

X25
DECLARATION OF RESTRICTIONS ON
PINEDALE ESTATES

Original
203/96

9/23/71

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 breezways. 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 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. 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 PINE-DALE 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 PINE-DALE 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 18 day of June, 1964.

ARIZONA TITLE INSURANCE AND TRUST COMPANY
as Trustee

By

Rapheal Constand
Assistant Vice President

STATE OF ARIZONA)
COUNTY OF MARICOPA)ss

On this the 18 day of June, 1964 before me, the undersigned Notary Public, personally appeared Rapheal Constand, who acknowledged himself to be the Assistant Vice President 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.

Darrell Rux
Notary Public

My commission expires:
April 12, 1968

IN WITNESS WHEREOF, the undersigned, being all other owners, or persons having an interest in the herein described property hereby accept and acknowledge this DECLARATION OF RESTRICTIONS on PINEDALE ESTATES.

Robert E. Tweedy

Dorothy J. Tweedy

STATE OF ARIZONA)
COUNTY OF MARICOPA) ss

This instrument was acknowledged before me the undersigned Notary Public by Robert E. Tweedy and Dorothy J. Tweedy, husband and wife, this 16 day of June, 1964.

Jephtha King
Notary Public

My commission expires:
August 12, 1967

J. D. Hadley

Marjorie E. Hadley

STATE OF ARIZONA)
COUNTY OF MARICOPA) ss

This instrument was acknowledged before me the undersigned Notary Public by J. D. Hadley and Marjorie E. Hadley, husband and wife, this 16 day of June 1964.

Jephtha King
Notary Public

My commission expires:
August 12, 1967

Pearl Josephine Jackson

STATE OF ARIZONA)
COUNTY OF MARICOPA) ss

This instrument was acknowledged before me the undersigned Notary Public by Pearl Josephine Jackson this 16 day of June, 1964.

Jephtha King
Notary Public

My commission expires:
August 12, 1967

#4719

* * * * *

FILED AND RECORDED AT THE REQUEST
ARIZONA TITLE INSURANCE CO.

June 19th A. D. 1964 at 10:45 o'Clock A.M.
IN DOCKET 203 Off. Records Pages 96-97-98
RECORDS OF NAVAJO COUNTY, ARIZONA

Elda R. Probst

RECORDER

By

DEPUTY

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:

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 20 day of February, 1967.

ARIZONA TITLE INSURANCE AND TRUST COMPANY, as Trustee
By [Signature]
Its Vice President

STATE OF ARIZONA) ss.
County of MARICOPA)

On this the 30 day of March, 1967, before me, the undersigned Notary Public, personally appeared Malvin L. 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.

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

My Commission expires 7-14-67 #2625

[Signature]
Notary Public

FILED AND RECORDED AT THE REQUEST OF Joseph King
April 5th A. D. 1967 AT 8:00 O'CLOCK A. M.
IN DOCKET 256 PAGE 15-17 RECORDS OF NAVAJA COUNTY, ARIZONA.
Official Records [Signature] RECORDER

DOCKET 256 PAGE 415

IN WITNESS WHEREOF, the undersigned, being all other owners, or persons having an interest in the herein described property hereby accept and acknowledge these AMENDMENTS TO DECLARATION OF RESTRICTIONS on PINEDALE ESTATES.

STATE OF ARIZONA)
COUNTY OF MARICOPA) SS.

This instrument was acknowledged before me the undersigned Notary Public by Robert E. Tweedy and Dorothy J. Tweedy, husband and wife, this 7 day of July, 1967.

My Commission Expires:

July 19-68

Robert E. Tweedy
Dorothy J. Tweedy

Harry Hall
Notary Public

STATE OF Arizona)
COUNTY OF Maricopa) SS.

This instrument was acknowledged before me the undersigned Notary Public by Pearl Josephine Jackson this 20 day of February, 1967.

My Commission Expires:

March 8, 1968

Pearl Josephine Jackson

Lucille Lusk
Notary Public

John V. Voss

Margueritte N. Voss

STATE OF COLORADO)
COUNTY OF HOFFAT) SS.

This instrument was acknowledged before me the undersigned Notary Public by John Voss and Margueritte N. Voss, husband and wife, this 20 day of March, 1967.

My Commission Expires:

May 10, 1967

John V. Voss
Notary Public

Margueritte N. Voss

Thomas F. Hines

STATE OF ARIZONA)
COUNTY OF MARICOPA) SS.

