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STATE OF ARIZONA, County of Yavapai—ss. **2520**  
I do hereby certify that the within instrument was filed and recorded at the request of *Union Title Co.*  
on *March 19* A.D. 19 *62* at *8:00* o'clock *A.* M. Book *247* Official Records  
Page *471-474 (incl)* Records of Yavapai County, Arizona.  
WITNESS my hand and official seal the day and year first above written.

INDEXED

FRANK P. BAUER, County Recorder.

*William Jumbach*, Deputy

Order No. 113,271

GG/ms

**DECLARATION OF RESTRICTIONS**

KNOW ALL MEN BY THESE PRESENTS:

THAT UNION TITLE COMPANY, an Arizona corporation, as Trustee, being owner of all the following described premises, situate within the County of Yavapai, State of Arizona, to-wit:

Lots One (1) through Twenty (20), inclusive, MONTEZUMA PARK UNIT 4, according to the plat of record in the office of the County Recorder of Yavapai County, Arizona, in Book 8 of Maps, page 93.

and desiring to establish the nature of the use and enjoyment thereof, does hereby declare said premises subject to the following express covenants, stipulations and restrictions as to the use and enjoyment thereof, all of which are to be construed as restrictive covenants running with the title to said premises and with each and every part and parcel thereof, to-wit:

1. All of said lots in any recorded subdivision in Section 1, Township 14 North, Range 5 East, shall be known and described as single family residential lots, except the club house area which will be commercial.
2. No garage or other building whatsoever shall be erected on any of said lots until a dwelling house shall have been erected or until a contract with a reliable and responsible contractor shall have been entered into for construction of a dwelling which shall comply with the restrictions as herein contained. Prior to the erection or after the erection of such dwelling house, no garage or other outbuilding shall be used for residential purposes; provided, however, that this restriction shall not prevent the inclusion of guest or servant quarters in such garage or other outbuilding for the use of actual nonpaying guests or for actual servants of the occupants of the main residential building, but no such quarters shall be rented or used for income purposes. Such guest or servant quarters shall be limited to three (3) rooms and a bath.
3. No structure shall be erected, altered, placed or permitted to remain on any of said lots other than one (1) detached single family dwelling not to exceed one (1) story in height and a private garage not to exceed one (1) story in height for not more than two (2) cars, and a guest house or servant quarters for the sole use of actual nonpaying guests or actual servants of the occupants of the main residential building.
4. No dwelling house having less than six hundred (600) square feet of livable area and eight hundred (800) feet of roof area shall be erected, permitted or maintained on any of said lots; such dwelling houses shall be of masonry or frame with decorative redwood paneling if desired.
5. The lines of the walls nearest the front property line of any dwelling house or any garage incident thereto, built on any lot, shall not be closer than thirty (30) feet from the front property line and the side walls thereof shall not be closer than ten (10) feet to the

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side lot line on interior lots, and on corner lots the walls of any structure shall not be closer than ten (10) feet to the side street line of such lot, nor closer than ten (10) feet to the interior lot line of such corner lot.

6. No solid wall or no fence over two and one-half (2½) feet high shall be constructed or maintained nearer to the front street line of any of said lots than the front walls of all buildings erected on such lot, and in the case of a lot on which no residence has been constructed, no solid wall or no fence over two and one-half (2½) feet high shall be constructed or maintained closer than twenty (20) feet to the front lot line of any lot. No side or rear fence and no side or rear wall, other than the wall of the building constructed on any of said lots, shall be more than six (6) feet in height. No hedge more than three (3) feet in height shall be permitted closer than twenty (20) feet to the front lot line of any lot.

7. None of said lots shall be used for residential purposes prior to installation thereon of water flush toilets, and all bathrooms, toilets or sanitary conveniences shall be inside the buildings permitted hereunder. Until such time as sewers may be available, all bathrooms, toilets or sanitary conveniences shall be connected to septic tanks and cesspools constructed according to standard FHA and county specifications. The cesspool shall be deep enough to prevent water coming to the surface. When and after sewers are available, then all such toilets, bathrooms and sanitary conveniences thereafter installed shall be connected to such sewer systems.

