

1996-033581



OFFICIAL RECORDS OF  
PINAL COUNTY RECORDER

KATHLEEN C. FELIX

DATE: 10/07/96 TIME: 1229  
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## Document Cover Sheet

### Declaration of Conditions, Covenants, Restrictions, Reservations

This cover sheet is part of a recorded legal document Do not detach this sheet from the document

This document supersedes Pinal County, Arizona recorded document, fee number 1996-031316 Changes incorporated in this issue of the document are

- 1 Addition of signature of underlying note holder, Eugene N Heap
- 2 Initials of both parties on each page

*When recorded Mail to*

KayDee Enterprises, LLC  
4720 N Placita Cazador  
Tucson, AZ 85718

1996-033581

**DECLARATION OF  
CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS**

**KNOW ALL MEN BY THESE PRESENTS:**

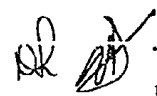
We, the undersigned KayDoe Enterprises, L L C, hereinafter referred to as declarant) being one hundred percent (100%) owners of,

The Southeast 1/4 of the Southeast 1/4 of Section 20, Township 10 South, Range 12 East, Gila & Salt River Base & Meridian, Pinal County, Arizona, (approx 40 acres) do hereby declare.

That the declarant has established and do hereby establish a general plan for the improvement and development of the said Southeast quarter of the Southeast quarter, Section 20 and do hereby establish the provisions, conditions, restrictions, and covenants upon and subject to which all lots and portions of lots in the said land holdings which entire property is hereinafter referred to as "said property" shall be used, improved, occupied, developed, sold or conveyed by the owners hereof, each and all are for the benefit of each owner of land in said property, or lot of said property and shall apply to and bind the undersigned and the present owners of each, all and every lot or parcel therein and their successors in interest. Said provisions, conditions, restrictions and covenants and each thereof is imposed upon said property as servitude in favor of each and every such parcel of land therein as the dominant tenement or tenements, as follows, to wit,

- 1 No mobile homes, modular homes, prefab homes, manufactured homes, or any facsimile shall be placed, erected, or maintained upon any part of said property except for use in connection with a "on site" built dwelling under construction at the time that such temporary dwelling is placed upon the property. However, a travel trailer, motorhome, or other neat appearing temporary dwelling unit may be located on any portion or parcel of said property on which a dwelling house is under construction, and may be used and occupied by the owner of such parcel as living quarters for a period not to exceed 24 months
- 2 All dwellings must be set back at least 75 feet from the boundary of the parcel upon which such dwelling is constructed
- 3 The native growth on said property shall not be removed or destroyed except as is necessary to clear a pad for construction of permitted improvements, and driveways or paths required for access to the improvements. The declarant or successors may require the replanting or replacement of any such native growth unnecessarily removed, with the cost of such replanting or replacement to be borne by the owner of the parcel from which it is removed

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4. It is the intention and purpose of this restriction to restrict and prohibit the division of property except well sites into parcels of less than 4 acres in size, therefore, no house, or other structures, shall be built upon any parcel of said property which has a total area of less than four acres
5. No part of any building shall be over 16 feet above the highest portion of the foundation of said building. A prominent high point or ridge line is described as land which is substantially higher than the average of land on the parcel and which is easily visible from all adjoining parcels. No building shall be built on a prominent high point or ridge line such that any portion of the building extends upward higher than the prominent high point or ridge line
6. Refuse. No lot may be used as a dumping ground or as storage for rubbish or junk
7. Construction Time. All structures shall be completed within 24 months of the issuance of the building permit or, if no permit is required, within 24 months of groundbreaking. No structure may be built upon a recorded easement or right-of-way
8. Motor Vehicles. Non-operative or disassembled motor vehicles and boats shall not be stored on any road and may be stored on a lot only if hidden from view by a fully enclosed garage or vegetation. Off road vehicles, motorcycles, go carts, and other motorized vehicles may not be operated in a repetitious manner, such as racing or circular operation, on the property or on roads on the property. Egress and ingress to the property by such vehicles is allowed
9. Animals. Rendering plants and slaughterhouses are prohibited. The following types and numbers of animals are permitted, provided that all such animals are confined by fences or walls, are not raised for commercial purposes, and do not constitute a nuisance to neighbors:
  - a. a reasonable number of dogs and/or cats,
  - b. 1 horse, mule or burro (or combination) per acre
  - c. 1 each of other large animals per two acres providing that such animals are not dangerous to neighbors.
  - d. a reasonable number of small fowl and other small animals,
  - e. any animals that are considered house hold pets and primarily resident in the dwelling
10. All of the aforesaid covenants, conditions, restrictions, and easements shall continue and remain in full force and effect at all times as against the owner of any parcel or portion of said property, however his title thereto may have been acquired, until the commencement of the calendar year 2006, on which date the said covenants, conditions, restrictions shall terminate and end, and thereafter be of no further legal or equitable effect on said property or any owner thereof, provided, however, that said conditions and restrictions shall be automatically extended for a period of ten years, and thereafter in successive ten year periods, unless on or before the end of one of such extension periods, or the original base period, the owners of two thirds of the total area of said entire property shall by written instrument duly recorded declare a termination or modification of the same
11. The breach of any of the foregoing covenants, conditions or restrictions shall not defeat or render invalid the lien of any mortgage, deed of trust, or other encumbrance made in good faith for value as to any parcel or portion of said property, but said covenants, conditions, and restrictions shall be binding upon and effective against any such mortgagee or trustee or owner thereof, whose title thereto or whose grantor's title is or was acquired by foreclosure, trustee's sale or otherwise

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- 12 No delay or omission on the part of the declarant or the owner of any other parcels of said property in exercising any right, power or remedy herein provided, in the event of any breach of the covenants, conditions, and restrictions herein contained, shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue against the declarant for or on account of any failure to bring any action on account of any breach of said covenants conditions and restrictions or for imposing restrictions herein which may be unenforceable by the declarant
- 13 In the event the provisions hereunder are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then in that event said terms shall be reduced to a period of time which shall not violate the rule against perpetuities as set forth in the laws of the State of Arizona

DATED this 25 day of SEPT, 1996

Dennis D Lee  
Dennis D Lee, Managing Member, KayDee Enterprises L. L. C

STATE OF ARIZONA )  
                                  ss  
County of Pima )

This instrument was acknowledged before me this 25 day of Sept, 1996

IN WITNESS WHEREOF, I have hereunto set my hand and official seal

Kay Ferguson  
NOTARY PUBLIC

My commission Expires



OFFICIAL SEAL  
KAY FERGUSON  
Notary Public - State of Arizona  
PIMA COUNTY  
My Commission Expires Dec. 21, 1997

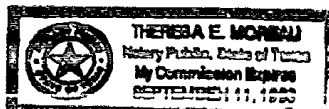
CONSENT TO  
CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS

The undersigned lienholder, having a lien on the real property or a portion thereof, described on the foregoing Declaration, does hereby consent to the Grantor in the foregoing Declaration executing said C C & R s. and does hereby agree that said lien of the undersigned shall be subject to and subordinate to the foregoing Declaration

Dated this 10 day of SEPT, 1996

Eugene N Heap  
Eugene N Heap

STATE OF Tx )  
                                  )ss  
COUNTY OF El Paso )



This instrument was acknowledged before me this 10 day of Sept, 1996.

Theresa E. Moran  
Notary Public

My commission expires 9-11-1996

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