

Docket _____ Page _____

STATE OF ARIZONA) Fee No. 50303

COUNTY OF APACHE) ss.

I hereby certify that
the within instrument was filed and
recorded APR 29 1968 at 2:30 P.
In docket No. 105 Page 161-163
at the request of Apache Title Co.

VIRGIE HEAP, Recorder

BELL BRAND RANCHES UNIT SEVEN

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That the TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA, an Arizona corporation, as Trustee, being the owner of all the following described premises, situated within the County of Apache, State of Arizona, to-wit:

Lots 1 through 97 inclusive, BELL BRAND RANCHES UNIT SEVEN, a subdivision of a portion of Section 20, Township 21 North, Range 28 East of the Gila and Salt River Base and Meridian, Apache County, Arizona according to the plat of record in the office of the County Recorder, in and for the County of Apache, State of Arizona, in Book 3 of Maps, page 57 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 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 part and parcel thereof.

1. That all lots in said BELL BRAND RANCHES UNIT SEVEN shall be known and described and residential building lots and shall be used for no other purposes except as follows:

(a) Churches, or similar places of worship, including a parish house, and convents and dormitories accessory thereto, open land or outside recreational facilities in conjunction with such project may be permitted.

(b) Schools, colleges, universities and dormitories accessory thereto, including athletic fields, playgrounds and swimming pools, whether private or public.

(c) Public utility buildings and facilities, when necessary for serving the surrounding territory, provided that no public business office of said public utility and no repair or storage facilities may be maintained thereon.

(d) Use by professional persons and by artists when not more than one (1) employee who is not a member of the household is employed, but there shall be not more than one (1) sign on any lot to show the location of said professional or artistic business.

(e) Golf courses, including "miniature" courses, "pitch and putt" courses and golf driving ranges.

(f) Publicly owned or operated building or properties, including, but not limited to parks and playgrounds.

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2. All structures whether dwelling houses or outbuildings used in connection with any lot shall be constructed of new material and shall be built in a workmanlike and neat manner so as to present an attractive and pleasing appearance. Mobile homes of a length of 27 feet or more may be used as dwelling houses when the same contain inside bathrooms and the said plumbing meets the requirements provided in Paragraph #3.
3. Until such time as sewers may be available all bathrooms, toilets or sanitary conveniences shall be connected to septic tanks and cesspools or leach fields 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. There shall not be allowed any outside portable lavatories, outside toilets or open plumbing.
4. All mobile homes shall have a cabana building constructed around said mobile home in such a manner that no part or color of the mobile home or trailer is visible. Each such cabana constructed shall be not less than 700 square feet in interior dimensions inclusive of mobile home. A mobile home or trailer must be on a lot before a cabana may be built and no cabana may be used for living quarters unless it is a part of a mobile home. Any carport or garage must be attached to the mobile home or cabana.
5. Any lot owner placing a trailer upon a lot shall, within six months from the date of placing the said trailer on the lot, construct out of new material, a decorative cabana covering that portion of the trailer exposed to the street and the sides and rear covered to not show paint or metal. All exterior construction of any buildings permitted must be completed within six (6) months from commencement thereof and conform to the accepted standard carpentry practices and the exterior of any building shall be completed within six (6) months from the date of commencing construction. This paragraph shall not apply to any camping trailer placed upon any lot as long as such trailer does not remain on any lot for a period of more than 90-days.
6. No elevated tanks of any kind shall be erected, placed or permitted upon any of said lots. Any tanks for use in connection with any residential construction on said property, including tanks for the storage of gas and fuel oil, must be buried or walled in or kept screened by adequate planting to conceal it from the neighboring tracts, roads and streets. No metal fence shall be erected on any lot.
7. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. No store, public office, and no hospital, sanitarium, or other place for the care or treatment of the sick, physically or mentally disabled, except a doctor's office in his home, nor any theater, saloon, or other place of entertainment shall ever be erected or permitted upon any of the said residential lots or any part thereof. No business of any kind or character whatsoever, or any other type, shall be conducted, in on or from any residence on said lots.
8. Lots 1 through 97 inclusive will allow a buyer to have horse privileges provided that normal sanitary and fencing conditions must be maintained.
9. Automobiles of the private passenger class and trucks of the pickup class may be parked on the front or side lines of any lot. Trucks larger than the pickup class and vehicles and equipment other than described above shall not be kept on any lot or street

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10. The owners of all lots shall keep the same clean of all debris, garbage and trash at all times and if any owners fail to keep their lots cleaned of such debris, garbage and trash, the Developers may cause the same to be cleaned, if necessary, and charge the cost of same to the owner of such lot. Recording of a notice of such charges in the office of the Apache County Recorder shall constitute a lien against said lot which lien shall continue until released of record.

11. Failure to enforce any of the restrictions, rights, reservations, limitations contained herein shall not in any event be construed to be a waiver thereof or consent to any further or succeeding breach or violation thereof. Upon the breach of any of said restrictions anyone owning land in said subdivision may bring a proper action in the proper court to enjoin or restrain said violation, or to collect damages or other dues on account thereof.

The foregoing restrictions and covenants run with the land and shall be binding on all persons owning any of the lots in said BELL BRAND RANCHES UNIT SEVEN until January, 1996, at which time said covenants shall automatically be extended for successive periods of ten (10) years each, unless by a majority of the then owners of the lots in said BELL BRAND RANCHES UNIT SEVEN, 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 part thereof, each and all of such restrictive covenants shall be valid and binding upon the respective grantees. Violations 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 a mortgage now of record or which hereafter may be placed of record upon said lots.

Notwithstanding anything to the contrary herein stated and until 75% of the lots have been sold (and conveyed), Nationwide Land and Development Corporation, an Arizona corporation, may cause the within restrictions and covenants to be altered, deleted, or otherwise changed.

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

IN WITNESS WHEREOF, TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA, an Arizona corporation, as Trustee, has hereunto caused its corporate name to be signed and its corporate seal to be affixed and the same to be attested by the signatures of its duly authorized officers this 24th day of April, 1968.

TRANSAMERICA TITLE INSURANCE COMPANY OF
ARIZONA, an Arizona corporation, as Trustee

BY 