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STATE OF ARIZONA, County of Yavapai—ss. **1189**  
I do hereby certify that the within instrument was filed and recorded at the request of *Union Title Co.*  
on *Feb 5* A.D., 19*62* at *8:00* o'clock *A*. M. Book *246* Official Records  
Page *279-282 (incl.)*, Records of Yavapai County, Arizona.  
WITNESS my hand and official seal the day and year first above written.

FRANK C. BAUER, County Recorder,  
By *Dora L. Miller* Deputy

INDEXED

## DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That ARIZONA TITLE INSURANCE & TRUST COMPANY, an Arizona corporation, as Trustee, and UNION TITLE COMPANY, an Arizona corporation, as Trustee, being the owners of the following described premises, situate within the County of Yavapai, State of Arizona, to-wit:

Lots Two Hundred Thirty Two (232) to Three Hundred Forty Five (345), inclusive, SEDONA WEST NO. 2, according to the plat of record in the office of the County Recorder of Yavapai County, Arizona, in Book 8 of Maps, page 84 thereof;

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. Lots 232 to 345, inclusive, in SEDONA WEST NO. 2 shall be known and described as residential lots.
2. No structure whatever, other than one private, single-family dwelling together with a private garage for not more than three (3) cars, a guest house, and servant quarters, shall be erected, placed or permitted to remain on any of the lots; provided, however, that no facilities for the preparation of food shall be provided or permitted in any guest house or servants' quarters to be erected on said premises.
3. No store, office or other place of business of any kind, and no hospital, sanatorium, 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, or any church, shall ever be erected or permitted upon any of the lots, or any part thereof, and no business of any kind or character whatever shall be conducted in or from any residence on the lots.
4. No lot shall be re-subdivided into smaller lots nor conveyed or encumbered in less than the full original dimension of the lot as shown on the plat of SEDONA WEST NO. 2 except for public utilities, unless said re-subdividing has been approved, in writing, by the Architectural Control Committee.
5. No building, fence, wall or other structure shall be commenced, erected, or maintained, until the plans and specifications and plot plan, showing the nature, kind, shape, height, materials, floor plans, exterior color scheme, location and approximate cost of such structure and the grading of the lot to be built upon, including location, size and design of sewage disposal unit, shall have been submitted to and approved by the Architectural Control Committee, hereinafter described, and a copy thereof, as finally approved, lodged permanently with said Committee. The Committee shall have the right to refuse to approve any such plans or specifications or grading plan, which are not

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suitable or desirable, in its opinion, for aesthetic or 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 planned, on the outlook from the adjacent or neighboring property. All subsequent additions to or changes or alterations in any building, fence, wall or other structure, including exterior color scheme, shall be subject to the prior approval of the Architectural Control Committee. All decisions of the Committee shall be final, and no lot owner or other parties shall have recourse against the Committee for its refusal to approve any such plans and specifications or plot plan, including lawn area and landscaping.

The Architectural Control Committee shall be composed originally of Wayne Burns, James E. Geary, Edith P. Geary and M. A. Schultz. In the event of death, incapacity or resignation of a member of the Committee, the remaining members shall have full authority to designate a successor. The members of the Committee shall not be entitled to any compensation for services performed under this covenant. The Committee shall, however, have the authority to use the services of an architect as consultant, and to charge a sum not exceeding \$35.00 for each set of plans and specifications submitted to it for approval to defray the fees of the consultant. The consultant shall not have the right to vote in passing upon the plans and specifications. When eighty percent (80%) of the lots have been sold, and when not less than \$1,500.00 shall have been paid in against the purchase price of each of 91 lots, the then record owners of a majority of the lots shall have the power, through a duly recorded instrument, to change the membership of the Committee.

6. An entire lot, together with the improvements thereon, may be rented by the owner to a single family, but not otherwise.

7. No poultry, livestock or other animals, other than the usual household pets, shall be permitted on any lot.

8. All dwellings upon which construction has started shall be completed promptly.

9. With the exception of one "For Rent" or "For Sale" sign (which shall not exceed 18 x 24 inches in size), no advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any lot; nor shall the lots be used in any way or for any purpose which may endanger the health or unreasonably disturb the holder of any other lot.

