

INDEXED & MICROFILMED

When Recorded return to:

Bones Realty Inc.
PO Box 1908
Wickenburg, AZ 85358



INSTRUMENT # 9116255
OFFICIAL RECORDS OF
YAVAPAI COUNTY
PATSY C. JENNEY
REQUEST OF:
YAVAPAI CO PLANNING AND BLDG
DATE: 05/10/91 TIME: 09:30
FEE: 5.00 SC: 4.00 PT: 1.00
BOOK 2355 PAGE 588 PAGES: 004

DK	37
MAP	34
FILE	35
	31
	31

DEED RESTRICTIONS
CONGRESS VILLAGE

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KNOW ALL MEN BY THESE PRESENTS:

That Bones Realty Inc., an Arizona corporation, being the owner of all the following described premises situated within the County of Yavapai, State of Arizona, to-wit:

Lots 1 through 36, inclusive, Congress Village Unit 1, according to the plat of record in the office of the County Recorder of Yavapai County, Arizona, in Book 28 of Maps, page 97:

and desiring to establish the nature of the use and enjoyment thereof, hereby declares said premises subject to the following express covenants, stipulations and restrictions as to the enjoyment thereof, all of which are to be construed as restrictive covenants running with the title to said premises and with each and every part and parcel thereof, to-wit:

- All of the lots in Congress Village shall be known and described as single family residential lots.
- No structure shall be erected, altered, placed or permitted to remain on any of said lots other than one single family dwelling not to exceed two stories in height and a private garage not to exceed one story in height, and ~~one guest house.~~ *Per Robt Bones*
- No structure or dwelling of any kind shall be commenced, erected or placed on any said lot until the design, location and kind of materials to be used in said construction have been approved in writing by the Architectural Control Committee, their Committee administrators, or assigns. It shall be the general purpose of the Architectural Committee to provide for the maintenance of a high standard of architecture and general construction in such manner as to enhance aesthetic properties and structural soundness. The Architectural Committee's decision to allow or deny the construction of any building, fence, patio or any structure shall be final. All structures shall conform to the requirements of the Yavapai County Building Code. Request for the Architectural Committee's approval of the design, location and construction of any building or structure shall be submitted in writing, together with plans or other information which the Architectural Committee may reasonably request at least thirty (30) days prior to the date on which construction is to commence. In the event the Architectural Committee shall fail to approve or disapprove the design, location or kind of material to be used in such structure within fifteen (15) days after receipt of a written request, approval thereof shall be deemed to have been given; provided, however, that the design, location and kind of materials, and the structure to be built on said lots shall not be violative of any of the covenants, conditions and restrictions contained herein.

BOOK 2355 PAGE 588

4. The Architectural Control Committee shall be composed originally of three members, to-wit: Robert A. Bones, E. Thomas Riggs, and Linda L. Bones. In the event of death, incapacity or resignation of a member of the committee, the then owners of a majority of the lots shall have full authority to designate a successor. The members of the committee shall not be entitled to any compensation for services performed under this covenant. The members of the committee shall, however, have the authority to use the services of an architect as consultant, and to charge a sum not exceeding \$100.00 for each set of plans and specifications submitted to it for approval to defray the fees of the consultant. The consultant shall not have the right to vote in passing upon the plans and specifications. When 75% of the lots have been sold, the then majority of the owners of the lots shall have the power through a duly recorded instrument to change the membership of the committee.

* 5. All structures on the lots within the subdivision shall be of new construction, and no building shall be moved from any other location onto any said lot. Except that manufactured housing, and or mobile homes may be allowed, provided that such are double wide, set at ground level on approved foundations, with approved siding and pitched roof of approved shingles.

6. The work of constructing the dwelling shall be prosecuted diligently from the commencement thereof until completion. No garage or carport shall be commenced on any lot until the dwelling thereon has been commenced. No temporary house, trailer, tent, garage or other out building shall be placed or erected on the lots. This restriction shall not apply to temporary buildings erected in aid of construction and approved by the Architectural Control Committee.

7. No dwelling house shall have a living area less than 1,150 square feet. The above areas include the walls proper of the house, but are exclusive of garages, carports, patios or other extensions or projections.

* 8. Exterior walls shall be slump block, adobe, plaster, stucco, mortar wash, or wood. Other siding may be approved at the discretion of the Architectural Control Committee.

* 9. No portion of the building erected on any of said lots shall be closer than forty (40) feet to the street line or rear lot line, nor nearer than twenty (20) feet to the side lot line.

10. All bathrooms, toilets or sanitary conveniences shall be connected to septic tanks and cesspools or approved sewage systems constructed according to standard Yavapai County Health Department specifications.

* 11. None of the said lots in the subdivision shall be re-subdivided into smaller lots nor conveyed in less than the full original dimension of such lot as shown by the plat. Nothing herein contained shall prevent the dedication or conveyance of portions of the lots for public utilities, in which event the remaining portion of any such lot, shall for the purpose of this provision, be treated as a whole lot.

