

**\*\*PLEASE NOTE\*\*** To the best of our knowledge, the following C.C.R.'s pertain to your lot. We suggest that you check with The Mohave County Recorder for exact recordings against said property.

**UNIT 13  
TERRACE  
DOCKET 97  
PAGES 340 - 348  
17 OCTOBER 1966**

**MEADVIEW TERRACE  
DECLARATION OF RESTRICTIONS**

**KNOW ALL MEN BY THESE PRESENT:**

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

**Lots 1 to 402 inclusive, MEADVIEW TERRACE,** according to the plat of record in the office of the County Recorder of Mohave County, Arizona, recorded **October 17, 1966** as entry **15012.**

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 each and every part and parcel thereof, to wit:

**1.** All of said lots shall be known and described as single family dwelling residential lots. No trade business, profession, or other type of commercial activity shall be carried on upon any of said lots.

**2.** All buildings must be completed within twelve (12) months from the commencement of construction.

**3.** All buildings erected within said subdivision shall be of new construction. No unpainted metal siding or roofs will be permitted.

**4.** No temporary building may be moved or constructed on any lot in said subdivision.

**5.** No construction shed, basement, garage, tent or other structure shall be used at any time as a residence either temporarily or permanently. No camping shall be permitted on any lots in said subdivision.

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

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

8. 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 one lot being divided between two adjoining lots, after which said whole lot and the adjacent part of another lot shall, for the purpose of these restrictions be considered as one lot.

9. All garbage or trash containers, oil tanks, bottled gas tanks (other than those carried as an integral part of a house trailer) and other such facilities must be located in such a manner as to not create an objectionable or unsightly condition.

10. No animals, livestock, birds, 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 kept fenced or leashed at all times. provided further, that they shall be kept in such a manner as to not create a public nuisance.

11. 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 than 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.

12. Site grading and clearing of lots shall in all cases be held to a minimum in order to preserve the maximum amount of natural growth. Where grading is required, all plants, brush, cactus and trees that are destroyed by grading shall be removed from the premises or transplanted on the lot.

13. No building, or structures (other than fences, trees or hedges) shall be erected or permitted on any of said lots nearer than twenty (20) feet from the front property line or nearer than ten (10) feet from the side property line or nearer than ten (10) feet from the rear property line of said lot.

**14.** With respect to lots 1 to 8 inclusive, 68 to 72 inclusive, 81 to 92 inclusive, 98 to 113 inclusive, 199 to 207 inclusive, 234 to 245 inclusive, 253, 278 and 279:

**a.** Except as expressly provided for in Paragraph 14b below, no residence shall be erected upon said lots which shall have less than six hundred (600) square feet of ground floor space including storage but exclusive of any portion thereof used for a garage, carport, or outside porch.

**b.** House Trailers, mobile homes, or other similar movable living quarters are expressly permitted upon said lots as single family residential dwellings: PROVIDED, however, that said trailer, mobile home or similar movable living quarters together with any other enclosed area under the same roof shall have a combined ground floor space of not less than six hundred(600) square feet including storage but exclusive of any portion thereof used for a garage, carport, or outside porch, and further provided, that said house trailer or mobile home be not less than ten (10) feet in width.

**c.** No residence shall be erected which shall have less than eight hundred (800) square feet of roof, exclusive of roofing on any house trailer, mobile home or other similar movable living quarters, EXCEPT, however, that structures otherwise considered as house trailers, mobile homes or other similar movable living quarters, which have more than five hundred (500) square feet of ground space may include the roof on said structure when computing the required total square foot requirements.

**d.** Any house trailer, mobile home or similar movable living quarters placed on said lots shall either be set on a permanent concrete footing or shall have skirting placed completely around the base of said unit. It is the intention of this paragraph to provide for concealment of or to eliminate the space between the unit and the ground.

**15.** With respect to lots 9 to 21 inclusive, 66, 67, 76, to 80 inclusive, 93 to 97 inclusive, 114 to 116 inclusive, 132, 133, 149, 150, 165, 166, 180 to 198 inclusive, 208 to 233 inclusive, 246 to 252 inclusive, 254 to 265 inclusive 306 to 311 inclusive and 353 to 402 inclusive:

**a.** Except as expressly provided for in Paragraph 15b 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.

**b.** House trailers, mobile homes, or other similar movable living quarters are expressly permitted upon said lots as single family residential dwellings: PROVIDED, however, that said trailer,

mobile home, or similar movable living quarters shall be not less than forty (40) feet in length.

**16.** With respect to lots 22 to 65 inclusive, 73 to 75 inclusive, 117 to 131 inclusive, 134 to 148 inclusive, 151 to 164 inclusive, 167 to 179 inclusive, 266 to 277 inclusive, 280 to 305 inclusive and 312 to 352 inclusive, house trailers, mobile homes or other similar movable living quarters are expressly permitted on said lots as single family residential dwellings.

**17.** No billboard sign, sign board, or advertising of any kind shall be erected on any lot, except a sign no larger than five (5) square feet advertising that the premises are for rent or sale.

**18.** There is hereby created an Architectural Committee consisting of three (3) persons. In order to insure that the homes, trailers, and other buildings will preserve a uniformly high standard of construction, no building or other structure shall be erected, placed or permitted to remain on any of said lots in this subdivision until a complete set of development plans, including boundary lines, setbacks and building plans, have been submitted to and approved, in writing, by the Architectural Committee as meeting the requirements of these restrictions and building standards intended for the subdivision. The Committee may require changes, deletions, or revisions in order that the architectural and general appearance of all buildings and grounds be in keeping with the architecture of the neighborhood and such as not to be detrimental to the public health, safety and general welfare of the community in which such use or uses are to be located. Notwithstanding any other provisions of these deed restrictions, it shall remain the prerogative and in the jurisdiction of the Architectural Committee to review applications and grant approvals for exceptions to these deed restrictions. Variations from these requirements, and, in general, other forms of deviations from these restrictions imposed by this declaration may be made when and only when such exceptions, variances, and deviations do not in any way detract from the appearance of the premises, and are not in any way detrimental to the public welfare or to the property of other persons located in the vicinity thereof, all in the sole opinion of the Committee.