This instrument was acknowledged before me the undersigned Notary Public by Thomas Hines and Mildred F. Hines, husband and wife, this 14 day of February, 1967.

My Commission Expires:

Thomas F. Hines
Notary Public

My Commission Expires: Aug 8, 1967

POCKET 256 PAGE 416

IN WITNESS WHEREOF, the undersigned, being other owners, or persons having an interest in the herein described property hereby accept and acknowledge these AMENDMENTS TO DECLARATION OF RESTRICTIONS on PINEDALE ESTATES.

IN WITNESS WHEREOF Kayell Development Company, Inc. a corporation of Seller, has hereunto caused its corporate name to be signed and the same to be attested by the signature of its duly authorized officer this 23 day of February 1967.

KAYELL DEVELOPMENT COMPANY, as Seller

By Jephtha King
its president

STATE OF ARIZONA) ss.
COUNTY OF MARICOPA)

On this the 30 day of March, 1967, before me, the undersigned Notary Public, personally appeared Jephtha King, who acknowledged himself to be the President of KAYELL DEVELOPMENT 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 seller, by himself as such officer.

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

My Commission Expires: 7-14-67

Robert J. Rogers
Notary Public

IN WITNESS WHEREOF, Recreation Realty Company, an Arizona corporation, as Buyer, has hereunto caused its corporate name to be signed and the same to be attested by the signature of its duly authorized officer this 20 day of February 1967.

RECREATION REALTY COMPANY, as Buyer

By John J. Lustig
its president

STATE OF ARIZONA) ss.
COUNTY OF MARICOPA)

On this the 30 day of March, 1967, before me, the undersigned Notary Public, personally appeared John J. Lustig, who acknowledged himself to be the President of RECREATION REALTY 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 Buyer, by himself as such officer.

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

My Commission Expires July 27, 1970

My Commission Expires:

Leonard J. Lyman
Notary Public

STATE OF ARIZONA) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me the undersigned Notary Public by Marjorie E. Brooks who acquired title as Marjorie E. Hadley, this 30 day of March, 1967

My commission expires:

Marjorie E. Brooks
Ellen Anne
Notary Public

My Commission Expires Dec. 13, 1970

3-20-20

ADDENDUM TO DECLARATION OF RESTRICTIONS

THIS INSTRUMENT made on the date hereinafter subscribed by TRANSAMERIC TITLE INSURANCE COMPANY OF ARIZONA, a corporation, as Trustee, being the owner of the following described premises, situated within the County of Navajo, State of Arizona, to-wit:

The West half of the Northeast Quarter of Section 20, Township 10 North, Range 20 East 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 that Plat Book 7 at page 8 thereof, specifically exempting Lots 1, 2, 3, 4, 5, 6, 10, 11, 17, 27, 37, 38, 39, 61, 64, 71, 88, 89, 94, 96, 97, 98, 99, 105, 118, 135, 136, 139, 140, 141, 144, 145, 157, 173, 174, and 175 in the sub-division known as PINEDALE ESTATES.

Subject to current taxes and other assessments, reservations in 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 Trustee, 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 of 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 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:

2-10-10-103

MEMBERSHIP
PINEDALE ESTATES
PROPERTY OWNERS
ASSOCIATION

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.

RESPONSIBILITIES OF
DEVELOPER

2. For a period of five years from the date hereof until 90% of the lots in PINEDALE ESTATES are sold, whichever first occurs, it shall be the responsibility of the Developer, Sitgreaves Development Co., its successor or assigns to maintain and, in its discretion, construct recreational improvements upon said land. Until said time the PINEDALE ESTATES PROPERTY OWNERS ASSOCIATION be required to pay assessments hereunder.

ASSESSMENTS

3. After the passage of five (5) years from the date hereof or upon the sale of 90% of the lots in PINEDALE

-2-

1 This Addendum to Declaration of Restrictions shall apply only to those lots described on Page 1 hereof.

2000-0001

ESTATES, the record owner of each of said lots shall pay to PINEDALE ESTATES PROPERTY OWNERS ASSOCIATION within ten (10) days from 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 decorative lighting;
- 3) Cost of establishment and maintenance of a resort, 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 attorneys' fees and court costs connected therewith;
- 5) Costs of taxes upon commonly owned areas, commonly owned personal property, or property owned by PINEDALE ESTATES PROPERTY OWNERS ASSOCIATION, if any;
- 6) Any other cost 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

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.