7a. All home owners using domestic water must subscribe and pay for the services of the company holding the franchise in Section 1, Township 14 North, Range 5 East.

8. None of said lots shall be subdivided into smaller lots nor conveyed or encumbered in less than the full original dimensions of such lot, as shown by the plat of MONTEZUMA PARK UNIT 4 subdivision, except for public utilities, provided that this restriction shall not prevent the conveyance or encumbrance of adjoining or contiguous lots or parts of lots in such a manner as to create parcels of land in a common ownership having the same or a greater street frontage than the street frontage originally shown. Thereafter, such parts of adjoining or contiguous lots in such common ownership shall, for the purposes of these restrictions, be considered as one lot. Nothing herein contained shall prevent the dedication or conveyance of portions of lots for public utilities, in which event the remaining portion of any such lot shall, for the purpose of this provision, be treated as a whole lot.

9. No livestock, horses or poultry shall be kept on any of said lots, and no store, office or other place of business of any kind, and no hospital, sanitarium or other place for the care or treatment of the sick or disabled, physically or mentally, nor any theater, saloon or other place of entertainment shall ever be erected or permitted upon any of said lots, or any part thereof, and no business of any kind or character whatsoever shall be conducted from or in any residence on said lots.

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10. No structure of any kind or nature shall be erected, permitted or maintained on, over or across the easements for utilities and/or irrigation as shown on the plat of any recorded subdivision of selling corporation.

11. No structure shall be commenced or erected on any of said lots until the design and location of such structure and the kind of materials to be used in such structure have been approved in writing by the selling corporation, UNION TITLE COMPANY, as Trustee.

12. All waste, refuse or garbage must be deposited in a place to be designated by the selling corporation, but if and when a garbage and refuse collection service is inaugurated and each home owner charged a fair and equal amount therefor, each home owner must use such service.

13. The purchaser of each lot and any grantee thereafter or his heirs and assigns obtains legal title by a warranty deed upon full payment of his lot so purchased, but in no event does he obtain a proprietary right in the land that is retained by UNION TITLE COMPANY, as Trustee, or in the club grounds or in any of the lakes, irrigation ditches, Beaver Creek, and other waterways.

14. No lot owner or anybody under his direction will be allowed to cover, bridge or otherwise interfere with existing irrigation culvert or ditch without the engineering of same being definitely approved by the seller.

15. In the event that a purchaser of a lot wishes to use a central antenna television system which the selling corporation might construct, he will do so upon paying his proportionate share of the cost of construction and operation of said central antenna system.

The foregoing restrictions and covenants run with the land and shall be binding on all persons owning any of said lots in any recorded subdivision until twenty (20) years from date, 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 in any recorded subdivision it is agreed to change the said covenants in whole or in part.

Deeds of conveyance of said property, 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 part thereof, each and all of such restrictive covenants shall be valid and binding upon the respective grantees. 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, that a violation of these restrictive covenants or any one or more of them shall not affect the lien of any mortgage now of record, or which hereafter may be placed of record upon said lots or any part thereof.

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Invalidation of any one of these covenants or restrictions by judgment or court order shall in nowise affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the UNION TITLE COMPANY, as Trustee, has hereunto caused its corporate name to be signed and its corporate seal to be affixed and the same to be attested by the signatures of its duly authorized officers, this 15th day of March, 1962.

UNION TITLE COMPANY, as Trustee

By:

James E. Mack  
Its Vice President

ATTEST:

Glenn Ginn  
Its Asst. Secretary

STATE OF ARIZONA )  
                          ) ss.  
County of Maricopa)

On this, the 15th day of March, 1962, before me, the undersigned officer, personally appeared James E. Mack and Glenn Ginn who acknowledged themselves to be the Vice President and Assistant Secretary of UNION TITLE COMPANY and that as such officers, respectively being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation, by themselves as such officers, respectively.

[Signature]  
Notary Public

My commission expires: 4/17/65