

DECLARATION OF RESTRICTIONS

TUCSON TITLE INSURANCE COMPANY, an Arizona corporation, as Trustee under Trust Number 10,767, and TUCSON TITLE INSURANCE COMPANY, an Arizona corporation, as Mortgagee under Trust Number 10,768 being the owner and mortgagee, respectively, of the following described real property situate within the County of Navajo, State of Arizona, to wit:

PINETOP COUNTRY CLUB UNIT FOUR, according to the plat of record in the office of the County Recorder of Navajo County, Arizona, in Plat Book 10.

Page 3

and 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, Lots 1 to 138 inclusive, shall be subject to the following express covenants, restriction's and reservations:

1. Said lots 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.

2. All buildings or structures erected on said lots shall be of new construction and no building or structure shall be moved from other locations onto said premises. Not more than one single-family structure may be erected on any individual lot; provided, however, a separate guest quarter may be constructed without cooking facilities. Every residential structure shall have a fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces, garages and guest quarters of not less than 800 square feet.

3. All plumbing, including but not limited to toilets, bathing facilities, and kitchen facilities, shall be of the modern inside type, connected below the surface of the ground to a septic tank with an adequate leach drainage line below the surface, or to an approved sewer line.

4. No structure shall be erected on any lot within 20 feet of the front line of said lot, or within 15 feet of either side line or rear lot line of said lot; provided however, that the setback requirements herein provided may be amended or modified by the Pinetop Community Association upon written application by any owner, wherein the Association is of the opinion that the setback requirements would work an undue hardship, or where a variation

thereof would be in the best interest of the lot owner and subdivision as a whole,

5. 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.

6. No advertising signs (except one "For Rent" or "For Sale" sign per lot, by owner only, 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.



7. 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. No metal fence shall be erected on any lot. All rubbish, trash or garbage shall be removed from the premises and shall not be allowed to accumulate thereon.

8. 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 non-profit 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 lot, 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 appoint a committee of not less than three persons to act for the Association to take the necessary action required in Paragraph 9 below. 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.

9. No building, fence, wall, antenna, broadcasting tower or other structure shall be commenced, erected, maintained or remodeled until the plans and specifications showing the nature, kind, shape, color, height, material, floor plans, location and approximate cost of such structure shall have been submitted to and approved by the Association and a copy thereof, as finally approved, lodged permanently with said Association. Failure of said Association to reject in writing said plans and specifications within thirty days from the date the same are submitted shall constitute approval of said plans and specifications. Approval of plans and

specifications shall not be unreasonably withheld, and rejection of any plans or specifications must be based on reasonable judgment as to the effect that said construction changes and alterations will have on the subdivision as a whole. The Association shall have the right to refuse to approve any such plans or specifications or grading plan, which are not suitable or desirable, in its opinion, for aesthetic, or any other reasons, and in so passing upon such plans, specifications and grading plans, it shall have the right to take into consideration the suitability of the proposed building or other structure, and of the materials of which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property. All subsequent additions to or changes or alterations, including but not limited to painting of exterior surfaces of any building, fence, wall or other structure, shall be subject to the prior approval of the Association.

10. No temporary house trailer, tent or other outbuilding shall be placed or erected on any lot longer than a period of six months, then only during the construction of a permanent dwelling.

11. No elevated tanks of any kind shall be erected, placed or permitted upon any of said lots. Any tanks for use in connection with any residential construction on said i property, including tanks for the storage of gas and fuel oil, must be buried or walled in or kept screened by adequate planting to conceal it from the neighboring tracts, roads and streets.

12. 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.

B. In event the owner of any lot shall fail to maintain the premises and the exterior of the improvements situated thereon in a manner reasonably satisfactory to the Association, or in event the owner of any lot shall fail to keep a fire line cleared to the mineral soil around his lot, or permit litter and debris to accumulate on his lot* or fall to comply with any other reasonable fire preventive requirements, Pinetop Community Association, through its agents and employees, shall have the right to enter upon such premises and to repair, maintain, rehabilitate and restore the exterior of any improvements situated thereon and/or clean or clear any lot of litter and debris, or take any other steps necessary to meet reasonable fire preventive regulations; provided, however, that the Association shall first give written notice to the owner of said lot of its intention to make such repairs or of its intention to perform such cleaning, maintenance or rehabilitation work, affording the owner of said lot thirty days time in which to make said necessary repairs, maintenance or clearing work. If at the end of said thirty-day period the work to be performed has not been done by the owner, then Pinetop Community Association shall have the right, as set forth herein, to make such repairs, rehabilitation, clearing or maintenance work. Nothing herein contained shall be construed to grant to Pinetop Community Association any right to enter into or inside of any building located on any lot without the consent of the owner thereof. Any costs incurred by Pinetop Community Association in enforcing and carrying out any of the performance of this paragraph shall be charged against the owner of said lot by invoice.

C. Pinetop Community Association, or its successors, shall be given notice in writing of any intended sale, transfer or conveyance by any of the owners of lots in the subdivision. Within twenty days after said notice is mailed by certified mail to Pinetop Community Association, or its successor, of the owner's intention to sell, stating the price and the name of the purchaser, Pinetop Community Association, through its authorized officers or agents shall have the option to purchase said lot at the same price and terms as the price and terms offered the proposed purchaser. In the event the said option shall not have been exercised within the twenty-day period, the proposed sale to the purchaser shall be deemed to have been approved by the Association or its successor. In the event that the Association, or its successor, shall fail to exercise the option to purchase said lot within the said twenty-day period, the proposed sale and transfer shall be valid only upon compliance with the following; there shall be filed in the office of the County Recorder of Navajo County, Arizona, and incorporated in the instrument of sale, transfer or conveyance, by reference, one of the following: (1) a certificate of approval by Pinetop Community Association, or its successor, of such sale, transfer or conveyance; or (2) an affidavit of the owner of said lot that notice has been given to Pinetop Community Association, or its successor, in accordance with the provisions of this paragraph, and that Pinetop Community Association, or its successor/ has failed to exercise its option within twenty days from the date of mailing said notice. ;

D. Should the interest of the owner of any lot become subject to a mortgage or other security device given in good faith and for value to a bank, savings and loan association, insurance company or other corporation or association regularly engaged in making mortgage loans, the holder thereof, upon becoming the owner of such interest through whatever means, or the seller at any sale under a power of sale therein contained, or the purchaser at a foreclosure sale, shall have the unqualified right to sell or otherwise dispose of said interest without complying with the provisions of paragraph "C" hereof, provided that all subsequent purchasers shall take subject to the limitations contained in said paragraph.

E. 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 shall be binding upon and effective against any owner of said premises whose title thereto is acquired by foreclosure, trustee's sale or otherwise,

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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.

F. 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 to parcel within said subdivision.

G. 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.

H. 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 i hereof or any ten-year extension.

DATED this 24th day of September 1968.