

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

UNIT 14 / UNIT 15
TERRACE 2 / VALLEY 1
DOCKET 1404
PAGE 472
2 MAR 1988

AMENDMENT AND RESTATEMENT OF
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
MEADVIEW VALLEY UNIT 1
And
MEADVIEW TERRACE UNIT 2

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AMENDMENT AND RESTATEMENT
DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR MEADVIEW VALLEY UNIT 1
AND MEADVIEW TERRACE UNIT 2

THIS AMENDMENT AND RESTATEMENT OF DECLARATION (the "Declaration") is made on the _day of February, 1988, by MEADVIEW COMPANY LIMITED PARTNERSHIP, an Arizona limited partnership (the "Declarant"), and by CSC FINANCIAL SERVICES, INC., an Arizona corporation, as Trustee ("CSC").

WITNESSETH:

WHEREAS, the Declarant is the beneficial owner of certain real property located in Mohave County, Arizona, which is more particularly described on Exhibit A attached to this Declaration.

WHEREAS, CSC, as Trustee, holds legal title to the above-described property pursuant to its Trust No. 99532.

WHEREAS Landex, an Arizona corporation, heretofore recorded on a portion of the property described on Exhibit A document entitled "Meadview Valley Unit 1 - Tract 1194 Declaration of Restrictions" which document was dated August 23, 1973 and recorded at Book 150, page 1 on the records of Mohave County, Arizona, and also recorded on a portion of the property described on Exhibit A document entitled "Meadview Terrace Unit 2 - Tract 1193 Declaration of Restrictions", which document was dated May 9, 1973 and recorded at Book 116, page 254, in the records of Mohave County, Arizona, (the "Restrictions");

Whereas the Declarant recorded on the property described in Exhibit A document entitled Declaration of Covenants, Conditions and Restrictions for Meadview Valley Unit 1 and Meadview Terrace Unit 2, which document was dated January 6, 1988, and was recorded at Book 1390, page 176 in the records of Mohave County, Arizona (the "CCRs").

WHEREAS, Article IV, Section 4 of the Restrictions states in part as follows:

"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, said changes to become effective upon the sale or conveyance of such lot in accordance with Section 7 hereunder."

Exhibits:

A - - Legal Description

WHEREAS, Article IV, Section 7 of the Restrictions states as follows:

"Notwithstanding anything to the contrary in this document, each restriction, terms, and conditions. set forth in this document shall apply only to, and as such time as, lot(s) in the subdivision are. subject to a sale by Trustee to a third-party lot purchaser or are conveyed to such purchaser, his successors or assigns."

WHEREAS, Article 8, Section 8.4(a) of the CCRs states in part as follows:

"The Declaration may only be amended by the written. approval or the affirmative vote of Owners representing not less than 66-2/3% of Lots, cast in person or by proxy at a meeting duly called for such person."

WHEREAS, Article 8, Section 8.4(c) of the CCRs provides as follows:

"Any amendment approved pursuant to Subsection (a) above shall be signed by all the approving Owners. Any such amendment shall be recorded with the County. Recorder of Mohave County, Arizona and shall certify. that the amendment has been approved as required by this Section."

WHEREAS the property described on Exhibit A has never been sod by a Trustee to a third-party lot purchaser or conveyed to such purchaser, and therefore the Restrictions have never been applicable to the property described on Exhibit A.

WHEREAS Declarant desires to amend and restate in their entirety the Restrictions and the CCRs as they pertain to the property described on Exhibit A.

WHEREAS Declarant owns the beneficial interest in all the property described on Exhibit A and therefore this Declaration has been approved and authorized as required by Article 8, Section 8.4 of the CCRs.

NOW, THEREFORE, Declarant hereby states that the Restrictions and the CCRs are superseded regarding the property described on Exhibit A, and the Restrictions and CCRs have no force and effect regarding the property described on Exhibit A. However, the Restrictions will continue to be applicable to the property that is described in the Restrictions but is not included on Exhibit A. Declarant hereby amends and restates the Restrictions and CCRs

in their entireties with respect to the property described on Exhibit A as follows:

All property described on Exhibit A shall be subject to these covenants, conditions and restrictions and shall be held, conveyed, mortgaged, encumbered, leased rented, occupied, improved, and used subject to the following restrictions, covenants, conditions, easements, and equitable servitudes. The restrictions set forth in this Declaration shall run with the property hereunder, shall be binding under all persons having or acquiring any right, title or interest in such property, or any part thereof, shall inure to the benefit of any portion of the property, and any interest therein, shall inure to the benefit of and be binding upon any successor in interest of Declarant and of each Owner and may be enforced by Declarant, by any owner or their successors in interest, or by the Architectural Committee.

