


MICROFILMED

DECLARATION OF COVENANTS
AND RESTRICTIONS
FOR
COMMAND ESTATES - UNIT TWO

	Instrument #	16123
	Recorded Official Records	
	of Yavapai County, Arizona.	
	MAY 14 '84 - 11 15 AM	
YAVAPAI CO. PLANNING & ZONING		
at the request of		
PATSY C. JENNEY, County Recorder Pgs. 5		
Deputy <i>[Signature]</i>		

KNOW ALL MEN BY THESE PRESENTS:

THAT CONQUISTADOR INVESTMENTS LIMITED owner of all the following described premises situated in the County of Yavapai, State of Arizona, to wit:

COMMAND ESTATES - UNIT TWO lots One (1) through Seventeen (17)

In an effort to establish the nature of the use and enjoyment thereof, the undersigned do hereby declare said premises subject to the terms, conditions and stipulations in the use and enjoyment thereof, as hereinafter set forth.

This Declaration hereby establishes a plan for the individual ownership of real property estates, consisting of a lot and the improvements thereon. Said restrictions establish and impose a general plan for the improvements and development of said property described herein, and the adoption and establishment of covenants, conditions, and restrictions upon said land, and upon any and all units constructed or to be constructed, thereon, or mobile or modular homes to be placed thereon, and upon the use, occupancy and enjoyment thereof.

A committee of (3) three persons shall be elected by the majority of the owners of record of the lots in COMMAND ESTATES - UNIT TWO which said committee shall approve all buildings prior to construction or placement on a lot. Said committee shall not approve the construction of any building, or approve any use, which is contrary to these restrictions.

This Declaration is made this 1981 by CONQUISTADOR INVESTMENTS LIMITED, hereinafter called "Declarant", as present owner of the second beneficial interest in FIRST AMERICAN TITLE INSURANCE COMPANY OF ARIZONA (formerly Arizona Title Insurance Company) under Trust No. being properly authorized so to act by terms of the Trust, and FIRST AMERICAN TITLE INSURANCE COMPANY OF ARIZONA, as Trustee, thereunder, 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 purpose as hereinafter set forth.

CONQUISTADOR INVESTMENTS

Box 692

Camp Verde

86322

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USES AND ACTIVITIES PERMITTED OR PROHIBITED

1. No more than one single family dwelling structure shall be permitted on any lot. A guest house shall be permitted, providing a permit is first obtained from the Yavapai Planning and Zoning Commission. Provided, however, that a guest house shall not be leased or rented or used for any purpose contrary to these restrictions.

2. No manufacturing or commercial enterprises, or enterprises of any kind for profit shall be maintained upon, in front of, or in connection with any lot, nor shall any lot be used for any purpose other than residential or permissible agricultural use. No lot shall be used for a public boarding house, lodging house, sanitarium, hospital, rest home, nursing home, asylum or institution of any kindred nature.

3. None of said lots in said Subdivision shall be resubdivided into smaller lots or conveyed in less than the full original dimension of such lots.

4. No noxious or offensive activity or use shall be carried on, ducted or permitted upon any lot, nor shall anything be done thereon which may or might become an annoyance or nuisance to the neighborhood. No part of any lot shall be used or occupied injuriously to affect the use, occupation, enjoyment or value of the adjoining or adjacent premises for residential purpose, or the neighborhood where said lot is situated.

5. No garbage or other debris shall be burned, dumped or stored on any lot or street in the Subdivision, and each lot owner shall promptly carry away, or cause to be carried away, all trash, garbage or debris, so that the premises belonging to each owner shall be clean and present an orderly and neat appearance at all times. "Debris" as used herein, shall include, but not by way of limitation, bones, tires, fallen branches from trees, leaves, weeds, grass, manure, and any other natural growth and/or by-products of natural growth. Until such time as restricted by law or ordinance, weeds, grass and leaves may be raked and burned on the premises of the owner of a lot, providing said burning is conducted in a manner as not to create a fire hazard or violate any other provision of these restrictions.

6. All garbage or trash containers and other such facilities shall be placed in an enclosed area so as not to be visible from the adjoining lots or streets.

7. No washing machines or other appliances shall be kept in any unenclosed area of any lot, nor shall any heavy construction equipment, including, but not by way of limitation, dump trucks, tractors, blades, trenchers, power shovels, crushers and tank trucks be stored, parked or permitted on any lot. Normal equipment as may be necessary to till the acreage shall be permitted. No car wrecking or rebuilding of motor vehicle, trucks or farm equipment shall be performed or permitted on any lot.

8. No boat, boat trailer, travel trailer, or stock trailer, or any similar equipment or vehicle, shall be stored or maintained on the front 50 feet of any lot in said Subdivision.

9. No semi-abandoned vehicles or obnoxious junk shall be premitted to accumulate upon any lot in the Subdivision. No derrick or other structure designed for use in boring, mining, or quarrying for water, oil or natural gas, or precious stone, shall be erected, maintained or permitted upon any lot in the Subdivision, except temporarily for drilling or maintaining of a water well or septic tanks.

