

INSTRUMENT # 8904769
OFFICIAL RECORDS OF
YAVAPAI COUNTY
PATSY G. JENNEY
REQUEST OF:
JIM BENNETT
DATE: 02/07/89 TIME: 10:30
FEE: 5.00
BOOK 2120 PAGE 571 PAGES: 005

RUSH

DECLARATION OF RESTRICTIVE COVENANTS
FOR
GRANITE FOOTHILLS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned owner and developer of the following described subdivision (the "Subdivision") located in Yavapai County, Arizona, to-wit:

GRANITE FOOTHILLS, according to the plat of record in the office of the County Recorder of Yavapai County, Arizona, in Book 27 of Maps, page 46, 47.

desiring to establish uniform covenants, conditions and restrictions relating to the Subdivision, in order to establish the nature of the use and enjoyment of the Subdivision, to insure the use of the Subdivision for attractive residential purposes only, to prevent nuisances, and to secure to each lot owner the full benefit and enjoyment of his property, does hereby declare the Subdivision to be subject to the following express covenants, conditions and restrictions as to the use and enjoyment thereof, all of which are to be construed as restrictive covenants running with the title to the Subdivision, and with each and every lot and parcel thereof:

1. All lots shall be used for residential purposes only. Not more than one single-family dwelling shall be constructed on each lot, which shall contain not less than 1500 square feet of living area, excluding garages, carports and accessory buildings.

2. All dwellings constructed shall be completed within one year of commencement of construction.

3. No garage, manufactured home, mobile home, trailer or other structure shall be erected or placed on any lot for the purpose of temporary living quarters.

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4. No billboards or signs shall be placed on individual lots at any time, except "for sale" or "for rent" signs, not to exceed four square feet in area. Developer's signs and permanent subdivision entrance signs erected by the developer shall be permitted.

5. All garbage and trash shall be placed in the rear yard in properly covered containers. There shall be no piles of refuse or junk on any lot at any time.

6. Any boat, trailer, camper, recreational vehicle or similar property shall be kept to the rear of the dwelling, or at the side of the dwelling if screened from view from the street.

7. No building shall exceed 25 feet in height, measured as the average between the uphill and downhill sides of the structure at the highest part of the roof.

8. No mobile homes, manufactured homes, modular homes or prefabricated structures may be installed, placed or stored on any lot, either as a dwelling or as an accessory structure.

9. No commercial uses or noticeable home occupations shall be allowed on any lot.

10. All telephone and electrical lines shall be placed underground.

11. The color of external building materials shall attempt to blend with and enhance the natural landscape. Earth tones are preferred. Bright non-earth tones and/or highly reflective surfaces are not permitted.

12. Accessory structures are permitted in the rear half of each lot, or to the rear of the dwelling, unless attached to the dwelling.

13. Perimeter fencing shall be of metal and/or wood, but shall not be painted, or slatted if chain link.

14. No vehicle which is abandoned, inoperable or dismantled shall be stored or kept on any lot.

15. There shall be no antennas of any sort visible from any adjacent lot, except that a satellite dish is permitted to the rear of the dwelling and at least 50 feet from any lot line, and one television antenna is permitted.

16. All buildings shall be set back from all exterior lot lines (i) a distance of at least fifty feet, or (ii) the distance required by zoning and other regulations of the County of Yavapai or other governmental agency having jurisdiction over the Subdivision, whichever distance is greater.

17. Dwellings shall only be constructed within the areas shown as "building envelopes" on the recorded subdivision plat.

18. Horses and other livestock (except swine) shall be permitted on any lot, provided that all corrals, barns and other enclosures associated with the keeping and feeding of the livestock are at least forty feet from any dwelling (whether the dwelling is constructed before or after the construction of the corral, barn or other enclosure), and provided that the corrals, barns and other enclosures are either to the rear of the dwelling or in the rear half of the lot.

19. No drilling, refining, quarrying or mining operations for minerals shall be conducted on any lot, except that which is necessary for the installation of a well or sewage disposal system.

20. The land and improvements on each lot shall not be used so as to disturb the occupants of adjoining property, or to constitute a nuisance, or to violate any public law or regulation. Nor shall any lot be used in such a manner as to create or emit any objectionable, offensive or noxious odors, dust, gas, fumes or materials.

21. Neither the Subdivision nor any lot shall be used by recreational, motor-driven vehicles such as motor bikes, all-terrain vehicles and similar.

22. No lot shall be further divided or subdivided into smaller parcels.

23. It shall be lawful for the owner of any lot to institute and prosecute any proceedings at law or in equity for the enforcement of these restrictive covenants against any person or persons violating or threatening to violate these restrictive covenants, including the right to enjoin any breach of these restrictive covenants irrespective of any showing of irreparable damage, and to recover any damages suffered by them from any violation thereof.

24. All instruments of conveyance or assignment of any interest in any lot shall refer to this instrument and shall be subject to the covenants, conditions and restrictions herein contained as fully as though this instrument were therein set forth in full; provided, however, that the terms and conditions of this instrument shall be binding upon all persons affected by its terms, whether express reference is made to this instrument or not.

25. This Declaration may be amended, from time to time, by an instrument executed by the owners of a majority of the lots, and such amendment shall become effective on the recording of such instrument.

26. The covenants, conditions and restrictions of this Declaration, as the same may hereafter be amended in accordance with the terms hereof, shall remain in full force and effect for a term of fifteen years from and after the date of recording of this Declaration, after which time they shall automatically be renewed and extended for successive periods of ten years each, unless terminated as of the end of such initial fifteen year or any successive ten-year period, by the recording, within the six-month period immediately preceding the expiration of such initial fifteen-year period or any successive ten year period, of an instrument of termination, executed by the owners of a majority of the lots.

27. No waiver or failure to enforce a breach of any of the covenants, conditions and restrictions herein contained shall be construed to be a waiver of any other breach of the same, or a waiver of any other covenants, conditions and restrictions.

28. If any covenant, condition or restriction herein contained, or any portion thereof is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition and restriction.

DATED this 6 day of Feb, 1989.

STRINGFIELD RANCH, a general partnership

By Garnet R. Stringfield
GARNET R. STRINGFIELD,
by her Attorney-in-Fact,
WILLIAM RALPH STRINGFIELD

By William Ralph Stringfield
WILLIAM RALPH STRINGFIELD

BY Irene Faye Stringfield
IRENE FAYE STRINGFIELD

STATE OF ARIZONA)
County of Yavapai) ss:

The foregoing instrument was acknowledged before me
this 6 day of February, 1989, by WILLIAM RALPH
STRINGFIELD, as Attorney-in-Fact on behalf of GARNET R.
STRINGFIELD.

Karen S. Sloan
Notary Public.

My Commission Expires:

OFFICIAL SEAL
KAREN S. SLOAN
Notary Public - State of AZ
YAVAPAI COUNTY
My Commission Expires Feb. 13, 1992

STATE OF ARIZONA)
County of Yavapai) ss:

The foregoing instrument was acknowledged before me
this 6 day of February, 1989, by WILLIAM RALPH
STRINGFIELD.

Karen S. Sloan
Notary Public.

My Commission Expires:

OFFICIAL SEAL
KAREN S. SLOAN
Notary Public - State of AZ
YAVAPAI COUNTY
My Commission Expires Feb. 13, 1992

STATE OF ARIZONA)
County of Yavapai) ss:

The foregoing instrument was acknowledged before me
this 6 day of February, 1989, by IRENE FAYE STRING-
FIELD.

SEAL

Baldwin
Notary Public

My Commission Expires:

My Commission Expires Nov. 11, 1991