

**\*\*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 13  
TERRACE  
DOCKET 218  
PAGES 20 - 24  
1 DECEMBER 1971

### DECLARATION OF RESTRICTIONS

#### KNOW ALL MEN BY THESE PRESENTS:

That **TRANSAMERICA TITLE INSURANCE COMPANY**, 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 7, 9, 11, 13, 14, 15, 17 through 20, 23, 38, 51 through 55, 76, 77, 79, 82 through 90, 94 through 97, 103, 104, 106 through 115, 119 through 124, 127, 145 through 153, 157, 160 through 164, 175, 179, 180, 183 through 192, 196, 198 through 202, 205 through 221, 223 through 226, 228 through 232, 237, 238, 240, 243, 244, 251, 252, 258, 259, 267, 270 through 273, 291, 296 through 303, 313 through 318, 320 through 324, 326, 327, 329, 330, 337 through 340, 342, 345 through 352, 354 through 362, 378, 379, 384 through 396, 398 through 400 and 402, Meadview Terrace, according to the plat of record in the office of the County Recorder of Mohave County, Arizona.

intends that these restrictions supercede that certain Declaration of Restrictions recorded September 15th, 1971 in Docket 211, Pages 491-495, Mohave County records, and said previous Declaration of Restrictions shall here-after have no further force or effect, 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 of and parcel thereof, to wit:

#### ARTICLE I - LAND USE

Section 1 - Residential Use. All of said lots shall be

known and described as single family mobile home and residential lots. No trade, business, profession, or other type of commercial activity shall be carried on upon any of 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 connected to underground disposal facilities which meet state sanitary requirements and standards.

**Section 4 - Reconveyance.** None of said lots shall be conveyed in less than the full original dimensions as shown 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, after which said whole lot and the adjacent part of another lot shall, for the purposes of these restrictions be considered as one lot.

**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 of 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 tent trailers, pick-up truck campers or similar recreation type vehicle.

(b) With respect to lots 23, 38, 51 through 55, 119 through 124, 127, 145 through 148, 151 through 153, 157, 160 through 164, 175, 179, 267, 270 through 273, 291, 296 through 303, 313 through 318, 320 through 324, 326, 327, 329, 330, 337 through 340, 342 and 345 through 352, mobile homes are expressly permitted upon residential lots as single family residential dwellings.

(c) With respect to lots 9, 11, 13, 14, 15, 17 through 20, 76, 77, 79, 94 through 97, 114, 115, 149, 150, 180, 183 through 192, 196, 198, 208 through 221, 223 through 226, 228 through 232, 251, 252, 258, 259, 354 through 362, 378, 379, 384 through 396,

398 through 400 and 402, mobile homes are expressly permitted upon residential lots as single family residential dwellings: PROVIDED, however, that said mobile home shall be not less than forty (40) feet in length.

(d) With respect to lots 7, 82 through 90, 103, 104, 106 through 113, 199 through 202, 205 through 207, 237, 238, 240, 243 and 244, mobile homes are expressly permitted upon residential lots as single family residential dwellings: PROVIDED, however, that said mobile homes, together with any other enclosed area under the same roof shall have a combination ground floor space of not less than six hundred square feet (600) including storage and cabanas, but exclusive of any portion thereof used for a garage, carport, patio or unenclosed porch, and provided further that any such mobile home shall be at least ten feet wide.

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

(f) 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.

(g) 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.

(h) 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 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 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 home 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 a 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 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 larger than four (4) square feet of surface area may be erected or maintained on any lot. 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 a landscaping and transplanting plan shall be approved as set forth in Article III herein.

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

### **ARTICLE III - ARCHITECTURAL CONTROL**

**Section 1 - Association.** 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 the nature, kind, shape, height, materials, and location of the same including a site plan showing boundary setbacks, location and type of underground sanitation facilities and landscaping and transplanting plan shall have been submitted 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 shall 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 matters submitted to it hereunder within thirty (30) days from the submission, the application shall be deemed approved, provided 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 - 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 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 ten 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, 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 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.** No charge in any of these restrictions may be made without the formal approval of the Meadview Civic Association, Inc., and Meadview Terrace property owners and then only after a majority vote of said property owners.

**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, 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 b law.

**IN WITNESS WHEREOF,** the **TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA,** as Trustee, has hereunto caused its corporate name to

be signed, its corporate seal affixed, and the same to be attested by the signatures of its duly authorized officers, this **29<sup>th</sup>** day of **November, 1971**.