ARTICLE 1

DEFINITIONS

1.1 Section 1.1 is intentionally deleted.

1.2 "Architectural Committee" means the committee established pursuant to Article 2 of this Declaration.

1.3 "Architectural Committee Rules" means the rules, if any, adopted by the Architectural Committee.

1.4 "Declarant" means MEADVIEW COMPANY LIMITED PARTNERSHIP, an Arizona limited partnership, its successors and any person or entity to whom it may expressly assign any or all its rights under this Declaration.

1.5 "Declaration" means this Amendment and Restatement of Declaration of Covenants, Conditions and Restrictions for Meadview Valley Unit 1 and Meadview Terrace Unit 2 as it may from time to time be further amended.

1.6 "Improvement" or "Improvements" means buildings, roads, driveways, parking areas, fences, walls, rocks, hedges, plantings, planted trees and shrubs, and all other structures or landscaping improvements of every type and kind.

1.7 "Lot" means any parcel of real property designated as a lot on a recorded subdivision plat and which is covered by this Declaration.

1.8 "Miscellaneous Structures" means any structure erected on any lot except for Mobile Homes and Permanent Homes, and shall include but is not limited to patios, porches, cabanas, fences, walls, storage rooms, garages, carports, buildings.

1.9 "Mobile Home" means any house trailer, mobile home, or similar movable living quarters, but shall not include camping trailers, tent trailers, pickup truck campers, motor homes, housecars or similar recreational type vehicles.

1.10 "Owner means the record owner, whether one or more persons or entities of beneficial or equitable title (and legal title if the same has merged with the beneficial or equitable title) to the fee simple interest of a lot. Owner shall not include (a) persons or entities having an interest in a Lot merely as security for the performance of an obligation, or (b) a lessee or tenant of a Lot. Owner shall include a purchaser under a contract for the conveyance of real property, a contract for deed, a contract to convey, an agreement for sale or any similar contract through which a seller has conveyed to a purchaser equitable title in a Lot under which the seller is obligated to convey to the purchaser the remainder of seller', title in the Lot, whether legal or equitable, on payment in full of monies due under the contract. Owner shall not include a purchaser under purchase contract and receipt, escrow instructions or similar executory contracts which are intended to control the rights and obligations of the parties to the executory contracts pending the closing of a sale or purchase transaction. In the case of Lots of fee simple title to which is vested in a trustee pursuant to Arizona Revised Statutes, Section 33-801, et seq., the trustor under the deed of trust shall be deemed to be the Owner. In the case of Lots the fee simple title to which is vested in a trustee pursuant to a subdivision trust agreement or similar agreement, the beneficiary of such trust who is entitled to possession of the trust property shall be deemed to be the owner.

1.11 "Permanent Homes" means any residence constructed on a residential lot, whether frame, stucco, or masonry, but shall not include storage rooms, carports, garages, etc.

1.12 "Project Documents" means this Declaration and any Architectural Committee Rules.

1.13 "Property" or "Project" means the real property described on Exhibit A of this Declaration and all real property subsequently annexed by the Declarant pursuant to Article 7 of this Declaration together with all the buildings and other Improvements located thereon, and all easements' rights and appurtenances belonging thereto.

1.14 "Purchaser" means any person other than the Declarant, who by means of a voluntary transfer becomes the Owner of a Lot except for an Owner who, in addition to purchasing a Lot, is assigned any or all the Declarant's rights under this Declaration.

1.15 "Single Family" means any individual living alone, a group of two or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than three persons not all so related, together with their domestic servants, who maintain a common household in a dwelling.

1.16 "Single Family Residential Use" means the occupation or use of a residence by a Single Family in conformity with this Declaration and the requirements imposed by applicable zoning laws or other state, county or municipal rules and regulations.

1.17 "Visible from Neighboring Property" means, with respect to any given object, that such object is or would be visible to a person six feet tall, standing on any part of such neighboring property at an elevation no greater than the elevation of the base of the object being viewed.