10. No elevated tanks of any kind shall be erected, placed or permitted upon any lot; any tanks for use in connection with any residence on the lots, including tank for storage of gas, fuel oil, gasoline or oil, must be buried or kept screened by adequate planting or fence work, which planting or fence work must be first approved by the Committee, to conceal them from neighboring lots and streets.

11. All rubbish, trash or garbage shall be removed from the lots and shall not be allowed to accumulate thereon. No incinerators, other than high combustion burners, shall be kept or maintained on any lot.

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12. Excepting for purposes of actual construction upon which Tract, no stone, sand, gravel or soil shall be removed from any Tract, PROVIDED, HOWEVER, that the Trustees, their successors or assigns, in carrying out the improvement and development of said subdivision shall have the right of ingress and egress upon all Tracts for the purpose of grading and excavating thereon, constructing and completing street improvements, installation of public utilities, and to do any and all necessary things to complete the said general plan of improvement. Unless suitable retaining walls are constructed to support the earth, the natural angle of repose of the ground shall not be altered by excavation within five (5) feet of any boundary line of any Tract by other than a slope of one and one-half (1½) feet horizontal to one (1) foot vertical, PROVIDED, HOWEVER, that nothing in this paragraph shall be construed to prevent any such alteration in any manner with or without retaining walls, by the Architectural Committee in carrying out the development and improvement of said property.

13. All construction shall conform to Arizona State and Yavapai County Sanitary Codes and no outside toilets will be permitted.

14. That no house trailer or trailers shall be placed on this subdivision of SEDONA WEST NO. 2, or on any part thereof.

15. The aforesaid provisions, restrictions and covenants, and each and all thereof, shall run with the land and every part thereof, and shall be binding on all the parties and all persons claiming under them until January 1, 1972, after which time they shall be automatically extended for a period of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change the same in whole or in part.

Failure to enforce any of these restrictions, rights, reservations, limitations, covenants and conditions contained herein shall not, in any event, be construed or held to be a waiver thereof or consent to any further or succeeding breach or violation. Upon the breach or threatened breach of said covenants or restrictions or any of them, anyone owning or having an interest in SEDONA WEST NO. 2 may bring an appropriate action in the proper Court to enjoin or restrain said violation, or to compel compliance with the said covenants or restrictions herein contained, or to collect damages or other dues on account thereof.

Invalidation of any one of these restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, ARIZONA TITLE INSURANCE & TRUST COMPANY, as Trustee, and UNION TITLE COMPANY, as Trustee, have hereto caused their corporate names to be signed and their corporate seals to be affixed, and the same to be attested by the signatures of their duly authorized officers this 31st day of January, 1962.

ARIZONA TITLE INSURANCE &  
TRUST COMPANY, as Trustee

By [Signature]  
Its Vice President  
ATTEST: [Signature]  
Its Secretary

UNION TITLE COMPANY, as  
Trustee

By [Signature]  
Its Vice President  
ATTEST: [Signature]  
Its Secretary

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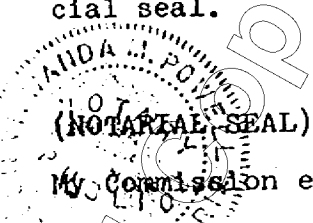
STATE OF ARIZONA

COUNTY OF Maricopa

SS:

On this, the 29th day of January, 1962, before me, the undersigned officer, personally appeared F. E. PETTYCREW and W. J. MC DONOUGH, who acknowledged themselves to be the VICE PRESIDENT and ASSISTANT SECRETARY respectively, of the ARIZONA TITLE INSURANCE & TRUST COMPANY, an Arizona corporation, and that they 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, as Trustee, by themselves as such officers respectively.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.



Aida M. Powell  
NOTARY PUBLIC

STATE OF ARIZONA

COUNTY OF MARICOPA

SS:

On this, the 31st day of January, 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 respectively, of the UNION TITLE COMPANY, an Arizona corporation, and that they 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, as Trustee, by themselves as such officers respectively.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.



Marion A. Baker  
NOTARY PUBLIC

My Commission expires: 3-12-62