

**\*\*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 19  
BOOK 153  
PAGES 422-432  
17 SEPTEMBER 1973**

**MEADVIEW FOOTHILLS - TRACT 1198  
DECLARATION OF RESTRICTIONS**

**KNOW ALL MEN BY THESE PRESENTS:**

This declaration is made this 14<sup>th</sup> day of September, 1973, by LANDEX, hereinafter called "Declarant", as present owner of the second beneficial interest in Transamerica Title Company Trust Number 9614, 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 245 inclusive, MEADVIEW FOOTHILLS, TRACT 1198,** according to the plat of record in the office of the County Recorder of Mohave County, Arizona as Fee #73-26068

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 of 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 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 or 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 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.

**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 used 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 that 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 - GARGARE 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 an unsightly condition.

**SECTION 2 - CLOTHES LINES.** Clothes lines are restricted to the back 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 leashed at all times, 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 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 7 - FENCES.** Fences may be placed upon or near property lines but shall not exceed five (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 building, 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 such as 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 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 of 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 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 his right to do 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 per cent (90%) of all lots have been sold, after which time there shall be no change 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, 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 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.

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, condition 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 **14<sup>th</sup>** day of **September, 1973**