

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

**UNIT 15
VALLEY 1
DOCKET 150
PAGES 1 - 11
4 SEPTEMBER 1973**

MEADVIEW VALLEY UNIT 1 - TRACT 1194

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

This Declaration is made this 23rd day of August, 1973, by LANDEX, hereinafter called "Declarant", as present owner of the second beneficial interest in Transamerica Title Company, Trust Number 9532, being properly authorized so to act by terms of the trust, and Transamerica Title Company, as Trustee thereunder, hereinafter called "Trustee", solely as bare legal title holder and not personally, and acting at the proper direction of said beneficiary - "Declarant", executed this Declaration of Reservations, Covenants, Conditions and Restrictions, to run with the real property herein described for the purposes as hereinafter set forth.

Lots 1 through 338 inclusive, MEADVIEW VALLEY

UNIT 1, TRACT 1194, according to the plat of record in the office of the County Recorder of Mohave County, Arizona, as Fee #73-24840.

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 to be construed as a restrictive covenant 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 residential lots. No trade business, professional or other type of commercial activity shall be carried on upon any of said lots.

SECTION 2 - WATER SUPPLY. No individual water supply systems 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 building permitted hereunder. Further, all bathroom, toilet or

sanitary conveniences shall be connected to underground disposal facilities which meet state sanitary requirements and standards.

SECTION 4 - 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 5 - 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 nearer than five (5) feet from the side property line or nearer than ten (10) feet from the rear property line of said lot.

SECTION 6 - 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 camping trailers, tent trailers, pickup truck campers, motor homes, housecars or similar recreational type vehicles.

(b) Mobile homes are expressly permitted upon all residential lots as single-family residential dwellings: PROVIDED, however, that said mobile home is at least forty (40) feet in length and twelve (12) feet in width.

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

(d) 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.

(e) 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.

(f) 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.

(g) With respect to lots 1 through 30, 51, 52, 53, 78, 79, 102, 103, 148, 149, 150, 151, 172, 173, 193, 194, 213, 214, 224 and 225: Mobile homes shall not be less than twenty (20) feet in width and shall have not less than eight hundred (800) square feet of livable area, and shall not have less than four hundred (400) square feet of covered patio.

SECTION 7 - 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 flooring, and prior to construction, 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 inside storage but exclusive of any portion thereof used for a garage, carport, outside porch, or outside storage.

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

SECTION 8 - 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 is not 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 7 (b), (c) and (e) herein.

SECTION 9 - CAMPING. No construction shed, basement, garage, tent or other structure shall be use at any time as a residence, either temporarily or permanently. No camping shall be permitted at any time on any lots in said subdivision, except those owners may temporarily use a recreational vehicle upon any of said lots for not more than 20 days at any one time nor more than 40 days in any calendar year, provided that said vehicle shall have its own completely self-contained sanitary facilities.

SECTION 10 - TEMPORARY BUILDINGS. No temporary buildings may be moved or constructed on any lot in said subdivision.

SECTION 11 - HEIGHT. No buildings or improvements on any of said lots may exceed two stories in height or twenty-five (25) feet above the ground line.

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

SECTION 5 - SIGNS AND RUBBISH.

No general advertising signs or billboards other than those of the subdivision developer 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" and/or one "For Sale" sign and one identifying name plate, none of which may be larger than two (2) square feet.

SECTION 6 - 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 7 - FENCES. Fences may be placed upon or near property lines but shall not exceed 5 feet in height, and no fence or other structure shall block or obstruct any utilities easement.

ARTICLE III - ARCHITECTURAL CONTROL

SECTION 1 - APPROVALS. 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 line setbacks, location and type of underground sanitation facilities and landscaping and trans-planting plan shall have been submitted to and approved in writing as to harmony of eternal design and location in relation to surrounding structures and topography by the Board of Governors of the Meadview Civic Association, Inc., or by 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 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 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 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.

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 - ASSESSMENTS.

(a) The owner of each lot in this subdivision shall be a member of the Meadview Civic Association in accordance with the provisions of the By-Laws thereof. Such membership shall be appurtenant to and may not be separated from ownership of any lot.

(b) Every owner or purchaser or every lot as described above, is deemed to covenant, and agree to pay to the Meadview Civic Association, Inc., annual assessments in accordance with the By-Laws thereof.