Any approval or variance granted must be given in writing and the granting of said approval or variance shall in no way affect any of the other provisions of these restrictions, which shall remain in full force and effect. The Committee shall act with due promptness and in the event the Committee shall fail to approve or disapprove any matter submitted to it hereunder within thirty (30) days from submission, the application shall be deemed approved, providing it meets with the requirements of these restrictions. Frank E. Glindmeier, Paul F. Mullane and Harold Brown, P.O. Box 158, Dolan Springs, Arizona shall be the initial members of the Architectural Committee for the above described lots and shall serve until such time as 75% of lots 1 to 402

inclusive have been sold, at which time the owners upon the requests to the Committee, shall elect three members from among the owners of said lots, to be substituted as an Architectural Committee in place of the persons mentioned above.

**19.** In the event of any ambiguity in any provision of these restrictions, the interpretation of the Architectural Committee as to the meaning intended shall prevail.

The foregoing restrictions and covenants run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1986, 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.

If there shall be a violation or threatened or attempted violation of any of said covenants, conditions, stipulations, or restrictions, it shall be lawful for any person or persons owning any real property situated in MEADVIEW TERRACE to prosecute proceedings at law or in equity against all persons violating or attempting to, or threatening to violate any such covenants, restrictions, conditions, or stipulations, and either prevent him or them from doing or to recover damages or other dues for such violations.

Invalidation of any of the restrictions, covenants, or conditions above by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

**IN WITNESS WHEREOF,** the **TRANSAMERICA TITLE INSURANCE COMPANY,** as Trustee, has hereunto caused its corporate name to be signed, its corporate seal affixed, and the same to be attested by the signatures of its duly authorized officer,  
this **17<sup>th</sup>** of **October, 1966.**

**\*\*PLEASE NOTE\*\*** To the best of our knowledge, the following C.C.&R's pertain to your lot. We suggest that you check with the Mohave County Recorder for exact recordings against said property.

**UNIT 13 TERRACE DOCKET 110**

**PAGE 473**

10 AUGUST 1967

**DECLARATION OF TRUST**

Trust No. 95224

The **TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA**, an ARIZONA corporation, formerly Phoenix Title and Trust Company, as Trustee, hereby declares that it holds title to property herein after described under Trust Agreement No. 95224 for the benefit of Rivcor, an Arizona corporation:

**Lots 1 through 402**, inclusive and Tract "A", **MEADVIEW TERRACE**, according to the plat recorded October 17, 1966 in the office of the County Recorder, Mohave County, Arizona, **Fee #15012**.

Except any of the above lots in which said Trustee has no record title.

Dated this 9th day of August, 1967.

**TRANSAMERICA TITLE INSURANCE COMPANY  
OF ARIZONA**, as Trustee

**\*\*PLEASE NOTE\*\*** To the best of our knowledge, the following C.C.&R.'s pertain to your lot. We suggest that you check with the Mohave County Recorder for exact recordings against said property.

**UNIT 13  
TERRACE  
DOCKET 175  
PAGES 102 - 107  
1 JULY 1970**

**DECLARATION OF RESTRICTIONS**

**KNOW ALL MEN BY THESE PRESENTS:**

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

**Lots 7, 9, 11, 13, 14, 15, 17 through 20, 23, 38, 51 through 55, 76, 77, 79, 82 through 90, 94 through 97, 103, 104, 106 through 115, 119 through 124, 127, 145 through 153, 157, 160 through 164, 175, 179, 180, 183 through 192, 196, 198 through 202, 205 through 221, 223 through 226, 228 through 232, 237, 238, 240, 243, 244, 251, 252, 258, 259, 267, 270 through 273, 291, 296 through 303, 313 through 318, 320 through 324, 326, 327, 329, 330, 337 through 340, 342, 345 through 352, 354 through 362, 378, 379, 384 through 396, 398 through 400 and 402, Meadview Terrace**, according to the plat of record in the office of the County Recorder of Mohave County, Arizona,

intends that these restrictions supersede that certain Declaration of Restrictions recorded October 17, 1966 in Docket 97, Pages 340-348, Mohave County records, and said previous Declaration of Restrictions shall hereafter have no further force or effect, 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 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 of and parcel thereof, to wit:

## ARTICLE I - LAND USE

**Section. 1 - Residential Use.** All of said lots shall be known and described as single family mobile home and residential lots. No trade, business, profession, or other type of commercial activity shall be carried on upon any of said lots.

**Section 2 - WATER SUPPLY.** No individual water supply system shall be permitted on any lot in said subdivision.

**Section 3 - Sanitary Facilities.** None of said lots shall be used for residential purposes prior to the installation thereon of water flush toilets, and all bathroom, toilet, or sanitary conveniences shall be inside the buildings permitted hereunder. Further, all bathrooms, toilets, or sanitary conveniences shall be connected to underground disposal facilities which meet state sanitary requirements and standards.

**Section 4 - Reconveyance.** 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 one lot being divided between two adjoining lots, after which said whole lot and the adjacent part of another lot shall, for the purposes of these restrictions be considered as one lot.

**Section 5 - Building Requirements.** With respect to all lots lying outside of the central development area, property owners are not required to build or erect improvements on their property, and may resell their property without building, if they so choose.

**Section 6 - Setbacks.** No buildings, mobile homes or structures (other than fences, trees or hedges) shall be erected or permitted on any of said lots nearer than twenty (20) feet from the front property line or nearer than ten (10) feet from the side property line or nearer than ten (10) feet from the rear property line of said lot.

**Section 7 - Mobile Homes.**

(a) The term "Mobile Homes" as used herein shall mean any house trailer, mobile home, or similar movable living quarters, but shall not include tent trailers, pick-up truck campers or similar recreation type vehicles.

