

**DECLARATION OF RESTRICTIONS:
LOMÃ TOPKIE**

KNOW ALL MEN BY THESE PRESENTS:

That HERBERT L. MARTIN being the owner of all the following described property situated in Yavapai County, Arizona, to wit:

Lots 1 to 8 inclusive, LOMÃ TOPKIE,
according to the Plat of record in the
Office of the County Recorder of
Yavapai County, Arizona, Book 17 of
Maps and Plats, page 51 thereof;

And desiring to establish the nature of the use and enjoyment thereof, does hereby declare said premises subject to the following restrictive covenants as to use and enjoyment thereof, all of which are and shall be construed as restrictive covenants running with the title to said premises, and with each and every lot, part, and parcel thereof, to-wit:

1. All the lots in said LOMÃ TOPKIE Subdivision shall be single family residential lots and shall be used for residential purposes only, and no building except a single-family dwelling on any of said lots, PROVIDED HOWEVER, that this restriction shall not preclude the inclusion of guest or servant quarters for the use of actual non-paying guests or for actual servants of the occupants of the main dwelling. Any garage or carport shall be attached to the respective dwelling unit unless written permission for detached construction is given by the Architectural Committee. No A-frame structure shall be permitted.

2. No structure, including incinerators, shall be commenced or erected on any of said lots until a complete set of plans showing specifications and location of proposed building, have been approved in writing by an Architectural Committee composed of HERBERT L. MARTIN and BETTY W. MARTIN or their successor or assigns. A copy of these plans and specifications must be left with the Architectural Committee until the building is completed, and the Committee shall have the right to inspect the building during construction. The Committee shall act until 75% of said lots have been sold, and then by a Committee elected by a majority of the then owners of said lots. Any two (2) members of the Committee may give such approval; HOWEVER, if no Committee is in existence, or if said Committee fails to take action within thirty (30) days after such plans and written application for approval have been submitted to it, then such approval, provided all other requirements contained herein are complied with, shall not be required.

3. No dwelling containing three (3) or more bedrooms, or two (2) bedrooms and a den shall have a ground floor area of less than sixteen hundred (1600) square feet, nor shall any dwelling have a ground floor area of less than twelve hundred

(1200) square feet, both exclusive of such part of a building, either attached or not, as is used for garage, car port, patio or porch, and no residence or garage shall be more than one (1) story in height; PROVIDED HOWEVER, that the Architectural Committee may at its discretion, approve in writing, the construction of such dwelling containing less than the above minimum floor area, but not less than 90% of such minimum floor area, if, in its opinion the architectural design of such proposed building will not detract from the appearance and value of lots in said subdivision; and provided further that the above height restriction shall not preclude a 1½ story structure if approved by the Architectural Committee.

4. The minimum front, rear, and side yard set-back lines for any building shall be forty (40) feet for both front and rear yards, and twenty (20) feet for side yards.

5. Each dwelling shall be constructed or assembled on said lot and shall be of new construction, erected on proper continuous footings and foundations, and no building or mobile home shall be moved from any other location onto any of said lots, except tool or lumber sheds which shall be removed within six (6) months. New building materials must be used throughout except used bricks. All frame buildings shall be painted with at least two coats of paint or one coat of stain, and must be maintained in a good state of repair and all surfaces thereof kept painted, stained, or oiled. No metallic paint or light colored reflective roofs shall be allowed, and all metal, gravel or composition roofs must be colored so as not to glare. The outside of all buildings must be fully completed within six (6) months after construction is begun.

6. ~~A house trailer or~~ travel trailer, boat trailer, motor home or camper may be stored, ~~but not lived in,~~ only if completely enclosed in a garage; OTHERWISE, ~~no house trailer or camper and~~ no building or structure of any nature detached from the main building, whether temporary or permanent, shall be built, placed or maintained on any lot except a garage (limited to a 3-car garage). No garage shall be commenced or erected on any lot until construction of the main building on said lot complying with these restrictions shall have been started or contracted for with a bona fide contractor; PROVIDED HOWEVER, that nothing contained herein shall preclude the normal use of a camper, ~~or~~ travel trailer or motor home by non-paying guests for a continuous period of not more than two (2) weeks, nor for a total time of not more than sixty (60) days of any calendar year. (*Amended 6 August 1975.*)

7. Excepting for purposes of actual construction upon such lots, no stone, sand, gravel or soil shall be removed from any lot. PROVIDED HOWEVER, that the Architectural Committee, its successors or assigns, in carrying out the improvement and development of said subdivision, shall have the right of ingress and egress upon all lots for the purpose of grading and excavating thereon, constructing and completing street improvements, installation of public utilities, and to do any and all necessary things to complete the general plan of improvements. Unless suitable retaining walls are constructed to support the earth, the natural angle of repose of the ground shall not be altered by excavation within five (5) feet of any boundary line of any lot by a slope greater than (1) foot vertical to one and one half (1½) feet horizontal; PROVIDED

HOWEVER, that nothing in this paragraph shall be so construed as to prevent any such alteration in any manner with or without retaining walls by the Architectural Committee in carrying out the development and improvement of said property.