(c) The annual assessments shall be a charge on the land and shall be a continuing lien upon the lot against which such assessment is made.

(d) The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the owners and residents of the community and for the improvements and maintenance of the Association's facilities.

SECTION 4 - INTERPRETATION. In the event of any ambiguity in any provision of these restrictions, excepting Article IV, Section 7, 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 five-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, the restriction or regulation which is 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 inequity, 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 his 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. In the event said expense is not paid by the owner, the Association may add said amount to the next due annual assessment, and if not then paid by owner, said expense shall become a lien on the land.

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 change in any of these restrictions without 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, said changes to become effective upon the sale or conveyance of such lot in accordance with Section 7 hereunder.

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, 1992, 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.

SECTION 7 - APPLICABILITY. Notwithstanding anything to the contrary in this document, each and every restriction, term and condition set forth in this document shall apply only to, and at such times as, lots 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.

Each party who acquires any interest in all or part of the property described herein further agrees, that upon such acquisition of an interest in all or part of this real property, said acquiring party does not have nor shall not exert any right or claim against trustee shown herein for any breach or failure of trustee to enforce all or part of the covenants, conditions and restrictions set forth herein, but shall look to the other property owners acquiring an interest in said property, and/or the declarant, his successors and assigns, for any performance or relief deemed equitable, or necessary for enforcement of the covenants, conditions and restrictions contained herein.

IN WITNESS WHEREOF, LANDEX, an Arizona Corporation, has caused its corporate name and seal to be hereunto affixed by its officers hereunto duly authorized this 23rd day of August 1973.

****PLEASE NOTE**** To the best of our knowledge, the following C.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 14 (TERRACE 2) / UNIT 15 (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**

THIS DECLARATION is made on the sixth day of January 1988, by MEADVIEW COMPANY LIMITED PARTNERSHIP, an Arizona limited partnership (the "Declarant"), and by *CHASE SERVICE CORPORATION OF ARIZONA, an Arizona corporation, as Trustee ("Chase" *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 *CHASE, 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, a document entitled "Meadview Valley Unit 1-Tract 1194 Declaration of Restrictions" page 1 in the records of Mohave County, Arizona, and also recorded entitled "Meadview Terrace Unit 1-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 (hereafter collectively, the "Restrictions");

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

"With respect to any lot which may or may not have been sold, or any lot that subsequently reverts to Trustee, the Trustee expressly reserves that 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."

WHEREAS Section 7 of the Restrictions states as follows:

"Notwithstanding anything to the contrary in this document, each and every restriction, term and condition set forth in this document shall apply only to, and at such time as, lots 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, the property described on Exhibit A, has never been sold by 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 further desires to establish, for its own benefit, and for the mutual benefit of all future owners, lienholders, occupants, or any other holders of an interest in the property described on Exhibit A, or any part thereof, certain easements and rights, and certain mutually beneficial covenants, restrictions, and obligations with respect to the proper use, conduct and maintenance of said property.

NOW, THEREFORE, Declarant hereby declares 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 covered or annexed hereunder, shall be binding upon all persons having or acquiring any right, title or interest in such property, or any part thereof, shall inure to the benefit of every 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 **Annexable Property** means the real property located in Mohave County, Arizona, which is described on Exhibit B, attached to the Declaration, together with all buildings and other Improvements located thereon and all easements, rights and appurtenances belonging thereto.

1.2 **Architectural Committee** means the committee established pursuant in 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 Declaration of Covenants, Conditions and Restrictions, as it may from time to time be further amended.

1.6 **Improvement** or **Improvements** means buildings, roads, driveways, packing 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 Structure** 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 recorded owner, whether one or more persons or entities, or 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, (i) Persons or entities having an interest in a Lot merely as security for the performance of an obligation, or (ii) A lessee or tenant of a Lot. Owner shall include a purchase 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 the remaining of seller's title in the Lot, whether legal or equitable, on payment in full of all monies due under the contract. Owner shall not include a purchaser under a 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 the 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 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 Declaration pursuant to Article 7 of this Declaration together with all buildings and other Improvements located thereon, and all easements, rights and appurtenances belonging to 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 an 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 on (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) feet 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 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 and 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 Homes 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.