(b) With respect to lots 23, 38, 51 through 55, 119 through 124, 127, 145 through 148, 151 through, 153, 157, 160 through 164, 175, 179, 267, 270 through 273, 291, 296 through 303, 313 through 318, 320 through 324, 326, 327, 329, 330, 337 through 340, 342 and 345 through 352, mobile homes are expressly permitted upon residential lots as single family residential dwellings.



(c) With respect to lots 9, 11, 13, 14, 15, 17 through 20, 76, 77, 79, 94 through 97, 114, 115, 149, 150, 180, 183 through 192, 196, 198, 208 through 221, 223 through 226, 228 through 232, 251, 252, 258, 259, 354 through 362, 378, 379, 384 through 396, 398 through 400 and 402, mobile homes are expressly permitted upon residential lots as single family residential dwellings: PROVIDED, however, that said mobile home shall be not less than forty(40) feet in length.

(d) With respect to lots 7, 82 through 90, 103, 104, 106 through 113, 199 through 202, 205 through 207, 237, 238, 240, 243 and 244, mobile homes are expressly permitted upon residential lots as single family residential dwellings: PROVIDED, however, that said mobile homes, together with any other enclosed area under the same roof shall have a combined ground floor space of not less than six hundred (600) square feet including storage and cabanas, but exclusive of any portion thereof used for a garage, carport, patio or unenclosed porch, and provided further that any such mobile home shall be at least ten feet in width.

(e) At the time any mobile home is placed on a lot it shall not exceed ten years of age from the date of manufacture.

(f) Mobile homes placed on lots must be professionally manufactured and not "home made" or "owner built", and prior to being placed thereon shall be approved as set forth in Article III herein.

(g) Cabanas, porches and storage buildings must be attached directly or by breezeway to the mobile home. Travel trailers, campers and boats may be parked or stored on said lots provided they are parked in such a manner as to not create an unsightly condition, and provided further that they are not connected to sanitary facilities, water, etc. and used as a permanent or temporary residence or for guest accommodations.

(h) Any mobile home placed on said lots shall either be set on a permanent concrete footing or shall have skirting placed completely around the base of said unit within six months from the date said mobile home was placed on the lot. It is the intention of this paragraph to provide for concealment of or to eliminate the space between the mobile home and the ground. Further, no tires, stones or other unsightly objects shall be placed on the roof of any mobile home.

#### **Section 8 - Permanent Homes.**

(a) The term "Permanent Homes" as used herein shall mean any residence constructed on a residential lot, whether frame, stucco or masonry, but shall not include storage rooms, carports, garages, etc.

(b) All permanent homes erected on any lot shall be of new

construction and shall have concrete foundations and hardwood or concrete floorings, and must be approved as set forth in Article III herein. No unpainted metal sidings or roofs will be permitted.

(c) All permanent homes must be completed within twelve (12) months from the commencement of construction.

(d) No permanent home shall be erected upon any lot which shall have less than eight hundred (800) square feet of ground floor space including storage but exclusive of any portion thereof used for a garage, carport or outside porch.

(e) No permanent home shall be erected on a lot which shall have less than one thousand (1,000) square feet of roof.

(f) Prefabricated or pre-erected buildings are not permitted for use as a permanent home, unless specifically and individually approved as set forth in Article III herein.

#### **Section - 9 Miscellaneous Structures.**

(a) The term "Miscellaneous Structures" as used herein shall mean any structure erected on any lot except for mobile homes and permanent homes, and shall include but not be limited to patios, porches, cabanas, fences, walls, storage rooms, garages, carports, buildings, etc.

(b) All miscellaneous structures shall be subject to the restrictions described in Section 8 (b), (c) and (f) herein.

**Section 10 - Camping.** No construction shed, basement, garage, tent or other structure shall be used at any time as a residence either temporarily or permanently. No camping shall be permitted on any lots in said subdivision.

**Section 11 - Temporary Buildings.** No temporary building may be moved or constructed on any lot in said subdivision.

### **ARTICLE II - MAINTENANCE**

**Section 1 - Garbage Containers, Butane Tanks.** Disposal of garbage and refuse shall be an individual responsibility, and all garbage or trash containers, oil tanks, bottled gas tanks (other than those carried as an integral part of a mobile home) and other such facilities must be located in such a manner as to not create an objectionable or unsightly condition.

**Section 2 - Clothes Lines.** Clothes lines are restricted to the backs of lots and insofar as possible shall be screened from view from any street.

**Section 3 - Washing Machines, Etc.** No washing machine, dryer, refrigerator, freezer or other appliance, and no machinery

or tools which detract from the appearance of the area shall be exposed to view, and same shall be kept only within a roofed and enclosed building or area, or inside of a mobile home.

**Section 4 - Pets & Livestock.** No animals, livestock, birds 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 kept fenced or leashed at all times, provided further, that they shall be kept in such a manner as to not create a public nuisance. This restriction is not intended to prohibit horseback riding along or across roadways.

**Section 5 - Lot Appearance.** No lot shall be used or allowed to become in such condition as to detract from the appearance of the area or to depreciate the value of adjacent property. 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.

**Section 6 - Signs and Rubbish.** No Real Estate signs or "For Sale" signs other than those of the subdivision developer may be erected or maintained on any lots before the date of January 1, 1975, without the written approval of the developer. No general advertising signs or billboards shall be placed on any residential lot, and no unsightly objects or nuisance shall be erected or placed or permitted and no inoperative autos or parts thereof, rubbish, used machinery or other such salvage or junk shall be placed or permitted to remain on any lot. Nor shall any premises be used in any way or for any purposes that may emit foul or noxious odors or which may endanger the health or unreasonably disturb the holder of any lot in said subdivision. Lot owners may erect or place one "For Rent" sign, and one identifying name plate, none of which may be larger than two (2) feet square.

**Section 7 - Native Vegetation.** Site grading and clearing of lots shall in all cases be held to a minimum in order to preserve the maximum amount of native desert growth. Where site grading is required, all minor plants, brush and cactus that are destroyed by grading shall be removed from the premises or transplanted on the lot. All major cactus and all Joshua Trees shall be transplanted on the lot and prior to commencing of any site grading, a site plan, including a landscaping and transplanting plan shall be approved as set forth in Article III herein.

