

****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 4
DOCKET 192
PAGES 125-131
17 FEBRUARY 1971**

DECLARATION OR RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That **TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA**, an Arizona corporation, as Trustee, being the owner of all the following described premises, situated within the County of Mohave, State of Arizona, to wit:

Lots 1117, 1118, 1132, 1152, 1153, 1157, 1159, 1160, 1165, 1166, 1172, 1173, 1182, 1183, 1190, 1191, 1204, 1205, 1210, 1211, 1222, 1228, 1231, 1254, 1261, 1283, 1284, 1293, 1299, 1308, 1312, 1318, 1330, 1354, 1358, 1361, 1363, 1364, 1369, 1371, 1393, 1398, 1403, 1407, 1408, 1418, 1420, 1451, 1459, and 1496, MEADVIEW UNIT FOUR, according to the plat of record in the office of the County Recorder of Mohave County, Arizona,

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 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:

ARTICLE I ** LAND USE

Section 1- Residential Use. All of said lots shall be known and described as residential lots. No trade business, profession or other type of commercial activity shall be carried on upon any said lots.

Section 2- Water Supply. No individual water supply system 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 buildings permitted hereunder. Further, all bathrooms, toilets or sanitary conveniences shall be connected to underground disposal facilities which meet state sanitary requirements and standards.

Section 4- Reconveyance. The record owner of any lot may divide said lot, whether for purposes of resale or otherwise, into as many as 4 lots provided however that no lot smaller than 10,000 square feet results.

Section 5- 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 6- Setbacks. No buildings, mobile homes or structures (other than fences, trees or hedges) shall be erected or permitted on any said lots nearer than twenty (20) feet from the front property line or nearer than ten (10) feet from the side property line or nearer than ten (10) feet from the rear property line of said lot.

Section 7- 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 or similar recreation type vehicles.

(b) Mobile homes are expressly permitted upon all residential lots as single family residential dwellings, **PROVIDED**, however, that said mobile home, together with any other enclosed area, under the same roof shall have a combined ground floor space of not less than six hundred (600) square feet including storage and cabanas, but exclusive of any portion thereof used for a garage, carport, patio, or unenclosed porch.

(c) All mobile homes placed on lots must be at least 40 feet in length and 10 feet in width, and at the time they are placed thereon shall not exceed ten 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, porches and storage buildings must be attached directly or by breezeway to the mobile home. Travel trailers, campers and boats may be parked or stored on said lots provided they are parked in such a manner as to not 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.

Section 8- Permanent Homes.

(a) The term "**PERMANENT HOMES**" as used herein shall

mean any residence construction 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 floorings, 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 homes shall be erected upon any lot 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 lot which shall have less than one thousand(1,000) 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 9- 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 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 8(b), (c), and (f)** herein.

Section 10- 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 on any lots in said subdivision.

Section 11- Temporary Buildings. No temporary building may be moved or constructed on any lot in said subdivision.

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 to not create an 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- Washing Machines, Etc. 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 & 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 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. This restriction is not intended to prohibit horseback riding along and across roadways.

Section 5- Lot Appearance. No lot 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 lots.

Section 6- Signs and Rubbish. No real estate signs or "For Sale" signs other than those of the subdivision developer may be erected or maintained on any lots before the date of **January 1, 1975**, without the written approval of the developer. No general advertising signs or billboards 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" sign, and one identifying name plate, none of which may be larger than two(2) feet square.

Section 7- 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 landscaping and transplanting plan shall be approved as set forth in **Article III** herein.

Section 8- Fences. Fences may be placed upon or near the property lines but shall not exceed five(5) feet of height, and no fence or other structure shall block or obstruct any utilities easement.

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 lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing 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 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.

(b) Every owner of every lot 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.

(c) 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.

(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.

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, the interpretation of the Association as to the meaning intended shall prevail.

ARTICLE IV ** GENERAL PROVISIONS

Section 1- Easements. The developers or his successors 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 easements. The easements herein reserved shall consist of a ten foot strip of land along all lot lines. Additionally, a 15 foot strip of land along the front lot lines of all lots, and a 15 foot strip of land along the side street lot lines of corner lots is hereby reserved for public roadway purposes.

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, then 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 provisions of this Declaration. Failure by the Association or by an 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 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.

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 changes 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.

Section 5- Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise effect 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 persons

claiming under them until January 1, 1990, 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.

IN WITNESS WHEREOF, the **TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA**, as Trustee, has caused its corporate name to be signed, its corporate seal affixed by the undersigned officer thereunto duly authorized this **16th day of February, 1971**.