

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 within thirty (30) days after submission of all required data to any member of the 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

5. 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

6. 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 pro-

vided 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

7. 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

8. 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 topograph and finish grade elevation.

SIGNS AND STORAGE

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

TENURE

10. The foregoing restrictions and covenants run with the land and shall be binding on all persons 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 the said lots, it is agreed to change said restrictions and covenants in whole or in part.

ENFORCEMENT

11. In the event of any violation or threatened violation of any of the covenants herein, the Trustee, TRANS-AMERICA TITLE INSURANCE COMPANY OF ARIZONA, its successors and assigns, any owner of any lot, or 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

12. 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.

48762
FILED AND RECORDED AT THE REQUEST OF
TRANSAMERICA TITLE INSURANCE CO.

Sept. 23, A.D. 1975 2:55 P.M.
IN BOOK 350, OF Records, PAGE 433-440.
RECORDED BY HAYES COUNTY, ARIZONA Inclusive

RECORDED

Violation of any one or more of such covenants may be restrained by any court of competent jurisdiction and damages awarded against such violator; 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, restrictions 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 of said 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

13. Each and every lien or charge upon said lots provided for in Paragraphs 2 and 3 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

14. 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, the TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA, its duly authorized corporate officers, have hereunto set their hands and seals this 11th day of September, 1975.

TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA,
as Trustee
By *[Signature]*
Vice President

STATE OF ARIZONA

County of Maricopa

I, *[Signature]*, of the County of Maricopa, State of Arizona, do hereby certify that the foregoing instrument was personally appeared *[Signature]*, Vice President of the TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA and that he is duly authorized to execute the foregoing instrument for the purposes therein contained by signing the name of the corporation as Trustee, to the said instrument.

My Commission Expires Aug. 11, 1975

NOTARY PUBLIC

Notary Public

110

FEE # 50 1150-111

RECORDED AT THE REQUEST OF

Pinedale Estates, IncorporatedOn JUL 19 '88 2:00 PMIN DOCKET 957 PAGE(S) 83-87 ind

OFFICIAL RECORDS OF NAVAJO COUNTY, ARIZONA

JAY H. TURLEY, RECORDER

AMENDMENTS TO DECLARATION OF RESTRICTIONS

MICROFILMED
INDEXED

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, 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:

DOCKET 957 PAGE 83

1. All lots in Finedale Estates are single unit residential lots and may not be resubdivided. 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 garages, 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 successors or assigns.

4. Mobile homes, trailers and any other mobile or temporary living quarters shall not be permitted on the lots in FINEDALE 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 if 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 within 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.

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, from the main building of either side of 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. With the exception of barbecue fires created from commercially manufactured charcoal brickettes, or equivalent charcoal brickette containers, or fueled by propane contained in commercially manufactured barbecue appliances, 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. No burning of slash or rubbish shall be permitted except at times and places designated and approved by the Clay Springs/Pinedale Fire District.

9. All fireplace chimneys and outlets from stoves, heating appliances, and outside fire boxes must be protected from allowing 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 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 laws 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 judgement or court shall in no wise 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 authorize this
14 day of JUNE, 1989.

PINEDALE ESTATES PROPERTY OWNERS ASSOCIATION

BY Harold E. Welsh
HAROLD WELSH, ITS PRESIDENT

STATE OF ARIZONA)
) ss.
County of Navajo)

Before me, this 14th day of June, 1989, 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.



Notary Public

David Searfield