**Section 8 - Fences.** Fences may be placed upon or near property lines but shall not exceed 5 feet of height, and no fence or other structure shall block or obstruct any utilities easement.

### **ARTICLE III - ARCHTECTORAL CONTROL**

(a) No structure of any type, including but not limited to buildings, mobile homes, permanent homes, cabanas, garages, porches, carports, storage facilities, fences and walls shall be commenced, erected or maintained upon any lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same including a site plan showing boundary line setbacks, location and type of underground sanitation facilities and landscaping and transplanting plan shall have been submitted to and approved in writing as

to harmony of external design and location in relation to surrounding structures and topography by the Board of Governors of the Meadview Civic Association, Inc. or by an architectural committee composed of three (3) or more representatives appointed by the Board. The Board may require changes, deletions or revisions in order that the architectural and general appearance of all structures and grounds be in keeping with the architecture of the neighborhood and shall not be detrimental to the public health, safety and general welfare of the community in which such use or uses are to be locate. Notwithstanding any other provisions of these deed restrictions, it shall remain the prerogative and in the jurisdiction of the Board to review applications and grant approvals for exceptions to these deed restrictions. Variations from these requirements, and, in general, other forms of deviations from these restrictions imposed by this declaration may be made when and only when such exceptions, variances, and deviations do not in any way detract from the appearance of the premises, and are not in any way detrimental to the public welfare or to the property of other persons located in the vicinity thereof, all in the sole opinion of the Board. The Board shall act with due promptness and in the event the Board shall fail to approve or disapprove any matters submitted to it hereunder within thirty (30) days from submission, the application shall be deemed approved, providing it meets with the requirements of these restrictions.

**Section 2 - Approval and Variance.** Any approval or variance granted by the Association must be given in writing and the granting of said approval or variance shall in no way affect any of the other provisions of these restrictions, which shall remain in full force and effect.

**Section 3 - Interpretation.** In the event of any ambiguity in any provision of these restrictions, the interpretation of the Association as to the meaning intended shall prevail.

## ARTICLE IV - GENERAL PROVISIONS

**Section 1 - Easements.** The developer or his successor reserves easements over or under the surface, or both, required for the installation and maintenance of electric lines, telephone lines, water lines, and other public utilities, with the right to assign the easements. The easements herein reserved shall consist of a ten foot strip of land along all side and rear lot lines.

**Section 2 - Zoning Conflict.** In the event of any conflict between these restrictions and any existing or future zoning regulations established by Mohave County or any other Governmental body, then the restriction or regulation which is the more restrictive shall apply.

### **Section 3 - Enforcement.**

(a) The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provision of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(b) In the event of a violation of any of the provisions hereunder having to do with the prevention of unsightly or unsanitary conditions, the Association, its agents or assigns shall have the right to enter upon the land and remove the offending objects at the expense of the owner, who shall pay the same upon demand, and such entry shall not be deemed a trespass.

**Section 4 - Amendments.** The Trustee expressly reserves the right to make any reasonable and necessary changes in these restrictions until no less than ninety percent (90%) of all lots have been sold, after which time there shall be no changes in any of these restrictions without the formal approval of the Meadview Civic Association, Inc., provided however that with respect to any lot which may not have been sold, or any lot that subsequently reverts to Trustee, the Trustee expressly reserves the right to amend, add or delete any or all provisions of these restrictions.

**Section 5 - Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

**Section 6 - Term.** The foregoing restrictions and covenants run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1990, at which time said covenants and restrictions shall be automatically extended

for successive period of ten (10) years, or so long thereafter as may be now or hereafter permitted by law.

**IN WITNESS WHEREOF**, the **TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA**, as Trustee, has hereunto caused its corporate name to be signed, its corporate seal affixed, and the same to be attested by the signatures of its duly authorized officers, this **29<sup>th</sup> day of June, 1970**.

**\*\*PLEASE NOTE\*\*** To the best of our knowledge, the following C.C. & R. 's pertain to your lot. We suggest that you check with the Mohave County Recorder for exact recordings against said property.

**DECLARATION AND ESTABLISHMENT OF COVENANTS AND CHARGES  
UPON LAND FOR THE BENEFIT OF  
MEADVIEW CIVIC ASSOCIATION, INC. AND ITS MEMBERS**

**KNOW ALL MEN BY THESE PRESENTS:**

Each owner of real property in the following described premises, situated within the County of Mohave, State of Arizona, to wit:

**MEADVIEW TERRACE**

upon execution of an **Adoption and Affirmation of Declaration and Establishment of Covenants and Charges Upon Land for the Benefit of Meadview Civic Association, Inc. and its Members**, in the form attached, establishes covenants and charges to which his (the masculine gender shall mean and include the feminine and neuter gender) real property shall be subject. Each and every covenant and charge is for the benefit of the Meadview Civic Association, Inc. ("Association"), an Arizona non-profit corporation, and members of the Association; shall inure to and pass with real property of said owner; and shall bind his successors in interest. These covenants and charges, which follow, are imposed upon the said owner's real property and are to be construed as restrictive covenants and as charges running with the title to said real property.

(A) Each owner, as above described, is deemed to covenant and to agree to pay to the Meadview Civic Association, Inc. annual assessments in accordance with the By-Laws of the Association.

(B) Annual assessments shall be a charge on the real property, shall be a continuing lien upon the real property (lot) against which such assessment is made, and may be enforced as the case of a lien foreclosure of a materialmans or mechanics lien.

(C) Annual assessments shall be exclusively used to promote the health, safety and welfare of the owners and residents of the community and for the improvement and maintenance of the Association's facilities.

**IN WITNESS WHEREOF**, the **MEADVIEW CIVIC ASSOCIATION, INC.** has hereunto caused its corporate name to be signed, its corporate seal affixed, and the same to be attested by the signature of its duly authorized officers, this **20<sup>th</sup> day of October 1970.**

**\*\*PLEASE NOTE\*\*** To the best of our knowledge, the following C.C.R.'s pertain to your lot. We suggest that you check with the Mohave County Recorder for exact recordings against said property.

