



INSTRUMENT # 8946371
 OFFICIAL RECORDS OF
 YAVAPAI COUNTY
 PATSY C. JENNEY
 REQUEST OF
 FIRST AMERICAN TITLE INS CO
 DATE: 12/13/89 TIME: 15:50
 FEE: 7.00 SC: 4.00 FT: 1.00
 BOOK 2207 PAGE 823 PAGES: 007

When recorded return to:
 Paul D. Levie, P.C.
 P.O. Box 450
 Chino Valley, AZ 86323

DECLARATION OF RESTRICTIONS
 AMENDED

CHINO MEADOWS UNIT IV

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		By		Map			Pcl

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Declaration of Restrictions Amended Chino Meadows Unit IV, was executed by Amtitle Trust Company, an Arizona corporation, as Trustee, November 8, 1971, and recorded November 10, 1971, Yavapai County, Instrument Number 40432, Docket 701, Pages 933 through 936, and

WHEREAS, said restrictions purported to impose a General Plan for the improvement and development of said property described therein, and to provide a committee to approve all buildings prior to construction or placement on a lot, and

WHEREAS, the General Plan has not been followed or carried out in any degree nor to any extent and no buildings have been either constructed nor placed upon any of said lots in said subdivision and the Developer, Consolidated Mortgage Corporation is no longer in existence, and

WHEREAS, said prior Restrictive Covenants have expired and have become effective and unenforceable by reason of non-use and other circumstances which have effected the development of said subdivision,

WHEREAS, these proposed amendments conform with the laws and ordinances of the State of Arizona, the County of Yavapai, and the ordinances of the City of Chino Valley, including the zoning ordinances thereof, and

WHEREAS, it is now the desire and the intent of a majority of the owners of record of Lots in Chino Meadows Unit IV to abrogate, void, avoid, and amend said Declaration of Restrictions,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

First American Title Insurance Agency of Yavapai, Inc., an Arizona Corporation, as Trustee under Trust Number 4253, being the owner of the majority of the lots in Chino Meadows Unit IV, namely the following lots: 1345, 1349, 1350, 1351, 1353, 1354, 1355, 1356, 1357, 1358, 1359, 1361, 1362, 1363, 1365, 1368, 1369, 1370, 1371, 1372, 1373, 1374, 1375, 1376, 1377, 1378, 1379, 1380, 1381, 1384, 1385, 1386, 1387, 1388, 1389, 1390, 1392, 1393, 1394, 1396, 1397, 1398, 1399, 1400, 1406, 1408, 1409, 1410, 1411, 1412, 1414, 1415, 1417, 1418, 1419, 1420, 1421, 1422, 1423, 1425, 1429, 1430, 1431, 1432, 1433, 1436, 1439, 1440, 1442, 1444, 1445, 1446, 1447, 1448, 1449, 1451, 1452, 1456, 1458, 1459, 1461, 1462, 1465, 1466, 1467, 1468, 1469, 1470, 1472, 1473, 1475, 1482, 1484, 1485, 1488, 1489, 1490, 1491, 1494, 1498, 1500, 1501, 1501, 1504, 1505, 1507, 1508, 1511, 1517, 1521, 1524, 1525, 1526, 1529, 1530, 1533, 1536, 1537, 1540, 1541, 1543, 1546, 1547, 1550, 1552, 1553, 1554, 1559, 1563, 1564, 1569, 1570, 1571, 1573, 1574, 1579, 1581, 1583, 1587, 1591, 1594, 1598, 1599, 1606, 1607, 1613, 1616, 1617, according to the plat of record in the office of the County Recorder in the County of Yavapai County, Arizona in Book 15 of Maps, Page 86 thereof, and

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desiring to establish the nature of use thereof, does hereby declare said premises subject to the following expressed terms, conditions and stipulations as to the use and enjoyment thereof.

A committee consisting of a designated agent of the Beneficiaries of Trust 4253 shall approve all buildings prior to construction or placement of said building on a lot. Said agent shall exercise this power of approval until 50% of the lots in said subdivision are sold and improved with buildings, at which time approval will revert to a committee elected by a majority of the owners of record of lots in Chino Meadows Unit IV.

