directors of PINEDALE ESTATES PROPERTY OWNERS ASSOCIATION or of five (5) persons appointed by said Board of Directors. The committee shall act for the benefit of the owners of said lots for the purpose of keeping them desirable in architectural design and use. The vote of a majority of any such committee upon the design, and other matters shall control. All architectural control committee approvals must be in writing and signed by a majority of the then members of said committee.

Mobile homes, trailers and any other mobile or temporary living quarters shall not be permitted on the lots in PINEDALE ESTATES with the exception that temporary living quarters may be used during the construction phase of a dwelling house and such use of the mobile



structure shall be limited to ninety (90) days unless extended by the architectural control committee.

In the event there is no committee in existence for a period of sixty (60) consecutive days after written request is made upon SITGREAVES DEVELOPMENT CO. for architectural approval, or in the event such committee fails to act upon a lot owner's request for approval with thirty (30) days after submission, of all required data to any member of this committee, then such approval of the committee will not be required. Provided, however, the design, location, and the kind of materials and the buildings or structures to be built on said lots shall be governed by all of the restrictions herein set forth.

LANDSCAPING AND  
TRASH

4. All lots or parcels including landscaping and improvements thereon shall be maintained and kept clear at all times in a manner so as to meet the approval of the architectural control committee in its sole discretion, and no trash, garbage, or other waste may be kept or accumulated on any lot except in buried sanitary container, which shall first be approved by the architectural control committee as to location, size and installation.

LOT MAINTENANCE

5. In the event any lot or parcel including landscaping or improvements thereon is not maintained and kept clear in a manner satisfactory to the architectural control committee, PINEDALE ESTATES PROPERTY OWNERS ASSOCIATION, either itself or through any other person, shall have the right to furnish the labor and/or materials necessary to bring said lot or parcel including improvements and/or landscaping thereon up to a standard which meets the approval of the architectural control committee, and to thereafter maintain them according to such a standard. All such costs expended by PINEDALE ESTATES PROPERTY OWNERS ASSOCIATION shall be assessed to the owner of the lot or parcel upon which such repair, maintenance or restoration shall be performed as provided in Paragraph 2 (A-2). The amount that the owner of any such lot is obligated to pay hereunder shall constitute a lien upon such lot or parcel, and shall be payable as in Paragraph 2 is provided.



This Paragraph shall constitute a request by each lot or parcel owner under the conditions stated herein for PINEDALE ESTATES PROPERTY OWNERS ASSOCIATION to furnish any labor and/or materials which are furnished hereunder. Any claim against the architectural control committee or PINEDALE ESTATES PROPERTY OWNERS ASSOCIATION shall not constitute a defense nor offset in any action for non-payment of any amounts which may be assessed hereunder.

FAILURE TO ENFORCE

6. The failure by any land owner, the architectural control committee, or PINEDALE ESTATES PROPERTY OWNERS ASSOCIATION to enforce any restrictions, conditions, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto, nor shall such failure give rise to any claim or cause of action against PINEDALE ESTATES PROPERTY OWNERS ASSOCIATION, the architectural control committee, or such land owner.

APPROVAL OF PLANS  
AND SPECIFICATIONS

7. No building, addition, accessory, basement and related structures, eaves, fences and hedges, ornamental projections, pavilions, porches and like structures, garages or carports, projected stories, steps, sun parlors, cabanas or like rooms, walls, abutments or other structures or improvements shall be constructed, erected or maintained on any lot, until the plans and specifications have been submitted to the architectural control committee for its approval as to quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography and finish grade elevation.

SIGNS AND STORAGE

8. No advertising signs, billboards, or unsightly obstructions shall be erected, placed or permitted to remain on any of the said lots.

TENURE

9. The foregoing restrictions and covenants run with the land and shall be binding on all person owning any of said lots for a period of fifteen (15) years from the date of said restrictions and covenants are recorded, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless by a vote of a majority of the then owners of said lots, it is agreed to change said restrictions and covenants in whole or in part.



ENFORCEMENT

10. In the event of any violation or threatened violation of any of the covenants herein, PINEDALE ESTATES PROPERTY OWNERS ASSOCIATION may bring action at law or in equity, either for injunction, action for damages, or other remedies as may be available.

DEEDS

11. Deeds of conveyance of said lots 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. Violations of any one or more of such covenants may be restrained by any court of competent jurisdiction and damages awarded against such violators; provided, however, the violation or breach of any covenant, restriction, reservation and/or condition or any right of re-entry by reason thereof, shall not defeat nor render invalid the lien of any mortgage or deed of trust made in good faith or for value upon said lot or lots, each and all of said covenants, restriction and conditions shall be binding upon and effective against any owner of said premises whose title thereto is acquired by foreclosure, Trustee's sale, or otherwise, and provided also that the breach of any such covenants, restrictions, reservations and conditions may be enjoined, abated or remedied by appropriate legal proceedings notwithstanding the existence of any lien, deed of trust, or mortgage instrument.

LIENS

12. Each and every lien or charge upon said lots provided for in Paragraphs 2 shall be subject and subordinate to and shall not effect the rights of the holder or holders of first realty mortgages or agreements for sale upon such lot or lots made in good faith and for value.

INVALID RESTRICTION

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



IN WITNESS WHEREOF PINEDALE ESTATES PROPERTY OWNERS ASSOCIATION has caused its name to be signed by the undersigned officer thereunto duly authorized this 7<sup>th</sup> day of June, 1988.

PINEDALE ESTATES PROPERTY OWNERS  
ASSOCIATION

By Harold Welsh  
Harold Welsh, Its President

STATE OF ARIZONA )  
County of Navajo ) ss.

Before me, this 7<sup>th</sup> day of June, 1988, personally appeared Harold Welsh, who acknowledged himself to be the President of PINEDALE ESTATES PROPERTY OWNERS ASSOCIATION, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing his name, as President of the Corporation, by himself as such officer.

Sadie B. [Signature]  
Notary Public

My Commission expires:

My Commission Expires Feb. 23, 1992

MICROFILMED  
INDEXED

FEE # 85 07787  
RECORDED AT THE REQUEST OF

Harold Welsh  
ON JUN 13 1988 AM -9 50

IN DOCKET 915 PAGE(S) 847-853 incl.  
OFFICIAL RECORDS OF NAVAJO COUNTY, ARIZONA



DOCKET 915 PAGE 853