ARTICLE 2

ARCHITECTURAL COMMITTEE

2.1 Architectural Committee. The Declarant shall establish an Architectural Committee consisting of three (3) members to regulate the external design, appearance and use of the Property and to perform such other functions and duties as may be imposed upon it by this Declaration. The Declarant shall have the power to appoint the members of the Architectural Committee until the first anniversary of the date of this Declaration. Members of the Architectural Committee appointed by the Declarant need not be Owners. After one (1) year from the date of this Declaration, the Owners shall appoint the members of the Architectural Committee, all of whom shall be Owners. The Architectural Committee may promulgate rules concerning the standards and procedures for architectural review.

ARTICLE 3

PERMITTED USES AND RESTRICTIONS

3.1 Residential Use. All Lots shall be used, improved, and devoted exclusively to Single Family Residential Use. No gainful occupation, profession, trade, or other nonresidential use shall be conducted on any Lot.

3.2 Mobile Homes.

(a) Mobile Homes are expressly permitted upon all residential lots for Single Family Residential Use, provided; however, that said Mobile Home is at least forty (40) feet in length and twelve (12) in width.

(b) At the time any Mobile Home is placed on a Lot, it shall not exceed five years of age from the date of manufacture.

(c) 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 3.20 and 3.21 herein.

(d) Cabanas and porches must be attached directly to the Mobile Home. Travel trailers, campers and boats may be parked or stored on said lots provided they are near the back of the Lot, parked in such a manner as not to 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.

(e) 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.

3.3 Permanent Homes and Miscellaneous Structures.

(a) All Permanent Homes erected on any Lot shall be of new construction. Prior to construction, all Permanent Homes must be approved as set forth in Article 3.20 and 3.21 herein. No unpainted metal sidings or roofs will be permitted.

(b) All Permanent Homes must be completed within twelve (12) months from the commencement of construction.

(c) No Permanent Home shall be erected upon any Lot which shall less than eight hundred (800) square feet of ground floor space including inside storage but exclusive of any portion thereof used for a garage, carport, outside porch, or outside storage.

(d) Prefabricated, pre-erected or modular homes are specifically permitted, provided they are approved as set forth in Article 3.20 herein prior to construction.

(e) All Miscellaneous Structures shall be of a new construction and shall have concrete foundations and hardwood or concrete flooring, and prior to construction, must be approved as set forth in Article 3.20. No Miscellaneous Structure shall have unpainted metal sidings or roofs. All Miscellaneous Structures shall be completed within twelve months from the commencement of construction. Prefabricated, pre-erected or modular Miscellaneous

Structures are specifically permitted, provided they are approved as set forth in Article 3.20 prior to construction.

3.4 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 at any time on any Lots.

3.5 Animals No animals, birds, fowl, poultry, or livestock, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any Lots and then only if they are kept, bred, or raised thereon solely as domestic pets and not for commercial purposes. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No owner or any lessee or guest of an Owner shall permit any dog or other pet to relieve itself on another Owner's Lot. It shall be the responsibility of an Owner to remove immediately any droppings from pets. No dog, cat or other pet shall be permitted to run at large, and each dog, cat or other pet shall be confined entirely to an Owner's Lot except that a dog, cat or other pet shall be permitted to leave an Owner's Lot if such dog, cat or other pet is at all times kept on a leash not to exceed six (6) feet in length and its under the direct control of the Owner.

3.6 Motor Vehicles. No automobile, motorcycle, motorbike or other motor vehicle shall be constructed, reconstructed or repaired upon any Lot or street, and no inoperable vehicle may be stored or parked on any Lot or street, so as to be Visible From Neighboring Property or to be visible from any street; provided, however, that the provisions of this Section shall not apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any Improvement approved by the Architectural Committee.

3.7 Height. No buildings or improvements on any improvements on any Lot may exceed two stories in height or twenty-five (25) feet above the ground line.

3.8 Nuisances. No nuisance shall be permitted to exist or operate upon any Lot to be offensive or detrimental to any other property in the vicinity thereof or to its occupant or which shall in any way interfere with the quiet enjoyment of each of the Owners of their respective Lots and residences. Without limiting the generality of the foregoing provisions, no exterior speakers, horns, whistles, bells, or other sound devices, except fire detection and security devices used exclusively for such

purposes, shall be located, used, or placed on any property.

3.9 Repair of Buildings No building, landscaping or other Improvement upon any Lot shall be permitted to fall into disrepair, and each such building, landscaping or other Improvement shall always be kept in good condition and repair by the Owner thereof.