1. Each of the lots hereinabove described shall be designated as single family residential lots.

a. No building shall be erected or placed thereon having less than 800 square feet of living area exclusive of open porches, or attached carport, or garages.

b. Front line setbacks and side lot and rear lot requirements will be as required by the City of Chino Valley Planning and Zoning Commission.

c. No travel trailer will be permitted to be used on residential lots as a permanent residence.

d. No building except a single family residential dwelling, or storage building and carport or garage for use in connection with such dwelling shall be placed, erected, maintained or permitted upon such lots. The owner of any lot shall be permitted to store on his lot a vacation

trailer or RV provided the same shall be placed upon the lot in such manner that it shall not, in the opinion of the committee herein provided for, be considered detrimental to the appearance of the lot.

2 Residential buildings shall be conventional or manufactured residential building approved by the committee hereinabove provided for.

3. Prior to any construction upon any lot a proper permit must be obtained from the City of Chino Valley. All construction must be substantially completed within six months of the issuance of said permit and fully completed within nine months of the issuance of that permit.

4. No lots shall be re-subdivided into smaller building lots.

5. No owners of any lot shall be permitted to alter the topographic conditions of his lot or parcel of land in any way that would permit additional quantities of water from any source, other than what nature originally intended, to flow from his property onto any adjoining property or public right of way.

6. No washing machines, dryer, or other appliances shall be kept in any unenclosed area of any lot, nor shall any large machinery including but not limited to dump trucks, tractors, blades, etc., be parked on any lot. No car wrecking or rebuilding shall be performed on any lot.

7. All clothes lines, equipment, service yards, wood piles or storage piles shall be kept screened by adequate

planting so as to conceal them from view of neighboring lots or streets. All rubbish, trash or garbage shall be removed from the lots on a regular basis and shall not be allowed to accumulate thereon, and shall not be burned except by use of incinerator and only during the hours so specified by the Yavapai County Health Department.

8. Sewage disposal shall be affected by means of individual septic tanks, the type of tank, its construction, locations on lot and tile disposal field shall be approved by Yavapai County Health Department. No cesspools or outside toilets shall be permitted.

9. No swine, cows, horses or other livestock, and no poultry shall be kept upon said lots. (EXCEPTION) House pets not to exceed two (2) adults of any one species.

10. No advertising signs, for sale or for rent signs, billboards, unsightly objects or nuisance shall be erected, placed or permitted to remain on any of the lots in any position visible from the streets or adjoining property unless written approval is had and obtained from the committee herein provided for, nor shall the premises be used in any or for any purpose which may endanger the health or unreasonably disturb the holder of any lot.

11. 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, physically or mentally, nor any theater, saloon or other places of entertainment shall be erected or permitted upon any lot, and no business of any

kind or character whatsoever shall be conducted from the building located on any lot or from any lot.

12. No rear yard fence shall be constructed higher than six feet (6') and no front yard fence shall be constructed higher than three feet (3').

The foregoing restrictions and covenants run with the land unless the owners of 75% of the units of real property within said parcels of land by vote or other written consent change the said covenants in whole or in part, and if not so changed, shall be binding on all persons owning real property within any of said parcels for a period of twenty (20) years from the date of this Amendment, at which time said covenants shall be automatically extended for successive periods of ten (10) years each. Deeds of conveyance of said property or any part thereof may contain the above restrictive covenants which 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 or recorded upon such parcels or any part thereof.

Should any of these restrictive covenants be invalidated by law, regulation, or court decree, such invalidity of any such restrictive covenants shall in no way

effect the validity of the remainder of the restrictive covenants.

DATED this 13th day of December, 1989.

FIRST AMERICAN TITLE INSURANCE AGENCY OF YAVAPAI, INC., AS TRUSTEE

SEAL

BY: Marilyn G. Saxerud
Marilyn G. Saxerud
Trust Officer

STATE OF ARIZONA)
) ss.
COUNTY OF YAVAPAI)

On this the 13th day of December, 1989, before me personally appeared MARILYN G. SAXERUD, who acknowledged herself to be the Trust Officer of First American Title Insurance Agency of Yavapai, Inc., as Trustee, and that she as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself as such officer.

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

Janera J. Henry
Notary Public

My commission expires:

6-30-91