

****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 20
BOOK 1143
PAGES 167-171
9 SEPTEMBER 1985

MEADVIEW COUNTRY ESTATES
DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

This declaration is made this 9th day of September, 1985, by PARAMOUNT PROPERTIES, hereinafter called "Declarant", as present owner of the second beneficial interest in Lawyers Title of Arizona, Trust No. 1505, being properly authorized so to act by term of the trust, and Lawyers Title of Arizona, as Trustee thereunder, hereinafter called "Trustee", solely as bare legal title holder and 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 purpose as hereinafter set forth

**Parcel 1 through 15 inclusive, MEADVIEW
COUNTRY ESTATES**, according to the plat of
record in the office of the County Recorder of
Mohave County, Arizona as Fee **385-31749**.

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 1 - LAND USE

SECTION 1 - USE. All of said parcels may be used for residential or any other purpose allowed by the Zoning currently in effect.

SECTION 2 - SANITARY FACILITIES. None of said parcels 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 3 - BUILDING REQUIREMENTS. Property owners are not required to build or erect improvements on their property, and may resell their property without building, if they choose.

SECTION 4 - SETBACKS. No buildings, mobile homes, or structures (other than fences, trees, or hedges) shall be erected or permitted on any of said parcels nearer that twenty (20) feet from the front property line or nearer that ten (10) feet from the side property line or nearer than ten (10) feet from the rear property line of said parcel.

SECTION 5 - 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, house cars or similar recreational type vehicles.
- (b) Mobile homes are expressly permitted upon all parcels 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 parcel, it shall not exceed five (5) years of age from the date of manufacture.
- (d) Mobile homes placed on parcels must be professionally manufactured and not "homemade" 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 parcels provided they are 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 parcels shall either be set on permanent concrete footing or shall have skirting placed completely around the base of said unit within three 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 6 - PERMANENT HOMES.

- (a) The term "Permanent Homes" as used herein shall mean any residence constructed on any parcel, whether frame, stucco, or masonry, but shall not include storage rooms, carports, garages, etc.\
- (b) All permanent homes erected on any parcel shall be of new construction and shall have concrete foundations and hardwood or concrete flooring, and must be approved as set forth in Article III herein. No unpainted metal sidings or roofs will be permitted.
- (c) All permanent homes must be completed within twelve (12) months from the commencement of construction.

- (d) No permanent home shall be erected upon any parcel which shall have less than eight hundred (800) square feet of ground floor space including storage but exclusive of any portion thereof used for a garage, carport or outside porch.
- (e) No permanent home shall be erected on any parcel which shall have less than one thousand (1000) square feet of roof.
- (f) Prefabricated or pre-erected buildings are not permitted for use as a permanent home, unless specifically and individually approved as set forth in Article III herein.

SECTION 7 - MISCELLANEOUS STRUCTURES.

- (a) The term "Miscellaneous Structures" as used herein shall mean any structure erected on any parcel except for mobile homes and permanent homes, and shall include but not be limited to patios, porches, cabanas, fences, walls, storage rooms, garages, carports, buildings, etc.
- (b) All miscellaneous structures shall be subject to the restrictions described in Section 6, (b), (c), and (f) herein.

SECTION 8 - CAMPING. No construction shed, basement, garage, tent or other structure shall be used at any time as a residence whether temporarily or permanently. No camping shall be permitted on any parcel.

SECTION 9 - TEMPORARY BUILDINGS. No temporary building may be moved or constructed on any parcel.

SECTION 10 - DIVISION OF PROPERTY. It is expressly provided that any owner of any parcel may divide, sell and convey his property in any manner and as many times as allowed by the then current laws and regulations of the County of Mohave and State of Arizona.

ARTICLE II - MAINTENANCE

SECTION 1 - GARBAGE CONTAINERS AAND BUTANE TANKS. Disposal of garbage and refuse shall be in 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 manner as to create an objectionable or unsightly condition.

SECTION 2 - CLOTHES LINES. Clothes lines are restricted to the backs of parcels and insofar as possible shall be screened from view from any street.

SECTION 3 - APPLIANCES. No washing machines, 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.

SECTION 4 - PARCEL APPEARANCE. No parcel shall be used or allowed to become in such condition as to detract from the appearance of the area or to depreciate the value of adjacent property. No weeds, underbrush, unsightly growth, refuse piles, junk piles, or other unsightly objects shall be permitted to be placed or to remain upon said parcels.

SECTION 5 - RUBBISH. No inoperative autos or parts thereof rubbish, used machinery or other such salvage or junk shall be placed or permitted to remain on any parcel. 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 parcel in said subdivision.

SECTION 6 - NATIVE VEGETATION. Site grading and clearing of parcels 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 parcel. All major cactus and all Joshua Trees shall be transplanted on the parcel 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 no fence or other structure shall block or obstruct any utilities.

ARTICLE III - ARCHITECTURAL CONTROL

Section 1 - ASSOCIATION.

- (a) No structure of any type, including but not limited to buildings, mobile homes, permanent homes, cabanas, garages, porches, carports, storage facilities, fences and walls shall be commenced, erected or maintained upon any parcel, 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 lines setbacks, location 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 appearances 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 within 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 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 the requirements of these restrictions.

- (b) Every owner of every lot or parcel in the unincorporated Community of Meadview, Mohave County, Arizona whose property is affected by a Recorded Declaration of Restrictions referring to the Meadview Civic Association, Inc., shall be a member of said 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 or parcel.
- (c) Every owner or purchaser of every lot or parcel 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.
- (d) 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.
- (e) 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.
- (f) Whenever a portion or portions of the original parcel are divided, sold, or otherwise conveyed, as provided in Article I, Section 10 herein, the owner of those sub parcels shall also immediately become members of the Meadview Civic Association, Inc., and be subject to the conditions of Paragraphs (a) through (e) above.

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

SECTION 3 - INTERPRETATION. In the event of any ambiguity in any provision of these restrictions, excepting Article IV, Section 5, 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 electrical lines, telephone lines, water lines, and other public or private utilities, with the right to assign the easements. The easements herein reserved shall consist of a ten foot strip of land along all side, front and rear parcels 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 Government body, then the restriction or regulation which is the more restrictive shall apply.

SECTION 3 - ENFORCEMENT.

- (a) The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provision of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- (b) In the event of violation of any of the provisions hereunder having to do with the preventions 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 entry shall not be deemed a trespass.

SECTION 4 -AMENDMENTS. The Trustee expressly reserves the right to make any reasonable and necessary changes in these restrictions (excepting Section 5 hereunder) until no less than ninety percent (90%) of all parcels have been sold, after which time there shall be no changes in any of these restrictions without the formal approval of the Meadview Civic Association, Inc., provided however that with respect to any parcel which may not have been sold, or any parcel that subsequently reverts to Trustee, the Trustee expressly reserves the right to amend, add or delete any or all provisions these restrictions, said changes to become effective upon the sale or conveyance of such parcel in accordance with Section 5 hereunder.

SECTION 5 - APPLICABLILITY. 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, parcels in the subdivision are subject to a sale by Trustee to a third party parcel 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, PARAMOUNT PROPERTIES has caused its name to be affixed this 9th day of September, 1985.