**UNIT 13  
TERRACE  
DOCKET 211  
PAGES 491-495  
16 SEPTEMBER 1971**

**DECLARATION OF RESTRICTIONS**

**KNOW ALL MEN BY THESE PRESENT:**

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

**Lots 7, 9, 11, 13, 14, 15, 17 through 20, 23, 38, 51 through 55, 76, 77, 79, 82 through 90, 94 through 97, 103, 104, 106 through 115, 119 through 124, 127, 145 through 153, 157, 160 through 164, 175, 179, 180, 183 through 192, 196, 198 through 202, 205 through 221, 223 through 226, 228 through 232, 237, 238, 240, 243, 244, 251, 252, 258, 259, 267, 270 through 273, 291, 296 through 303, 313 through 318, 320 through 324, 326, 327, 329, 330, 337 through 340, 342, 345 through 352, 354 through 362, 378, 379, 384 through 396, 398 through 400 and 402, Meadview Terrace, according to the plat of record in the office of the County Recorder of Mohave County, Arizona.**

intends that these restrictions supercede that certain Declaration of Restrictions recorded June 29, 1970 in Docket 175, Pages 102-107, Mohave County records, and said previous Declaration of Restrictions shall here-after have no further force or effect, 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 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 of and parcel thereof, to wit:

**ARTICLE I - LAND USE**

**Section 1 - Residential Use.** All of said lots shall be known and described as single family mobile home and residential



lots. No trade, business, profession, or other type of commercial activity shall be carried on upon any of said lots.

**Section 2 - Water Supply.** No individual water supply system shall be permitted on any lot in said subdivision.

**Section 3 - Sanitary Facilities.** None of said lots shall be used for residential purpose prior to the installation thereon of water flush toilets, and all bathroom, toilet, or sanitary conveniences shall be connected to underground disposal facilities which meet state sanitary requirements and standards.

**Section 4 - Reconveyance.** 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 one lot being divided between two adjoining lots, after which said whole lot and the adjacent part of another lot shall, for the purposes of these restrictions be considered as one lot.

**Section 5 - Building Requirements.** With respect to all lots lying outside of the central development area, property owners are not required to build or erect improvements on their property, and may resell their property without building, if they so choose.

**Section 6 - Setbacks.** No buildings, mobile homes or structures (other than fences, trees or hedges) shall be erected or permitted on any of said lots nearer than twenty (20) feet from the front property line or nearer than ten (10) feet from the side property line or nearer than ten (10) feet from the rear property line of said lot.

**Section 7 - Mobile Homes.**

(a) The term "Mobile Home" as used herein shall mean any house trailer, mobile home, or similar movable living quarters, but shall not include tent trailers, pick-up truck campers or similar recreation type vehicles.

(b) With respect to lots 23, 38, 51 through 55, 119 through 124, 127, 145 through 148, 151 through 153, 157, 160 through 164, 175, 179, 267, 270 through 273, 291, 296 through 303, 313 through 318, 320 through 324, 326, 327, 329, 330, 337 through 340, 342 and 345 through 352, mobile homes are expressly permitted upon residential lots as single family residential dwellings.

(c) With respect to lots 9, 11, 13, 14, 15, 17 through 20, 76, 77, 79, 94 through 97, 114, 115, 149, 150, 180, 183 through 192, 196, 198, 208 through 221, 223 through 226, 228 through 232, 251, 252, 258, 259, 354 through 362, 378, 379, 384 through 396, 398 through 400 and 402, mobile homes are expressly permitted upon residential lots as single family residential dwellings:

PROVIDED, however, that said mobile home shall be not less than forty (40) feet in length.

(d) With respect to lots 7, 82 through 90, 103, 104, 106 through 113, 199 through 202, 205 through 207, 237, 238, 240, 243 and 244, mobile homes are expressly permitted upon residential lots as single family residential dwellings: PROVIDED, however, that said mobile homes, together with any other enclosed area under the same roof shall have a combined floor space of not less than six hundred square feet (600) including storage and cabanas, but exclusive of any portion thereof used for a garage, carport, patio or unenclosed porch, and provided further that any such mobile home shall be at least ten feet in width.

(e) At the time any mobile home is placed on a lot it shall not exceed ten years of age from the date of manufacture.

(f) Mobile homes placed on lots must be professionally manufactured and not "home made" or "owner built", and prior to being placed thereon, shall be approved as set forth in Article III herein.

(g) Cabanas, porches and storage buildings must be attached directly or by breezeway to the mobile home. Travel trailers, campers and boats may be parked or stored on said lots provided they are parked in such a manner as to not create an unsightly condition, and provided further that they are not connected to sanitary facilities, water, etc. and used as a permanent or temporary residence or for guest accommodations.

(h) Any mobile home placed on said lots shall either be set on a permanent concrete footing or shall have skirting placed completely around the base of said unit within six months from the date said mobile home was placed on the lot. It is the intention of this paragraph to provide for concealment of or to eliminate the space between the mobile home and the ground. Further, no tires, stones or other unsightly objects shall be placed on the roof of any mobile home.

**Section 8 - Permanent Homes.**

(a) The term "Permanent Homes" as used herein shall mean any residence constructed on a residential lot, whether frame, stucco or masonry, but shall not include storage rooms, carports, garages, etc.

(b) All permanent homes erected on any lot shall be of new construction and shall have concrete foundations and hardwood or concrete floorings, and must be approved as set forth in Article III herein. No unpainted metal sidings or roofs will be permitted.

(c) All permanent homes must be completed within twelve (12) months from the commencement of construction.

(d) No permanent home shall be erected upon any lot which shall have less than eight hundred (800) square feet of ground floor space including storage but exclusive of any portion thereof used for garage, carport or outside porch.

(e) No permanent home shall be erected on a lot which shall have less than one thousand (1,000) square feet of roof.

(f) Prefabricated or pre-erected buildings are not permitted for use as a permanent home, unless specifically and individually approved as set forth in Article III herein.