8. No hedge, fence, or wall in excess of four (4) feet in height, nor any radio, TV or other electronic antenna exterior of a building shall be constructed or maintained without the written approval of the Architectural Committee. No corrugated iron or plastic fence will be permitted. All clothes lines, equipment, service yards, wood piles, L.P. gas tanks, 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 and shall not be allowed to accumulate thereon.

9. No swine, horses, cows, or other livestock, and no chickens, turkeys or other poultry shall be kept on any lots, and no slaughtering of any animals or fowl, nor animal husbandry of any kind shall be permitted. An occupant may keep a reasonable number of domestic household pets provided reasonable care is exercised to prevent annoyance to the occupants of any of said lots. Dogs not confined to a yard must be kept under physical control at all times.

10. No noxious or offensive trade or activity shall be carried on, nor shall anything be done thereon which may be or become a nuisance to the neighborhood, and no lot shall be used as a dumping ground for rubbish, or used in an outside storage or resting place for trade materials or equipment, or for the storage or repair of unlicensed motor vehicles.

11. No advertising signs (except "For Rent" and "For Sale" signs of the owner and not exceeding two feet in length and one foot in width), billboards, unsightly objects or nuisance shall be erected, placed or permitted to remain on any of said lots, nor shall the premises be used in any way or for any purpose which may endanger the health or constitute a reasonable disturbance to the holder of any lot in the subdivision; PROVIDED HOWEVER, that the Architectural Committee, its successors or assigns, may place or erect and maintain customary signs for it or its accredited agents.

12. None of said lots shall be subdivided (sic) and no part of any lot shall be sold separate and apart from the remainder thereof, except to the owner of a lot contiguous thereto for annexation to such contiguous lot, in which event, the part so annexed, and the enlarged lot shall be regarded as a single lot for all purposes of these restrictions. Nothing contained herein shall prevent the dedication or conveyance of portions of lots for public utilities provided that the size of the remaining portion of such lot is not thereby reduced below the minimum lot size specified by the County Density District Regulations applicable to that area.

13. ~~All construction shall conform to Arizona State and Yavapai County Sanitary Codes and no outside toilets will be permitted. Every toilet or drain for household wastes shall be connected to the community sewer line within six months after~~

~~such becomes available and no septic tank shall thereafter be used. (Amended 30 August 1978.)~~

~~14. The easement and right of way granted over and upon the South twenty-five (25) feet of Lot Four (4) and the North twenty (25) feet of Lot Three (3) adjacent the boundary line between said Lots Three and Four shall serve only the Northwest Quarter of the Northeast Quarter of the Southwest Quarter of Section 10, Township 17 North, Range 5 East, in Yavapai County, Arizona; will not be extended beyond the boundary lines of the Northwest Quarter of the Northeast Quarter of the Southwest Quarter of Section 10, Township 17 North, Range 5 East, in Yavapai County, Arizona, and shall not connect to any roadways or right of ways outside or beyond the said Northwest Quarter of the Northeast Quarter of the Southwest Quarter of Section 10, Township 17 North, Range 5 East, in Yavapai County, Arizona, and will not afford or provide access, use or benefit for any persons or property outside and beyond the said Northwest Quarter or the northeast Quarter of the Southwest Quarter of Section 10, Township 17 North, Range 5 East, in Yavapai County, Arizona. (Canceled 6 August 1975.)~~

15. 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. Violation of any one or more of such covenants may be enjoined, or damages may be recovered on account thereof by appropriate proceedings by any owner or such owner's successor in interest, and every grantee expressly consents to the entry of a mandate requiring the cessation of any use or the removal of any structure commenced, erected or maintained, in violation of any one or more of such restrictive covenants, and expressly consents to the award of reasonable attorneys' fees against him in any action brought to enforce any one or more of such restrictive covenants; 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 place of record, upon said lots, or any part thereof. The failure of any land owner to enforce any restriction, condition, covenant or agreement herein contained, shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto, nor shall such failure give rise to any claim or cause of action against such land owner.

16. If any clause, phrase, sentence or other portion of these conditions shall be or become illegal, null or void for any reason. Or shall be held by any court of competent jurisdiction to be so, the remaining portions of said conditions shall not be affected thereby, but shall remain in full force and effect.

17. The foregoing restrictions and covenants run with the land and shall be binding on all owners of said lots and all persons claiming under them until December 31, 1975, at which time they shall be automatically extended for successive periods of ten (10) years each, unless, within six (6) months prior to the expiration of any such successive ten year period, the then owners of a majority of the lots agree to change them in whole or in part. Anytime, however, and without regard to or limitation upon the

