

****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 1
DOCKET 35
PAGES 368-369-370
16 AUG 1960**

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

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

Lots 1 to 29 inclusive, and 34 to 167 inclusive, MEADVIEW, according to the plat of record in the office of the County Recorder of Mohave County, Arizona, recorded **August 15, 1960**, as entry **96568**.

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 with each and every part and parcel thereof to-wit:

1. All of said lots in **MEADVIEW**, shall be known and described as single family dwelling residential lots.

2. No trade, business, profession, or other type of commercial activity shall be carried on upon any of the property covered by these restrictions.

3. Residence buildings must be completed within twelve (12) months from the commencement of construction.

4. All buildings erected within said subdivision shall be of new frame or masonry construction. Metal buildings and/or roofs are expressly forbidden herein.

5. No building or structure (other than fences, walls or hedges) shall be erected or permitted on any lots nearer than twenty (20) feet from the front property line or nearer than ten (10) feet from the side property lines of any lot.

6. No temporary building or outbuilding may be moved or constructed on any lot in said subdivision. The foregoing shall not prohibit new prefabricated buildings otherwise meeting all requirements.

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

8. None of said lots shall be conveyed in less than the full original dimensions as shone 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 as one single family dwelling building site, after which said whole lot and the adjacent part of another lot shall, for purposes of these restrictions, to be considered as on lot.

9. All garage 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 underground or placed in enclosed areas so as to not be visible from adjoining properties or streets.

10. No animals, livestock, birds, or poultry of any kind shall be raised, bred, or kept on any lot in **MEADVIEW**. 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 provision then Planned Investments, Inc., 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. No residence shall be erected on said lots which shall have a ground floor space of less than two hundred fifty (250) square feet including storage but exclusive of any portion thereof used for garage, carport, or outside porch.

13. None of the restrictive provisions set forth herein shall prevent a housetrailer from occupying any of said lots.

14. It is understood that an old road or trail known as Gregg's Terry Road runs across lots 25 to 32 inclusive which is to remain open for use for ingress and egress for pedestrian, equestrian and vehicular travel and no structure shall be erected

or placed upon said road which shall obstruct its use for the purposes herein expressed.

The purchasers of said lots 25 to 32 inclusive, their successors or assigns in accepting title to said lots agree that the developers of this subdivision are granted access to and the additional right of way reasonably necessary to maintain, grade or widen said road, but this shall not be construed as an obligation of the developers of said subdivision to do so.

The foregoing restrictions and covenants run with the land and shall be binding on all parties and all persons claiming under them until August 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 maybe now or hereafter be 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** to prosecute proceedings at law or inequity 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 so or to recover damages or other dues for such violations; provided, however, that a violation of these restrictive covenants, or any one or more of them, shall not effect the lien of any mortgage now of record, or which hereafter may be placed of record, upon said lots or any part thereof.

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

IN WITNESS WHEREOF, the **PHOENIX TITLE AND TRUST COMPANY**, an Arizona corporation, as Trustee, has hereunto caused its corporate name to be signed and its corporate seal to be affixed and the same to be attested by the signatures of its duly authorized officers, this **15th day of August, 1960**.