**Section 9 - Miscellaneous Structures.**

(a) The term "Miscellaneous Structures" as used herein shall mean any structure erected on any lot except for mobile homes and permanent homes, and shall include but not be limited to patios, porches, cabanas, fences, walls, storage rooms, garages, carports, buildings, etc.

(b) All miscellaneous structures shall be subject to the restrictions described in Section 8 (b), (c), and (f) herein.

**Section 10 - Camping.** No construction shed, basement, garage, tent or other structure shall be used at any time as a residence either temporarily or permanently. No camping shall be permitted on any lots in said subdivision.

**Section 11 - Temporary Buildings.** No temporary building may be moved or constructed on any lot in said subdivision.

**ARTICLE II - MAINTENANCE**

**Section 1 - Garbage Containers, Butane Tanks.** Disposal of garbage and refuse shall be an individual responsibility, and all garbage or trash containers, oil tanks, bottled gas tanks (other than those carried as an integral part of a mobile home) and other such facilities must be located in such a manner as to not create an objectionable or unsightly condition.

**Section 2 - Clothes Lines.** Clothes lines are restricted to the backs of lots and insofar as possible shall be screened from view from any street.

**Section 3 - Washing Machine, Etc.** No washing machine, dryer, refrigerator, freezer or other appliance, and no machinery or tools which detract from the appearance of the area shall be exposed to view, and same shall be kept only within a roofed and enclosed building or area, or inside of a mobile home.

**Section 4 - Pets & Livestock.** No animals, livestock, birds or poultry of any kind shall be raised, bred, or kept on any of said lots. Provided, however, that personnel pets such as dogs, cats, or other household pets may be kept, but shall be kept fenced or leashed at all times, provided further, that they shall be kept in such a manner as to not create a public nuisance. This restriction is not intended to prohibit horseback riding along and across roadways.

**Section 5 - Lot Appearance.** No lot shall be used or allowed to become in such condition as to detract from the appearance of the area or to depreciate the value of adjacent property. 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.

**Section 6 - Signs and Rubbish.** No real estate signs or "For Sale" signs larger than four (4) square feet of surface area may be erected or maintained on any lot. No general advertising signs or billboards shall be placed on any residential lot, and no unsightly objects or nuisance shall be erected or placed or permitted and no inoperative autos or parts thereof, rubbish, used machinery or other such salvage or junk shall be placed or permitted to remain on any lot. Nor shall any premises be used in any way or for any purposes that may emit foul or noxious odors or which may endanger the health or unreasonably disturb the holder of any lot in said subdivision. Lot owners may erect or place one "For Rent" sign, and one identifying name plate, none of which may be larger than two (2) feet square.

**Section 7 - Native Vegetation.** Site grading and clearing of lots shall in all cases be held to a minimum in order to preserve the maximum amount of native desert growth. Where site grading is required, all minor plants, brush and cactus that are destroyed by grading shall be removed from the premises or transplanted on the lot. All major cactus and all Joshua Trees shall be transplanted on the lot and prior to commencing of any site grading, a site plan, including a landscaping and transplanting plan shall be approved as set forth in Article III herein.

**Section 8 - Fences.** Fences may be placed upon or near property lines but shall not exceed 5 feet of height, and no fence or other structure shall block or obstruct any utilities easement.

### **ARTICLE III - ARCHITECTURAL CONTROL**

#### **Section 1 - Association.**

(a) No structure of any type, including but not limited to buildings, mobile homes, permanent homes, cabanas, garages, porches, carports, storage facilities, fences and walls shall be

commenced, erected or maintained upon any lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same including a site plan showing boundary line setbacks, location and type of underground sanitation facilities and landscaping and transplanting plan shall have been submitted and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Governors of the Meadview Civic Association, Inc. or by an architectural committee composed of three (3) or more representatives appointed by the Board. The Board may require changes, deletions or revisions in order that the architectural and general appearance of all structures and grounds be in keeping with the architecture of the neighborhood and shall not be detrimental to the public health, safety and general welfare of the community in which such in which such use or users are to be located. Notwithstanding any other provisions of these deed restrictions, it shall remain the prerogative and in the jurisdiction of the Board to review applications and grant approvals for exceptions to these deed restrictions. Variations from these requirements, and in general, other forms of deviations from these restrictions imposed by this declaration may be made when and only when such exceptions, variances, and deviations do not in any way detract from the appearance of the premises, and are not in any way detrimental to the public welfare or to the property of other persons located in the vicinity thereof, all in the sole opinion of the Board. The Board shall act with due promptness and in the event the Board shall fail to approve or disapprove any matters submitted to it hereunder within thirty (30) days from submission, the application shall be deemed approved, providing it meets with the requirements of these restrictions.

**Section 2 - Approval or Variance.** Any approval or variance granted by the Association must be given in writing and the granting of said approval or variance shall in no way affect any of the other provisions of these restrictions, which shall remain in full force and effect.

**Section 3 - Interpretation.** In the event of any ambiguity in any provision of these restrictions, the interpretation of the Association as the meaning intended shall prevail.

#### **ARTICLE IV - GENERAL PROVISIONS**

**Section 1 - Easements.** The developer or his successor reserves easements over or under the surface, or both, required for the installation and maintenance of electric lines, telephone lines, water lines, and other public utilities, with the right to assign the easements. The easements herein reserved shall

consist of a ten foot strip of land along all side and rear lot lines.

**Section 2 - Zoning Conflict.** In the event of any conflict between these restrictions and any existing or future zoning regulations established by Mohave County or any other Governmental body, then the restriction or regulation which is the more restrictive shall apply.

**Section 3 - Enforcement.**

(a) The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provision of this Declaration. Failure by the Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(b) In the event of a violation of any of the provisions hereunder having to do with the prevention of unsightly or unsanitary conditions, the Association, its agents or assigns shall have the right to enter upon the land and remove the offending objects at the expense of the owner, who shall pay the same upon demand, and such entry shall not be deemed a trespass.

**Section 4 - Amendment.** No change in any of these restrictions may be made without the formal approval of the Meadview Civic Association, Inc., and Meadview Terrace property owners and then only after a majority vote of said property owners.

