

Pinedale Estates

Current Deed restrictions

This is not a legal document. It is a summary of the deed restrictions currently in effect as of this writing (June 11, 2014). The complete filings are on record at the Navajo County Recorders Office.

The date listed for each article is the most recent recording of that article. Many articles are unchanged since the original recording in 1964.

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 one lot. 6/19/1989 Docket 957 Pages 83-87 inclusive
2. No more than one dwelling house may be constructed on each lot, and no dwelling house shall be erected with 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 either to the main house or the garage; and no such quarters are to be rented or used for income purposes. 6/19/1989 Docket 957 Pages 83-87 inclusive
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. 6/19/1989 Docket 957 Pages 83-87 inclusive
4. 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. 9/23/71 Docket 350 Pages 433-440 inclusive

5. 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. 6/13/1988 Docket 915 Pages 847-853 inclusive
6. In the event there is no committee in existence for a period of sixty (60) consecutive days after written request is made upon SITEGREAVES 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 shall 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. 9/23/71 Docket 350 Pages 433-440 inclusive
7. 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 the side property line, and not closer than fifteen (15) 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 of said lot. No buildings shall be placed on any of the easements as shown on the subdivision plot. 6/19/1989 Docket 957 Pages 83-87 inclusive
8. 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. 6/19/1989 Docket 957 Pages 83-87 inclusive
9. No structure can 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.
10. With the exception of barbeque fires created from commercially manufactured charcoal briquettes, or equivalent charcoal briquette 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 Dire District. 6/19/1989 Docket 957 Pages 83-87 inclusive

11. 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. 6/19/1989 Docket 957 Pages 83-87 inclusive
12. No advertising signs, billboards, or unsightly obstructions shall be erected, placed or permitted to remain on any of the said lots. 6/13/1988 Docket 915 pages 847-853 inclusive
13. All lots and parcels including landscaping and improvements thereon shall be maintained and be kept clear at all times in a manner so as to meet 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 a buried sanitary container, which shall first be approved by the architectural control committee as to location, size and installation. 6/13/1988 Docket 915 pages 847-853 inclusive
14. 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 that meets the approval of the architectural control committee, and to thereafter maintain them 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 repair, maintenance or restoration shall be performed as provided in paragraph 2 (A-2). The amount that any such owner of 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 shall not constitute a defense nor offset in any action for non-payment of any amounts which may be assessed hereunder. 6/13/1988 Docket 915 pages 847-853 inclusive
15. 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. 6/19/1989 Docket 957 Pages 83-87 inclusive
16. 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 that 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 lots in PINEDALE ESTATES, it is agreed to change the said covenants in whole or in part. 6/19/1989 Docket 957 Pages 83-87 inclusive
17. 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. 6/19/1989 Docket 957 Pages 83-87 inclusive

18. If there be a violation or threatened 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 restrictions and either to prevent him from so doing or to recover damages or other dues for such violation. 6/19/1989 Docket 957 Pages 83-87 inclusive