

383 NV-2

STATE OF ARIZONA, County of Yavapai—ss.

14510

YAVAPAI TITLE CO.

I do hereby certify that the within instrument was filed and recorded at the request of
on April 18 A.D. 1973 at 1:25 o'clock P.M. Book 833 Official Records
Page 449-450-451 Records of Yavapai County, Arizona.
WITNESS my hand and official seal the day and year first above written.

PAISY C. JENNEY, County Recorder
By Mary E. Hampton Deputy

HORIZON HILLS UNIT TWO

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That YAVAPAI TITLE COMPANY, an Arizona Corporation, as Trustee, being the owner of all of the following described premises, situate within the County of Yavapai, State of Arizona, to-wit:

to Lots numbered One (1) to Eighteen (18) inclusive and Twenty-One (21) to Thirty-One (31) inclusive, in Horizon Hills Unit Two, a subdivision in Yavapai County, Arizona, according to the official map and plat thereof on file and of record in the office of the County Recorder of Yavapai County, Arizona, in Book 17 of Maps, page 57

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:

1. Not more than one (1) single family dwelling unit shall be constructed on said lots, and the family dwelling unit shall contain not less than twelve hundred, fifty (1,250) square feet of floor space. Car ports and garages shall not be considered a part of required floor space of a dwelling unit.
2. Construction standards shall conform with the requirements of the Federal Housing Administration of the United States Government, or any successor thereto, as such standards may, from time to time, exist with respect to the area in which the foregoing land is situated.
3. No poultry, livestock or other animals, other than the usual household pets, shall be permitted, and no person shall engage in raising of household pets for purpose of sale to others. Except a maximum of two (2) horses may be kept on Lots Twenty-One (21), Twenty-Two (22) and Twenty-Three (23) and one (1) 4-H project, consisting of not more than one (1) large animal, such as a calf or lamb and one (1) 4-H project, of not more than six (6) small animals, such as chickens or rabbits may be kept on said Lots Twenty-One (21), Twenty-Two (22) and Twenty-Three (23). Any animals maintained on the above mentioned lots must be contained in an enclosure or corral and all County requirements must be met.
4. No temporary house, trailer, tent, garage or other outbuildings shall be placed or erected
5. No billboards or advertising signs of any character shall be erected, placed or permitted on property, except for small "For Rent" or "For Sale" signs.
6. Only new structures shall be built on premises. The moving of old structures, built at other places and purchased for purpose of moving on said lots is strictly prohibited.
7. No house trailers, mobile homes, modular homes, prefabricated homes, dome shaped homes, or any other homes of unusual design will be allowed on said lots.

8. The property may be used for single family residential purposes only. No store, office or other place of business of any kind, and no hospital, sanitarium, or other place for the care or treatment of the sick or disabled, physically or mentally, nor any place of entertainment, nor any church, shall be permitted, and no business or commercial venture or enterprise of any kind or character whatever shall be conducted in or from the residence.
9. All construction of dwellings and other improvements on said lots must be completed within one (1) year from date of commencement of construction thereof, save and except any delays in the building thereof caused by Acts of God, strikes, lockouts and/or restrictions resulting from war.
10. The tract shall not be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such tract to appear unclean, or untidy, or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon the tract that will emit foul and obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the surrounding property.

The foregoing restrictions and covenants run with the land and shall be binding on all persons owning said land for a period of twenty-five (25) years from the date hereof at which time said covenants shall automatically expire.

If there shall be a violation or threatened or attempted violation of any of said covenants, conditions, stipulations or restrictions, it shall be lawful for any other person or persons owning any real property situated in said Horizon Hills Unit Two to institute proceedings at law or in equity against the person or persons violating or attempting or threatening to violate any such covenant or restrictions and either to prevent him or them from so doing or to recover damages or other things of value for such violation.

Invalidation of any one or more of these covenants or restrictions by judgment or court order shall in no wise affect any other covenants or restrictions herein, which shall remain in full force and effect.

IN WITNESS WHEREOF, the aforesaid owner has executed this Declaration of Restrictions this 28 day of March 1973, by its proper and duly authorized officers.

YAVAPAI TITLE COMPANY,
an Arizona Corporation, as Trustee

By: Frank B. Kelly
Frank B. Kelly, President

ATTEST:

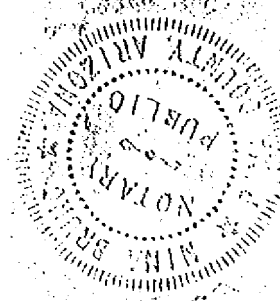
Bonnie Manera
Bonnie Manera, Assistant Secretary

ACKNOWLEDGMENT:

STATE OF ARIZONA) ss
County of Yavapai)

On this 28th day of March 1973, before me the undersigned Notary Public, did personally appear Frank B. Kelly and Bonnie Manera who acknowledged themselves to be President and Assistant Secretary respectively of Yavapai Title Company, an Arizona Corporation, and being authorized to do so executed the foregoing instrument for the purposes therein contained by signing the name of the corporation as Trustee by themselves for themselves as such officers respectively.

In witness whereof I hereunto set my hand and official seal. BOOK 833 PAGE 450
Shirley Bruno My Commission expires 10-26-73
Notary Public



RATIFICATION

We Cody J. Weber and Judy E. Weber, his wife, owners of a metes and bounds description located within Horizon Hills Unit Two Subdivision, said description to be known as Lot 17 of Horizon Hills Unit Two Subdivision, hereby consent to the above restrictions for said Horizon Hills Unit Two Subdivision.

Cody J. Weber
Cody J. Weber

Judy E. Weber
Judy E. Weber

ACKNOWLEDGMENT

STATE OF ARIZONA } ss
County of Yavapai }

On this 28th day of March, 1973, before me the undersigned Notary Public did personally appear Cody J. Weber and Judy E. Weber, his wife, who executed the foregoing instrument for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

Loise G. Lamer
Notary Public

My Commission expires May 14, 1974