12. No store, office, hospital, sanitarium, or other place for the care or treatment of the sick or disabled, physically or mentally ill, nor any theater,

saloon or other place of entertainment shall ever be erected or permitted upon any of the said lots, or any part thereof.

13. No sheep, poultry, pigs, goats, horses or other animals, other than usual household pets shall be kept on any part of said lots. No commercial breeding, or boarding may be allowed upon any lots within the subdivision.

14. No advertising signs (except "for rent" and "for sale" signs), maximum size of 36 by 24 inches, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any said lots; nor shall the premises be used in any way for the purpose which may endanger the health or unreasonably disturb the owner of any lot in the subdivision.

* 15. No poles for lines or wires or tanks shall be erected above fence tops except flag poles for the American and / or Arizona flags, and no laundry lines shall be visible from an adjacent lot. All such close lines, service yards, etc., shall be kept continuously concealed by fencing or adequate planting. All rubbish, trash, or garbage shall be kept in covered containers and concealed from view.

* 16. Disturbances to the natural desert shall be kept to a minimum.

* 17. No exposed nor exterior radio nor television transmission nor receiving antenna shall be erected, placed nor maintained on any lot at a height beyond ten (10) feet from the highest point of the roof of the dwelling and no lot shall contain more than one antenna.

* 18. No trucks, campers, trailers, boat, boat trailers and no commercial vehicles shall be stored or parked on any said Congress Village lots, except while parked in a closed garage or wholly within a carport, nor parked on any street within the subdivision, except while engaged in transporting to or from a residence in the subdivision, except further, that trailers, campers, boats and boat trailers may be stored or parked on that portion of the lot away from the street lying beyond the back building line, provided further that such trailers, campers, boats, or boat trailers shall not exceed thirty (30) feet in length nor eight (8) feet in width and are screened by an approved fence or planting.

19. None of the land shall be used in whole or in part for the storage of any property or thing that will cause the land to appear in an unclean or untidy condition, or that will be obnoxious to the eye; nor shall any substance or material be kept upon the land that will emit a foul or obnoxious odor, or cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of the surrounding property. All rubbish, trash and garbage shall be removed from the subdivision and shall not be allowed to accumulate thereon, and shall not be burned by open fire, incinerator, or otherwise on the subdivision, or any part thereof.

20. All abandoned or junk vehicles or vehicles while being repaired or restored, shall be stored in an enclosed garage, carport, or fenced area in such a manner as to not be visible from any point lying without the lot upon which the abandoned or junk vehicle is stored or parked. For the purposes of the paragraph: (1) "abandoned or junked vehicle" means a vehicle or any major portion thereof which is not capable of movement under its own power and will remain so without major repair or reconstruction; (2) "major repair"

means the removal from any vehicle of a major portion thereof including but not limited to the differential, transmission, head, engine block, or oil pan; (3) "vehicle" means any self-propelled device in, upon, or by which any person, or property is or may be transported upon a public highway excepting devices moved by human power or used exclusively upon stationary rails or tracks.

The foregoing covenants, conditions, and restrictions run with the land and shall be binding on all persons owning any of said lots in the subdivision until January 1, 2005, at which time said covenants, conditions and restrictions shall be automatically extended for successive two-year periods, unless prior to the expiration of any such period, an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to change the same in whole or in part.

Deed or other instruments of conveyance of said lots may contain the above covenants, conditions and restrictions by reference to this document, but whether or not such reference is made in such deeds or instruments, each and all of such covenants, conditions, and restrictions shall be binding upon the respective grantees, their heirs, successors and assigns.

Failure to enforce any of these restrictions, rights, reservations, limitations, covenants and conditions contained herein shall not, in any event, be construed or held to be a waiver thereof or consent to any further or succeeding breach or violation. Upon the breach or threatened breach of any said covenants or restrictions, anyone owning or having any interest in CONGRESS VILLAGE may bring an appropriate action in the proper court to enjoin or restrain said violation or to collect damages on account thereof; 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 placed of record, upon said lots, or any part thereof, but provided further that these restrictive covenants shall, without limitation, apply to any lots acquired through foreclosure of, or be deed in lieu of foreclosure of, any such mortgage.

Invalidation of any one of these restrictions by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Robert A. Bones, President, Bones Realty Inc., has caused this Declaration to be signed by its duly authorized Officer this 1st day of May, 1991.

By: Robert A. Bones
Robert A. Bones, President
Bones Realty Inc.

NOTARY STATEMENT
State of Arizona)
County of Maricopa)

The foregoing instrument was acknowledged before me this 1st day of May 1991, by Robert A. Bones, President of Bones Realty Inc., an AZ Corp. on behalf of the corporation.

My commission expires: Jan 3, 1994

Notary: James B. Tucker

SEAL