10. No signs, billboards or advertising devices, except those used by the undersigned in the sale of the lots in the Subdivision, shall be placed on any lot or building in said Subdivision.

11. Mobile homes shall be permitted on lots one (1) through seventeen (17). Single wide mobile homes or trailers shall not be permitted. However, double wide mobiles not more than five years old shall be premitted. All mobiles placed on the lots shall either be skirted with manufactures material or "dug in". Use of skirting material other than that produced by a commerical manufacturer must be approved by the Committee referred to on page one. The classification of a residence as real property as apposed to personal property by any State or Federal government or agency shall not override this restriction.

II

IMPROVEMENTS, PLACEMENT, REVIEW BY COMMITTEE, CONSTRUCTION

1. No building, addition, accessory, fence, wall or other structure or improvement shall be commenced or erected, not shall any addition or change therein be made until the plans and specifications showing the nature, kind, shape, height, material, floor plans and location of such structure or improvement have been submitted to and approved in writing by the Committee, and without also obtaining a building permit. Failure of the Committee to give notice of disapproval of such plans and specifications within thirty (30) days after receipt thereof shall be deemed to constitute approval thereof.

2. No permanent or temporary structure shall be permitted to be maintained or constructed closer than sixty (60) feet from the front and rear of each lot, nor closer than thirty (30) feet from the side of any lot.

3. In the event that the buyer elects to construct a residential structure on a lot, the material used for such construction shall be new or of equivalent quality. Prefabricated housing shall be permitted to be placed upon a lot. All structures whether double wide, prefabricated or constructed on site shall contain a minimum of 1000 square feet of living area exclusive of carports, garage, open porches and patios.

4. No carport, outbuilding, shack, tent, trailer or temporary structure placed or maintained on any lot in said subdivision shall at any time be used or occupied as a residence, either temporarily or permanently, nor shall any structure of a temporary character be used as a residence, except the Committee may issue a permit to owner for the use of an approved travel trailer or motor home to be used as a residence during construction of dwelling. The permit shall not normally be issued for more than 180 days and said travel trailer or motor home must be connected with an approved water and sanitary sewer system. No dwelling on any lot in said subdivision shall be occupied while in the course of construction until fully enclosed and connected with an approved water and sanitary sewer system. Dwelling shall be fully enclosed within 180 days of start of construction. Construction shall be completed within five (5) years subsequent to issuance of building permit. No outdoor toilets or privies shall be permitted.

III

LIVESTOCK AND POULTRY REQUIREMENTS

1. All livestock or poultry shall be maintained so as to avoid creation of a hazard or nuisance to owners of other lots in the Subdivision. No swine, guinea fowl, pea fowl, nor wild animals of any kind will be permitted. Livestock or poultry shall be maintained only for the personal use and enjoyment of the residents of the lot. The breeding and raising of livestock or poultry for commercial purpose will not be permitted, except as an individual bona fide project for a 4-H or similar organization. All fences for any livestock or animals shall be constructed of new materials or the equivalent thereof and for such height and strength as to adequately contain any and all permitted livestock or animals.

IV

TERM AND ENFORCEMENT

1. These covenants are to run with the land and shall be binding upon all subsequent owners of any of said lots.

2. If there shall be a violation or threatened or attempted violation of any of said covenants, conditions, stipulations or restrictions, has herein set forth or in any amendment, it shall be lawful for any person or persons owning real property situated in COMMAND ESTATES - UNIT TWO to prosecute under proceedings at law or in equity against all persons violating or attempting to violate any such restrictions, covenants, conditions, or stipulations and either to prevent him or them from so doing, or to recover damages resulting from such violation, provided, however, that a violation of these restrictions or any one or more of them, shall not affect the lien of any mortgage or deed of trust now of record or which may hereafter be placed of upon said lots or any part thereof.

3. If any clause, phrase, sentence, or other portion to these covenants and restrictions shall be or become illegal, null or void for any reason or shall be held by any court of competent jurisdiction to be illegal, null or void, the remaining portions of said covenants and restrictions shall not be affected thereby, and such remaining portions shall remain on the full force and effect. In the event that any restriction, clause phrase, sentence or other portion to these covenants and restrictions are contrary to any regulations or restriction imposed by Yavapai County or any other governmental unit then the latter shall prevail.

4. After the date hereof, each party who acquires any interest in all or any part of the property described herein, further agrees that upon such acquisition of any interest in all or part of the real property, said acquiring party shall look only to the other subsequent property owner or owners acquiring an interest in said property for any performance or relief deemed equitable or necessary for the enforcement of the covenants, conditions and restrictions contained herein.

IN WITNESS WHEREOF, CONQUISTADOR INVESTMENTS, LIMITED

CONQUISTADOR INVESTMENTS, LIMITED
as Second Beneficiary under Trust
No.

Lonnie Garner
Lonnie Garner, General Partner

STATE OF ARIZONA
County of Yavapai

This instrument was acknowledged before me this 24 day of May, 1981
by LONNIE GARNER, General Partner of CONQUISTADOR INVESTMENTS, LIMITED.

SEAL

My Commission Expires Aug. 24, 1982

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