

Pinetop Community Association
P.O. Box 249
Pinetop, AZ 85935
(928)-369-2410

Subject: Declaration of Restrictions

**Re: Pinetop Country Club Mobile Homes Unit One [aka Pinetop Community Association unit 1]
Pinetop Country Club Mobile Homes Unit Two [aka Pinetop Community Association unit 2]**

1. The Pinetop Community Association, desiring to establish the nature of the use and enjoyment thereof, hereby declares that the following express covenants, restrictions, reservations and conditions shall attach to the said real property and every lot or parcel thereof, and shall constitute covenants running with the land.

A. All of said lots in said subdivision are hereby restricted to single-family dwellings for residential use only. No business activities of any kind whatsoever shall be conducted upon any of said lots or improvements located thereon.

B. No building (addition or accessory), mobile home, fence, wall, planting exceeding four feet in height, or other structure or improvement shall be commenced, created or maintained, nor shall any addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, floor plan, materials, location and approximate cost of such structure or improvement have been submitted to and approved in writing by Pinetop Community Association, as hereinafter provided. Failure to give notice of approval or disapproval of such plans and specifications within thirty days after receipt thereof shall be deemed to constitute approval thereof.

C. Cabanas and porches may not be built separate from trailer home unless attached to trailer directly or by a breezeway and must be blended in color to the trailer. Fireplaces must have spark arresters installed. Rolled roofing, or tin will not be permitted on any additions. Materials used for the construction of cabanas must be of new material unless approved by Pinetop Community Association.

D. No structure of a temporary character, tent, shack, garage, utility room, barn or other out buildings shall be used on any lot at any time as a residence either temporarily or permanently.

E. No more than one mobile home or trailer shall be maintained, or used upon one lot. A camping trailer or boat trailer or boat can be stored if it is placed in such a manner that it is not considered detrimental to the appearance of the property.

F. Exterior walls or cabanas are to be but not limited to: Masonry construction, peeled logs, either round, sawed or hewed; hand split shakes, or burnt adobe; log siding; edged, peeled slabs; rough lumber or siding; or native stone.

G. All mobile homes and trailers must be placed on lots in such a manner that they are parallel to the side property line.

H. No building, structure, mobile home, addition or accessory shall be located on any lot or parcel of land nearer than: (a) ten feet from the front lot line; (b) six feet from the rear lot line; and (c) five feet from any side lot line.

I. All mobile homes located on said lots must be a minimum of seventeen feet in length as designated on certificate of title and a minimum of ten feet in width. All mobile homes must have complete sanitary facilities, including, among others, a lavatory, wash basin, tub or shower, kitchen sink, and must be connected to sewerage outlets in conformity with State and County health requirements; septic tank and leach lines must be in accordance with State and County health requirements.

J. Easements for installations and maintenance of utilities and drainage facilities are reserved as shown on the recorded map or plat over the rear and side of each lot and parcel of land. Within these easement areas, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement areas of each lot and parcel of land and all improvements in it shall be maintained continuously by the owner of said lot and parcel of land.

K. No advertising signs (except one "For Rent" or "For Sale" sign per lot, not to exceed three square feet), billboards, unsightly objects or nuisance shall be erected, placed or permitted to remain on any of said lots, nor shall the premises be used in any way, or have any purpose which may endanger the health or unreasonably disturb the holder of any parcel in the subdivision.

L. No horses, cattle, sheep, goats, pigs or other livestock or poultry may be kept, boarded or maintained on any of said lots or any part thereof; provided, however, this restriction shall not be construed as prohibiting the keeping of ordinary domestic pet fowls, animals or game birds upon such property.

M. All clothes lines, equipment, garbage cans, incinerators, and service yards shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring parcels and streets. All rubbish, trash or garbage shall be removed from the premises and shall not be allowed to accumulate thereon.

N. Any exterior lighting erected on any of the lots in said subdivision shall be shaded so as to not create a nuisance to any other lot or occupier thereof.