3.10 Trash Containers and Collection. Disposal of garbage and refuse shall be the Owner's responsibility. No garbage, rubbish or trash shall be placed or kept on any Lot except in covered containers. In no event shall containers be maintained to be Visible from Neighboring Property except to make the same available for collection and then only for the shortest time reasonably necessary to affect such collection. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odors shall be permitted to arise therefrom to render any such property or any portion thereof unsanitary, unsightly, offensive, or detrimental to any other property in the vicinity thereof or to its occupants. No incinerators shall be kept or maintained on any Lot.

3.11 Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated, or maintained upon or adjacent to any Lot except such machinery or equipment as is usual and customary in connection with the use, maintenance or repair of a residence, appurtenant structures, or other Improvements constructed by the Declarant or approved by the Architectural Committee. No washing Machine, dryer, refrigerator, freezer or other appliance, and no machinery or tools which detract from the appearance of the area shall be Visible from Neighboring Property. All clotheslines, woodpiles and storage areas shall be prohibited upon any Lot, unless located in the rear yard, and unless they are erected, placed, or maintained in such a manner as to not be Visible from Neighboring Property.

3.12 Restriction on Further Subdivision. No Lot shall be further subdivided or separated into smaller lots or parcels by any Owner other than the Declarant, and no portion less than all or any such Lot or an undivided interest in all any such Lot shall be conveyed or transferred by any Owner other than the Declarant.

3.13 Signs. Unless otherwise approved by the Architectural Committee, no signs whatsoever (including, but without limitation, commercial, political, "for sale,"

"for sale," "for rent" and similar signs) shall be erected or maintained on any Lot except:

(a) One residential identification sign with a total face area of two square feet or less.

(b) Such signs as may be required by legal proceedings.

(c) One "for sale" or "for rent" sign with a total face area of two square feet or less.

(d) Any signs installed by the Declarant; and

(e) Any signs approved by the Architectural Committee.

3.14 Declarant's Exemption. Nothing contained in this Declaration shall be construed to prevent or restrict the erection or maintenance by Declarant, or its duly authorized agents, of structures, Improvements, or signs necessary or convenient to the construction, development, identification, or sale of Lots or other property within Project. Without limiting the generality of the foregoing, the Declarant shall be exempt from the requirements of all architectural control provisions contained herein.

3.15 Mineral Exploration. No Lot shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, earth, or any earth substance of any kind and no derrick or other equipment designed or intended for any such activity shall be erected, placed, constructed, or maintained on any Lot.

3.16 Diseases and Insects. No Owner shall permit any thing or condition to exist upon any property which could induce, breed or harbor infectious plant diseases or noxious insects.

3.17 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 shall be transplanted on the Lot if possible. If transplanting of all minor plants, brush and cactus is not possible, those that are destroyed by grading shall be removed from the premises. 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 3.20 herein.

3.18

Fences. Fences may be placed upon or near property lines but shall not exceed five feet in height, and no fence or other structure shall block or obstruct a utility easement.

3.19 Temporary Occupancy No trailer, basement of any incomplete building, tent, shack, garage or barn, and no temporary buildings or structure of any kind shall be used at any time for a residence on any Lot, either temporary or permanent. Temporary buildings or structures used during the construction of a residence or other structure on a Lot shall be removed immediately after the completion of construction.

3.20 Improvements and Alterations. No addition, alteration, repair, change or other work which in any way alters the exterior appearance, including but without limitation, the exterior color scheme, of any Lot, or the Improvements located thereon, from their appearance on the date the Lot was conveyed by the Declarant to a Purchaser shall be made or done without the prior written approval of the Architectural Committee.

Any Owner desiring approval of the Architectural Committee for any addition, alteration, repair, change or other work which alters the exterior appearance of his Lot, or the Improvements located thereon, shall submit to the Architectural Committee a written request for approval specifying in detail the nature and extent of the addition, alteration, repair, change or other work which the Owner desires to perform. Owner shall submit plans and specifications showing the nature, kind, shape, height, materials, color, and location of the same including a site plan showing boundary line setbacks, location and type of underground sanitation facilities and landscaping and transplanting plans. The owner requesting the approval of the Architectural Committee shall also submit to the Architectural Committee any additional information, plans and specifications which the Architectural Committee may request. All plans submitted to the Committee shall bear the approval of the City or County, if required by law or ordinance, and shall be sent by certified mail or personal delivery.

If the Architectural Committee fails to approve or disapprove an application within thirty (30) days after the application, together with all the supporting information, plans and specifications requested by the Architectural Committee have been received by it, approval will not be required, and this Section will be deemed to have been complied with by the Owner who had requested

approval of such plans. The approval by the Architectural Committee of any addition, alteration, repair, change or other work pursuant.