

I do hereby certify that the within instrument was filed and recorded at the request of
 on Aug 20 A.D., 1973 at 4:00 o'clock P.M. Book 863 Official Records
 Page 152-153-154 Records of Yavapai County, Arizona.

WITNESS my hand and official seal the day and year first above written.

PAISY C. JENNEY, County Recorder

By Jean C. Bailey Deputy

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

This declaration is made this 20th day of August, 1973, by HIGHLAND PINES PROPERTIES, an Arizona Corporation, hereinafter called "Declarant", as present owner of the Second Beneficial Interest in Transamerica Title Insurance Company, Trust No. 91696, being properly authorized so to act by terms of the trust, and Transamerica Title Insurance Company of Arizona, as Trustee, hereunder, hereinafter called "Trustee", solely as bare legal title holder and not personally, and acting at the proper direction of said Beneficiary - "Declarant", executes this Declaration of Reservations, Covenants, Conditions and Restrictions, to run with the real property herein described for the purposes as hereinafter set forth:

Lots 1 through 29, HIGHLAND PINES PLAT I, a portion of Sections 27 and 34, Township 14 North, Range 3 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, according to the plat of record in the office of the County Recorder of Yavapai County, Arizona, in Book 17 of Maps, page 83, 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. All lots in HIGHLAND PINES, PLAT I, shall be known and described as residential lots.
2. All structures on said lots shall be of new or approved construction.
3. No structure in whole or part shall be moved on the property without the written approval of the HIGHLAND PINE PROPERTIES, INC., and must in any case be brought up to covenant standards within a six-month period.
4. Detached garage and guest facilities may be erected and may be used as the main residence for a period of not to exceed one year before beginning construction of the main dwelling. Guest facilities may not be rented, EXCEPT as part of renting one lot and its buildings as a single family residence.
5. No dwelling house having less than 700 square feet of living area, exclusive of open porches, pergolas or attached garage, if any, shall be erected, permitted, or maintained on any of said lots.
6. All structures are to be of suitable exterior design, having all materials including roof painted, stained, or colored so as to blend with the natural surroundings.
7. All dwellings used for residential purposes shall install water flush toilets, and all bathroom, 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 in accordance with requirements and standards of County and State laws, rules and regulations and in accordance with sound engineering, safety, and health practices.
8. No structures of any kind shall be erected on the easements reserved for public utilities, as shown on the said plat of HIGHLAND PINES, PLAT I.
9. Outside of personal pets, which do not constitute a nuisance or danger, arrangements for approval must be made with the HIGHLAND PINE PROPERTIES, INC., concerning all livestock or poultry which shall be kept on any of said lots.
10. 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 HIGHLAND PINE PROPERTIES, INC., or their Nominee.

11. All trash and waste material must be screened from public view. Said screen shall be painted or stained so as to blend with natural surroundings, and material may not exceed a height of five feet without the approval of the development committee.
12. All metal containers exposed to public view shall be painted forest green.
13. All outside fires, whether for cooking, camping, trash burning, and any other purpose, shall be considered as hostile and dangerous and are for the safety of the owners and neighbors not permitted unless confined to a well-built and protected fireplace or incinerator. The HIGHLAND PINE PROPERTIES, INC., or Nominee will decide, if necessary, whether such construction is adequate for the general safety of all.
14. No disabled or dismantled vehicles or machinery will be left on said lots, nor will unsightly accumulations of building materials be permitted except that necessary during construction; once started, construction will be pursued diligently. And any dispute will be decided by the HIGHLAND PINE PROPERTIES, INC., or Nominee.
15. All fireplace chimneys and outlets from stoves, heating appliances and outside fire boxes, must be protected from flying sparks by capping or screening.
16. The storage collection, disposal and removal of all debris, garbage and trash must be arranged for with the HIGHLAND PINE PROPERTIES, INC., or with an established service permitted to charge a fee as recommended by the State or County Health Agent.
17. All residential lots as shown on HIGHLAND PINES, PLAT I are restricted from permanent housetrainers, however, a three (3) year allowance period from purchase date, during construction, will be allowed if proper sanitary and health regulations are maintained.
18. There shall be no indiscriminate use of firearms any where on the HIGHLAND PINE PROPERTIES, except with direct permission for use of said firearms at a specified location. This requirement is necessary because of the hazards natural to the type of terrain.
19. Any landscaping shall be of an informal type compatible with the natural surroundings.
20. Owners may list their property for sale as they wish but all "For Sale" signs are prohibited except the small sign used initially by the developers. When a sale is made seller must see that buyers are provided with a set of restrictions.
21. All buyers are charged with the responsibilities of contacting Yavapai County Planning and Zoning for regulations on set-backs and use of trailers. A trailer permit is required and a building permit is required and can be obtained through Yavapai County Planning and Zoning in Prescott Office.
22. A Property Owners Association is presently in existence and each lot buyer will be a member. Present dues are \$10.00 per year.

The foregoing restrictions and covenants run with the land and shall be binding on all persons owning any of said lots in HIGHLAND PINES, PLAT I, until January 1, 1985, at which time said covenants shall be automatically extended for successive periods of ten years each, unless by vote a majority of the then owners of the lots in said HIGHLAND PINES, PLAT I, 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 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.

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

Each party who acquires any interest in all or part of the property described herein further agrees, that upon such acquisition of an interest in all or part of this real property, said acquiring party does not have nor shall not exert any right or claim against trustee shown herein for any breach or failure of trustee to enforce all or part of the covenants, conditions and restrictions set forth herein, but shall look to the other property owners acquiring an interest in said property, and/or the declarant, his successors and assigns, for any performance or relief deemed equitable, or necessary for enforcement of the covenants, conditions and restrictions contained herein.

IN WITNESS WHEREOF, HIGHLAND PINES PROPERTIES, an Arizona Corporation, has caused its corporate name and seal to be hereunto affixed by its representative hereunto duly authorized this 20th day of August, 1973.

HIGHLAND PINES PROPERTIES, an Arizona Corporation, Second Beneficiary under Trust No. 91696, duly authorized

BY: W. L. Bixler
W. L. BLXLER, Representative

RATIFIED AND APPROVED:

TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA, as Trustee, solely as bare legal title holder, and not personally.

BY: R. A. Jacobs
Trust Officer

STATE OF ARIZONA)
County of Yavapai) -ss

The foregoing instrument was executed before the undersigned Notary Public on the 20th day of August, 1973, by R. A. Jacobs who acknowledged himself to be a Trust Officer of the TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation as Trustee, by himself as such officer.

Roberta Ann [Signature]
Notary Public

My commission will expire: My Commission Expires Aug. 5, 1975