2. No lot or lots shall be subdivided except for the purpose of combining the resubdivided portion of one lot with another adjoining lot or lots, provided that no additional or smaller lot is created thereby. Any ownership or single holding by any person comprising parts of two

adjoining lots or the whole of one lot and parts of one or more adjoining lots shall, for the purposes of this Declaration of Conditions and Restrictions, be deemed to constitute a single lot.

3. Each property owner agrees that by the acceptance of the contract of purchase or a deed to any lot within said tract that he will become a member of the nonprofit association to be known as Pinetop Community Association (herein generally referred to as the Association) to be formed by the purchasers of the lots, their successors in interest, or the declarants, and entitled to one vote for each lot owned. Said Association shall have the primary purpose of administration of these restrictions and the general maintenance of the property for the benefit of the purchasers. Each property owner shall obey the rules and regulations of the Association, and by the acceptance of contract of purchase or of a deed to any lots, said purchaser does agree to pay any dues imposed by the Association, and the dues proposed by said Association shall apply equally to each lot within the subdivision; provided, however, that any such dues imposed by the Association shall not exceed the sum of \$24.00 per year unless said maximum amount is increased by the affirmative vote of 60% of the members of the Association at a special meeting noticed and called for that purpose. The Association shall elect a committee of not less than three persons to act for the Association to take any necessary action required to enforce the provisions herein contained or perform the duties of said association as herein provided. All expenses incurred, among other things in maintaining the subdivision administrating this Declaration, including any salaries paid to any guard or maintenance men, shall be a proper charge against an owner.

4. The Association, through its duly elected officers, shall have the right at its option, to enter upon all lots or parcels of land to care for, cut grass, remove rubbish and keep all lots, or parcels of land from creating an unsightly appearance and to charge the owner of said lot, block, or parcel of land for the actual cost plus ten percent for service performed in alleviating said unsightly appearance. Any such charge shall constitute a lien against the real property. All garbage and trash shall be sacked or securely wrapped and placed in a sanitary container, which must be kept tightly closed and in good condition at all times, and no trash or garbage shall, at any time, be burned on any of said lots.

5. The covenants, restrictions, reservations and conditions contained herein shall run with the land and shall be binding upon all persons purchasing or occupying any lot or lots in said subdivision after the date on which this instrument has been recorded. These covenants, restrictions, reservations and conditions may be enforced by the owner of any parcel in said subdivision, Pinetop Community Association, or any one or more of said individuals and corporations; provided, however, that any breach of said covenants, restrictions, reservations and conditions, or any right of re-entry by reason thereof, shall not defeat or affect the lien of any mortgage or deed of trust made in good faith and for value upon said land, but except as hereinafter provided, each and all of said covenants, restrictions, reservations 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 proceedings, notwithstanding the lien or existence of any such deed of trust or mortgage. All instruments of conveyance of any interest in all or any part of said subdivision shall contain reference to this instrument and shall be subject to the covenants, restrictions, reservations and conditions herein as fully as though the terms and conditions of this instrument were therein set forth in full; provided, however, that the terms and conditions of this instrument

shall be binding upon all persons affected by its terms, whether express reference is made to this instrument or not.

6. Wherever the terms "owner" or "owners" are used herein, such terms shall include purchaser or purchasers under an agreement for sale or contract to purchase, and beneficiary or beneficiaries of any trust owning or purchasing parcel within said subdivision.

7. Invalidation of any one of these covenants, restrictions, reservations or conditions, by judgment or court order shall in no wise affect the validity of any of the other provisions, and the same shall remain in full force and effect.

8. These covenants, restrictions, reservations and conditions shall remain in full force and effect for a period of twenty years from the date hereof. Thereafter, they shall be deemed to have been renewed for successive terms of ten years, unless revoked or amended by an instrument in writing, executed and acknowledged by the owners of not less than three-fourths of the lots in said subdivision, which said instrument shall be recorded in the office of the County Recorder of Navajo County, Arizona, within ninety days prior to the expiration of the initial effective period hereof or any ten-year extension.

Reaffirmed this 19th day of September, 1996

Board of Directors
Pinetop Community Association