**Section 5 - Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

**Section 6 - Term.** The foregoing restrictions and covenants run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1990, 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.

**IN WITNESS WHEREOF,** the **TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA**, has hereunto caused its corporate name to be signed, its corporate seal affixed, and the same to be attested by the signature of its duly authorized officers, this **15<sup>th</sup>** day of **September, 1971.**

**\*\*PLEASE NOTE\*\*** To the best of our knowledge, the following C.C.&R.'s pertain to your lot. We suggest that you check with the Mohave County Recorder for exact recordings against said property.

**UNIT 13  
TERRACE  
DOCKET 218  
PAGES 20- 24  
1 DECEMBER 1971**

**DECLARATION OF RESTRICTIONS**

**KNOW ALL MEN BY THESE PRESENTS:**

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

Lots 7, 9, 11, 13, 14, 15, 17 through 20, 23, 38, 51 through 55, 76, 77, 79, 82 through 90, 94 through 97, 103, 104, 106 through 115, 119 through 124, 127, 145 through 153, 157, 160 through 164, 175, 179, 180, 183 through 192, 196, 198 through 202, 205 through 221, 223 through 226, 228 through 232, 237, 238, 240, 243, 244, 251, 252, 258, 259, 267, 270 through 273, 291, 296 through 303, 313 through 318, 320 through 324, 326, 327, 329, 330, 337 through 340, 342, 345 through 352, 354 through 362, 378, 379, 384 through 396, 398 through 400 and 402, Meadview Terrace, according to the plat of record in the office of the County Recorder of Mohave County, Arizona.

intends that these restrictions supersede that certain Declaration of Restrictions recorded September 15th, 1971 in Docket 211, Pages 491-495, Mohave County records, and said previous Declaration of Restrictions shall here-after have no further force or effect, 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 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 of and parcel thereof, to wit:

**ARTICLE I - LAND USE**

**Section 1 - Residential Use.** All said lots shall be known and described as single-family mobile home and residential lots. No trade, business, profession, or other type of commercial activity shall be continued upon any of said lots.

**Section 2 - Water Supply.** No individual water supply system shall be permitted on any lot in said subdivision.

**Section 3 - Sanitary Facilities.** None of said lot(s) shall be used for residential purposes prior to the installation thereon of water flush toilets, and all bathroom, toilet, or sanitary conveniences shall be connected to underground disposal facilities which meet state sanitary requirements and standards.

**Section 4 - Reconveyance.** None of said lot(s) 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 one lot being divided between two adjoining lots, after which said whole lot and the adjacent part of another lot shall, for the purposes of these restrictions be considered as one lot.

**Section 5 - Building Requirements.** Property owners are not required to build or erect improvements on their property and may resell their property without building if they so choose.

**Section 6 - Setbacks.** No buildings, mobile homes or structures (other than fences, trees, or hedges) shall be erected or permitted on any of said lots nearer than twenty (20) feet from the front property line or nearer than ten (10) feet from the side property line or nearer than ten (10) feet from the rear property line of said lot.

**Section 7 - Mobile Homes.**

(a) The term "Mobile Home" as used herein shall mean any house trailer, mobile home, or similar movable living quarters, but shall not include tent trailers, pick-up truck campers or similar recreation type vehicle.

(b) With respect to lots 23, 38, 51 through 55, 119 through 124, 127, 145 through 148, 151 through 153, 157, 160 through 164, 175, 179, 267, 270 through 273, 291, 296 through 303, 313 through 318, 320 through 324, 326, 327, 329, 330, 337 through 340, 342 and 345 through 352, mobile homes are expressly permitted upon residential lots as single-family residential dwellings.

(c) With respect to lots 9, 11, 13, 14, 15, 17 through 20, 76, 77, 79, 94 through 97, 114, 115, 149, 150, 180, 183 through 192, 196, 198, 208 through 221, 223 through 226, 228 through 232, 251, 252, 258, 259, 354 through 362, 378, 379, 384 through 396, 398 through 400 and 402, mobile homes are expressly permitted upon residential lots as single family residential dwellings: PROVIDED, however, that said mobile home shall be not less than forty (40) feet in length.

(d) With respect to lots 7, 82 through 90, 103, 104, 106 through 113, 199 through 202, 205 through 207, 237, 238, 240, 243



and 244, mobile homes are expressly permitted upon residential lots as single-family residential dwellings: PROVIDED, however, that said mobile homes, together with any other enclosed area under the same roof shall have a combination ground floor space of not less than six hundred square feet (six hundred) including storage and cabanas, but exclusive of any portion thereof used for a garage, carport, patio, or unenclosed porch, and provided further that any such mobile home shall be at least ten feet wide.

(e) At the time any mobile home is placed on a lot, it shall not exceed ten years of age from the date of manufacture.

(f) Mobile homes placed on lot(s) must be professionally manufactured and not "home made" or "Owner built", and prior to being placed thereon, shall be approved as set forth in Article III herein.

(g) Cabanas, porches, and storage buildings must be attached directly or by breezeway to the mobile home. Travel trailers, campers and boats may be parked or stored on said lots provided they are parked in such a manner as to not create an unsightly condition, and provided further that they are not connected to sanitary facilities, water, etc. and used as a permanent or temporary residence or for guest accommodations.

(h) Any mobile home placed on said lot(s) shall either be set on a permanent concrete footing or shall have skirting placed completely around the base of said unit within six months from the date said mobile home was placed on the lot. It is the intention of this paragraph to provide for concealment of or to eliminate the space between the mobile home and the ground. Further, no tires, stones or other unsightly objects shall be placed on the roof of any mobile home.

#### **Section 8 - Permanent Homes.**

(a) The term "Permanent Homes" as used herein shall mean any residence constructed on a residential lot, whether frame, stucco or masonry, but shall not include storage rooms, carports, garages, etc.

(b) All permanent homes erected on any lot shall be of new construction and shall have concrete foundations and hardwood or concrete floorings and must be approved as set forth in Article III herein. No unpainted metal sidings or roofs will be permitted.

