

STATE OF ARIZONA, County of Yavapai
 I do hereby certify that the within instrument was filed and recorded at the request of Jaeger Dev. Corp.
 on JUN 27 1978 - 8:10 AM Official Record Page 622-623-624
 Record of Yavapai County, Arizona, WITNESS my hand and official seal the day and year first above written.

By PATSY JENNEY, County Recorder
Southern Bell

When requested mail to:
 Jaeger Dev. Corp.
 7 Mountain States Realty Inc.
 Box 181
 Rimrock, AZ 86335

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That ARIZONA TITLE INSURANCE AND TRUST COMPANY, an Arizona corporation, as Trustee, under Trust No. 6613, herein-after referred to as "Declarant" being the Owner of all the following real property located in Yavapai County, Arizona: Parcels One through Eight, inclusive, APACHE KNOLLS, according to Result of Survey recorded in Book 2 of Land Surveys, Page 103.

WHEREAS, said Declarant desires to subject the said parcels to certain restrictions, conditions, covenants and agreements as hereinafter set forth in furtherance of a general plan for the improvement of said real estate:

NOW, THEREFORE, the undersigned owner of the herein-above described property hereby declares that said property is held and shall be conveyed subject to restrictions, conditions, covenants, charges and agreements set forth in this Declaration, to-wit:

THE FOLLOWING COVENANTS APPLY TO PARCELS 5, 6, 7, 8 and the S 1/2 of 4:

1. No parcel or portion thereof shall be used except for residential, farming or ranching purposes. No building shall be erected, placed, altered, or permitted to remain on any parcel, or portion thereof, other than one detached, single-family dwelling containing not less than 1,000 square feet, along with one guest house, without cooking facilities, and normal out buildings used in conjunction with farm residences and farming and ranching operations. No business, other than farming, including greenhouses, or ranching, of any nature or description shall be carried on or transacted on any portion of said property nor shall any part of said premises be used as a hospital or sanitarium or other place for hire for the care or entertainment of persons suffering from any disease or disability whatsoever.

2. BUILDING LAND AREA: In order to preserve the spacious rural atmosphere of the area there shall not be more than one detached single-family residential dwelling and attendant out buildings per each 10 acres.

THE FOLLOWING COVENANTS APPLY TO ALL PARCELS:

1. ARCHITECTURAL CONTROL: No building or structure of any type shall be erected, placed or altered on any parcel until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures or natural surrounding area, and as to location with respect to topography.

2. NUISANCES - SEWAGE DISPOSAL: No noxious or offensive activity shall be carried on upon any parcel, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the surrounding area. No parcel shall

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be used or maintained as a dumping ground for rubbish. There shall be no outside toilets with all plumbing connected to a septic system.

3. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage or other outbuilding shall be used on any parcel at any time either temporarily or permanently without consent of the Architectural Control Committee.

4. LIVESTOCK: No hogs of any kind shall be raised, bred or kept on any parcel.

5. ARCHITECTURAL CONTROL COMMITTEE: The Architectural Control Committee shall be composed of JEAGER DEVELOPMENT CORPORATION, or its designated representative. The Committee's approval or disapproval as required in these covenants, shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove the plans within thirty (30) days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

7. TERMS: These covenants are to run with the land and shall be binding on the undersigned and all of its successors in title, interest or possession in all and every part of said premises until December 31, 1998, and thereafter said covenants shall be automatically extended for successive periods of ten (10) years, unless and until the owners of a majority of the parcels affected hereby amend or revoke the same by written instrument, duly acknowledged, and recorded. These covenants may be amended at any time in writing by the owners of 80% of the parcels.

8. DEEDS: Deeds of conveyance of all or part of said parcels may incorporate by reference all of the provisions contained in this document. However, whether or not recited in the deeds of conveyance, these restrictions shall be binding on every owner of every parcel in this subdivision.

9. ENFORCEMENT: If the owner or possessor of any parcel subject to these restrictions shall violate, or attempt to violate, any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said tract to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to him or them from so doing or to recover damages for such violations, or both.

10. SUBORDINATION: Nothing contained in this Declaration shall be held to invalidate the lien of any mortgage or deed of trust prior to foreclosure, provided, however, that any purchaser at any mortgage foreclosure sale or sale under deed of trust shall hold title subject to all the provisions hereof.

11. SEVERABILITY: invalidation of any one of these covenants 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 AND TRUST COMPANY, an Arizona corporation, as Trustee under Trust 6613, has caused its corporate name to be signed by the undersigned officer duly authorized this 26 day of June, 1978.

ARIZONA TITLE INSURANCE AND TRUST COMPANY

By Roderick N. Collier
Asst. Trust Officer

BOOK 1148 PAGE 623

STATE OF ARIZONA }
County of Maricopa } ss.

This instrument was acknowledged before me this
26th day of June, 1978, by Roderick N. Collier
Assistant. Trust Officer of ARIZONA TITLE INSURANCE
AND TRUST COMPANY.

Rita Brown
Notary Public

My commission expires:
12/13/81