

114 WEST MONROE STREET, PHOENIX, ARIZONA

DECLARATION OF RESTRICTIONS

Trust 4773 MCH

KNOW ALL MEN BY THESE PRESENTS:

That PHOENIX TITLE AND TRUST COMPANY, an Arizona corporation, as Trustee, being the owner of all of the following described premises situated within the County of Mohave, State of Arizona, to-wit:

Lots 1 to 67 inclusive, CAMP MOHAVE SUBDIVISION, UNIT ONE, according to the plat of record in the office of the County Recorder of Mohave County, recorded in Book \_\_\_\_\_, Page \_\_\_\_\_ at File 2  
*201.1.16.302*

and desiring to establish the nature of the use and enjoyment thereof, does hereby declare said premises subject to the following express covenants and stipulations as to 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 and every part and parcel thereof, to-wit:

1. All of said lots in CAMP MOHAVE SUBDIVISION, UNIT ONE shall be known and described as single family dwelling residential lots.
2. No trade, business, profession, or other type of commercial activity shall be carried on upon any of the property covered by these restrictions.
3. Except as expressly provided for in Paragraph 4 below, no residence shall be erected upon said lots which shall have less than five hundred (500) square feet of ground floor space including storage but exclusive of any portion thereof used for a garage, carport, or outside porch.
4. House trailers, mobile homes, or other similar moveable living quarters are expressly permitted upon said lots as single family residential dwellings; PROVIDED, however, that said trailer, mobile homes, or similar moveable living quarters together with any other inclosed area under the same roof shall have a combined ground floor space of not less than three hundred (300) square feet including storage but exclusive of any portion thereof used for a garage, carport, or outside porch.
5. All buildings erected within said subdivision shall be of new construction.
6. No construction shed, basement, garage, tent or other structure shall at any time be used as a residence either temporarily or permanently. No camping shall be permitted on said subdivision.

7. No individual water supply system shall be permitted on any lot in said subdivision.

8. None of said subdivision lots shall be used for residential or any other living quarter purposes prior to the installation thereon of water flush toilets, and further, all bathroom, toilet, or sanitary conveniences shall be inside the main buildings permitted hereunder. Further, all bathrooms, toilets, or sanitary conveniences shall be connected to underground disposal facilities which meet state sanitary requirements and standards.

9. None of said lots shall be conveyed in less than the full original dimensions as shown by the recorded plat of said subdivision. However, nothing herein shall be so construed as to prevent the use of more than one lot or one lot being divided between two adjoining lots as one singly family dwelling building site, after which said whole lot and the adjacent lot or part thereof shall, for the purposes of these restrictions, be considered as one lot.

10. No building or structure (other than fences, walls or hedges) shall be erected or permitted on any of said lots nearer than ten (10) feet from the front property lines of said lot. All corner lots no nearer than ten (10) feet from the front property lines and side property lines adjacent to the streets.

11. All garbage or trash containers, oil, tanks, bottled tanks and other such facilities must be underground or placed in enclosed areas so as to not be visible from the adjoining properties or streets.

12. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any of said lots. Provided, however, that personal pets such as dogs, cats, or other household pets may be kept, but shall be fenced or leashed at all times; provided further, that they shall be kept in such a manner as to not create a public nuisance.

13. No weeds, underbrush, unsightly growth, refuse piles, junk piles, or other unsightly objects shall be permitted to be placed or to remain upon said lots; and in the event of any owner not complying with the above provisions then declarant, or its successors and assigns, shall have the right to enter upon the land and remove the offending objects at the expense of the owner, who shall repay the same upon demand, and such entry shall not be deemed a trespass.

The foregoing restrictions run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1989, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, or so long thereafter as may be now or hereafter permitted by law.