(c) All permanent homes must be completed within twelve (12) months from the commencement of construction.

(d) No permanent home shall be erected upon any lot which shall have less than eight hundred (800) square feet of

ground floor space including storage but exclusive of any portion there-of used for a garage, carport, or outside porch.

(e) No permanent home shall be erected on a lot which shall have less than one thousand (1,000) square feet of roof.

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**Section 11 - Temporary Buildings.** No temporary building may be moved or constructed on any lot in said subdivision.

**ARTICLE II - MAINTENANCE**

**Section 1 - Garbage Containers, Butane Tanks.** Disposal of garbage and refuse shall be an individual responsibility, and all garbage or trash containers, oil tanks, bottled gas tanks (other than those carried as an integral part of a mobile home), and other such facilities must be in such a manner as to not create an objectionable or unsightly condition.

**Section 2 - Clothes Lines.** Clothes lines are restricted to the backs of lots and as far as possible shall be screened from view from any street.

**Section 3 - Washing Machines, Etc.** No washing machine, dryer, refrigerator, freezer or other appliance, and no machinery or tools which detract from the appearance of the area shall be exposed to view, and same shall be kept only within a roofed and enclosed building or area, or inside of a mobile home.

**Section 4 - Pets & Livestock.** No animals, livestock, birds, 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 may be kept, but shall be kept

fenced or always leashed, provided further, that they shall be kept in such a manner as to not create a public nuisance. This restriction is not intended to prohibit horseback riding along and across roadways.

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**Section 6 - Signs and Rubbish.** No real estate signs or "For Sale" signs larger than four (4) square feet of surface area may be erected or maintained on any lot. No general advertising signs or billboards shall be placed on any residential lot, and no unsightly objects or nuisance shall be erected or placed or permitted and no inoperative autos or parts thereof, rubbish, used machinery or other such salvage or junk shall be placed or permitted to remain on any lot. Nor shall any premises be used in any way or for any purposes that may emit foul or noxious odors, or which may endanger the health or unreasonably disturb the holder of any lot in said subdivision. Lot owners may erect or place one "For Rent" sign, and one identifying name plate, none of which may be larger than two (2) feet square.

**Section 7 - Native Vegetation.** Site grading and clearing of lots shall in all cases be held to a minimum to preserve the maximum amount of native desert growth. Where site grading is required, all minor plants, brush and cactus that are destroyed by grading shall be removed from the premises or trans-planted on the lot. All major cactus and all Joshua Trees shall be transplanted on the lot and prior to commencing of any site grading, a site plan, including a landscaping and transplanting plan shall be approved as set forth in Article III herein.

**Section 8 - Fences.** Fences may be placed upon or near property lines but shall not exceed five feet of height, and no fence or other structure shall block or obstruct any utilities easement.

### **ARTICLE III - ARCHITECTURAL CONTROL**

**Section 1 - Association.** No structure of any type, including but not limited to buildings, mobile homes, permanent homes, cabanas, garages, porches, carports, storage facilities, fences and walls shall be commenced, erected or maintained upon any lot, nor shall any exterior addition to or change or alteration there-in be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same including a site plan showing boundary

setbacks, location and type of underground sanitation facilities and landscaping and transplanting plan shall have been submitted and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Governors of the Meadview Civic Association, Inc. or by an architectural committee composed of three (3) or more representatives appointed by the Board. The Board may require changes, deletions, or revisions in order that the architectural and general appearance of all structures and grounds be in keeping with the architecture of the neighborhood and shall not be detrimental to the public health, safety, and general welfare of the community in which such use or uses are to be located. Notwithstanding any other provisions of these deed restrictions, it shall remain the prerogative and in the authority of the Board to review applications and grant approvals for exceptions to these deed restrictions. Variations from these requirements, and, in general, other forms of deviations from these restrictions imposed by this declaration may be made when and only when such exceptions, variances, and deviations do not in any way detract from the appearance of the premises and are not in any way detrimental to the public welfare or to the property of other persons located in the vicinity thereof, all in the sole opinion of the Board. The Board shall act with due promptness and in the event the Board shall fail to approve or disapprove any matters submitted to it hereunder within thirty (30) days from the submission, the application shall be deemed approved, provided it meets with the requirements of these restrictions.

**Section 2 - Approval or Variance.** Any approval or variance granted by the Association must be given in writing and the granting of said approval or variance shall in no way affect any of the other provisions of these restrictions, which shall remain in full force and effect.

**Section 3 - Interpretation.** In the event of any ambiguity in any provision of these restrictions, the interpretation of the Association as to the meaning intended shall prevail.

#### **ARTICLE IV - GENERAL PROVISIONS**

**Section 1 - Easements.** The developer or his successor reserves easements over or under the surface, or both, required for the installation and maintenance of electric lines, telephone lines, water lines, and other public utilities, with the right to assign the easements. The easements herein reserved shall consist of a ten-foot strip of land along all side and rear lot lines.

**Section 2 - Zoning Conflict.** In the event of any conflict between these restrictions and any existing or future zoning

regulations established by Mohave County or any other Governmental body, then the restriction or regulation which is the more restrictive shall apply.

**Section 3 - Enforcement.**

(a) The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(b) In the event of a violation of any of the provisions hereunder having to do with the prevention of unsightly or unsanitary conditions, the Association, its agents or assigns shall have the right to enter upon the land and remove the offending objects at the expense of the owner, who shall pay the same upon demand, and such entry shall not be deemed a trespass.

**Section 4 - Amendments.** No charge in any of these restrictions may be made without the formal approval of the Meadview Civic Association, Inc., and Meadview Terrace property owners and then only after a majority vote of said property owners.

**Section 5 - Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

**Section 6 - Term.** The foregoing restrictions and covenants run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1990, 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.

**IN WITNESS WHEREOF,** the **TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA,** as Trustee, has hereunto caused its corporate name to be signed, its corporate seal affixed, and the same to be attested by the signatures of its duly authorized officers, this **29<sup>th</sup>** day of **November 1971.**