(f) With respect to Lots 1, 3 through 7, 10, 11, 13 through 24, 28, 29, 52, 78, 79, 103, 148, 150, 151, 172, 173, 193, 194, 214 and 224 of Meadview Valley Unit 1, Mobile Homes shall be not less than twenty (20) feet in width and shall have not less than width hundred (800) square feet of livable area, and shall not have less than four hundred (400) square feet of covered patio.

3.3 **Permanent Homes and Miscellaneous Structures:**

(a) All Permanent Homes erected on any Lot shall be of new construction and shall have concrete foundations with either (i) hardwood or concrete flooring; or (ii) carpet or tile applied to a plywood base. Prior to construction, all Permanent Homes must be approved as set forth in Article 3.20 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 Homes shall be erected upon any Lot which shall have 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 specially 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 set forth in Article 3.20. No 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 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, wither temporarily or permanently. No camping shall be permitted at any recreational vehicle upon any Lots for not more than 20 days at any one time nor more than 40 days in any calendar year, provided that said vehicle shall have its own completely self-contained sanitary facilities.

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 Lot and ten 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 Owners' 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 is 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 Lot may exceed two stories in height or twenty-five (25) feet above the ground line.

3.8 **Nuisance:** 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 forgoing 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 such 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 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 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 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; and
- (d) Any signs approved or installed by the Declarant.

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 the 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 notice 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 5 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 structures of any kind shall be used at any time for a residence on any Lot, wither 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 landscaping and transplanting plans. 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 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 for approval within thirty (30) days after the application, together with all 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 which pursuant to this Section shall not be deemed a waiver of the Architectural Committee's right to withhold approval of any similar addition alteration, repair, change or other work subsequently submitted for approval. Upon receipt of approval from the Architectural Committee as soon as practicable and shall diligently pursue such work so that it is completed as soon as reasonably practicable and within such time as may be prescribed by the Architectural Committee. The Owner who applies shall reimburse the Architectural Committee for any expenses incurred by the Architectural Committee in reviewing said application.

3.21 New Construction: No buildings, fence, Mobile Home, Permanent Home, Miscellaneous Structure, or grading shall be commenced, erected, maintained, or placed on any Lot at any time unless and until the Architectural Committee has reviewed and approved the nature of the proposed work, structure or grading, and the plans and specifications therefor (including the exterior color scheme). Any Owner submitting a request for Architectural Committee approval pursuant to this Article 3.21 shall comply with the procedures and requirements for Architectural Committee approval set forth in Article 3.20.

ARTICLE 4

EASEMENTS

4.1 Declarant's Easements: An easement is hereby reserved by the Declarant over the Lots for the purpose of constructing, maintaining, and/or repairing all dwelling units and other Improvements, installing, or maintaining electric lines, telephone lines, water lines, and other public utilities, with the right to assign the easement. The easement herein reserved shall consist of a five-foot strip of land along all side and rear Lot lines.

ARTICLE 5

MAINTENANCE

5.1 Maintenance by Lot Owners: Each Owner shall be solely responsible for the maintenance, repair and replacement of his Lot, and the residence and all Improvements located thereon (including, but not

limited to, the roofs of the residence and other structures situated on his Lot).

5.2 **Nonperformance by Owners:** Prior to determining that any restriction contained in this Declaration has been violated by an Owner, the Architectural Committee shall notify the Owner of the nature of the alleged violation and of the Owner's opportunity to be heard at an Architectural Committee meeting regarding the alleged violation and any penalty to be imposed. Said notice shall be delivered to Owner at least fifteen (15) days prior to the hearing. If the Architectural Committee determines that a violation has occurred, it may require the Owner to rectify the violation. Should this matter go before a court and such hearing bring forth an order allowing the Architectural Committee to enter upon the Lot to rectify the violation, the cost of such performance shall be charged to the Lot Owner, and shall be due within five (5) days after receipt of the Architectural Committee's written demand therefore, and may be recovered by the Architectural Committee in an action at law against the Owner, plus reasonable attorney's fees and costs of suit.

ARTICLE 6

INSURANCE

6.1 **Insurance Obtained by Owners:** Each Owner shall be responsible for obtaining property insurance for his own benefit and at his own expense covering his Lot, and all Improvements and personal property located thereon. Each Owner shall also be responsible for obtaining at his expense personal liability coverage for death, bodily injury or property damage arising out of the use, ownership, or maintenance of his Lot.

ARTICLE 7

ANNEXATION OF ADDITIONAL LAND

7.1 **Right of Annexation:** Declarant hereby expressly reserves the right, until seven (7) years from the date OF recording of this Declaration, (**expired on March 2, 1995**) ...INTENTIONALLY LEFT OUT. THIS ARTICLE NO LONGER APPLIES.

ARTICLE 8

GENERAL PROVISIONS

8.1 **Enforcement:** The Architectural Committee, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, and reservations, now or hereafter imposed by the provisions of this Declaration. Failure by the Architectural Committee 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.

8.2 **Severability:** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

8.3 **Duration:** The covenants and restrictions of this Declaration shall run with and bind the Property for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be terminated at any time 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 purpose. Any termination of this Declaration shall be evidenced by a Declaration of Termination signed by all approving Owners and recorded with the County Recorder of Mohave County, Arizona.

8.4 **Amendment:**

(a) 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 vote at a meeting duly called for such purpose. The percentage of the voting power necessary to amend any specific clause or provision of the Declaration shall not be less than the percentage of affirmative votes prescribed for action to be taken pursuant to that clause.

(b) So long as the Declarant owns any Lot, any amendment which would delete or modify any right granted to the Declarant by this Declaration must be approved in writing by the Declarant.

(c) 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.

8.5 **Violations and Nuisance:** Every act or omission whereby any provision of this Declaration is violation in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether the relief sought is for negative or affirmative action, by the Declarant, the Architectural Committee, or any Owner.

8.6 **Violation of Law:** Any violation of any state, municipal, or local law, ordinance, or regulation, pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of this Declaration and subject to any or all the enforcement procedures set forth herein.

8.7 **Remedies:** Each remedy provided herein is cumulative and not exclusive.

8.8 **Delivery of Notices and Documents:** Any written notice or other documents relating to or required by this Declaration shall be mailed

to the Declarant or the Architectural Committee and may be delivered to an Owner either personally or by mail. Any notice which is mailed shall be deemed to have been delivered twenty-four hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed as follows: If to the Architectural Committee or the Declarant at P.O. Box 217, Meadview, Arizona 86444; if to an Owner, to the address of his Lot. Notwithstanding the foregoing, plans, specifications, and other documents shall not be deemed to have been submitted to the Architectural Committee unless received by said Committee.

8.9 **Binding Effect:** By acceptance of a deed or by acquiring any interest in any of the property subject to this Declaration, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees, and assigns, to all the provisions, restrictions, covenants, conditions, rules, and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the Property and hereby evidences his interest that all the restrictions, condition, covenants, rules, and regulations contained in this Declaration shall run with the land and be binding on all subsequent and future Owners. Declarant, its successors, assigns and grantees, covenants and agrees that the rights created by this Declaration shall not be separated or separately conveyed, and each shall be deemed to be conveyed or encumbered with its respective Lot even though the description in the instrument of conveyance or encumbrance may refer only to the Lot.

8.10 **Gender:** The singular, wherever used in this Declaration, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions of this Declaration apply either to corporations or individuals, men, or women, shall in all cases be assumed as though in each case fully expressed.

8.11 **Topic Headings:** The marginal or topical headings of the sections contained in this Declaration are for convenience only and do not define, limit, or construe the contents of the sections or this Declaration.

8.12 **Interpretation:** In the event of any discrepancies, inconsistencies, or conflicts between the provisions of this Declaration and Architectural Committee Rules, the provisions of this Declaration shall prevail.

8.13 **Joint and Several Liability:** In the case of joint ownership of a Lot, the liabilities, and obligations of each of the joint Owners set forth in or imposed by this Declaration, shall be joint and several.

8.14 **Attorney's Fees:** In the event the Architectural Committee employs an attorney to enforce any terms of this Declaration or to collect any amounts due from an Owner or to enforce compliance with or recover damages for any violation or noncompliance with the Project Documents, the prevailing party in any such action shall be entitled to recover from the other party its reasonable attorneys' fees incurred in any such action.

IN WITNESS WHEREOF, the undersigned have executed this Declaration on the 2 day of March 1988.