

DECLARATION OF
COVENANTS, LIMITATIONS
AND RESTRICTIONS

VALLE VISTA
UNIT ONE, UNIT TWO & UNIT THREE

WHEREAS, MINNESOTA TITLE COMPANY, an Arizona Corporation, as Trustee, being the owner of the following described real property situated within the County of Mohave, State of Arizona, to wit:

Lots 1 through 818 inclusive, and Parcels A through S inclusive, Valle Vista, according to the plat of records in the office of the County Recorder of Mohave County, State of Arizona, in Docket 72-9552 on May 15, 1972. Covenants recorded on May 18, 1972 in Book 28, pages 205-211.

Lots 819 through 2612 inclusive, and Parcels A through Y, Valle Vista, according to the plat of record in the office of the County Recorder of Mohave County, State of Arizona, in Docket 72-21214 on October 3, 1972. Covenants recorded on November 1, 1972 in Book 68, pages 173-181.

Lots 2613 through 4304 inclusive, and Parcels A through T inclusive, Valle Vista, according to the plat of record in the office of the County Recorder of Mohave County, State of Arizona, in Docket 73-17789 on June 18, 1973. Covenants recorded on August 6, 1973 in Book 142, pages 240-247.

WHEREAS, it is the desire and intention of the owner to sell the property described above and to impose on it mutual and beneficial restrictions under a general plan or scheme of improvement for the benefit of all lands described above and the future owners of those lands and;

WHEREAS, QUEEN CREEK LAND & CATTLE CORPORATION is the developer of the above described property and, as such, is in a proper position to act as agent for owner for the purposes contained herein, this declaration thereof provides that the enforcement of these covenants, limitations and restrictions shall be carried out by QUEEN CREEK LAND & CATTLE CORPORATION or its assigns;

NOW THEREOF, the owner hereby declares that all of the property described above is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used occupied, and improved subject to the following limitations, restrictions and covenants, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of the lands and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the lands

and every part thereof. All of the limitations, restrictions, and covenants shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the described lands or any part thereof.

THE following limitations, restrictions and covenants shall apply to all of the land described above:

1. RESUBDIVIDING: No lot shall be subdivided into smaller lots nor conveyed or encumbered in less than the full original dimensions of such lots as shown by the recorded plat, except for Parcel T, pursuant to Paragraph 12 hereof.

2. NUISANCES: No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the rest of the land.

3. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence or a commercial establishment, either temporarily or permanently.

4. LIVESTOCK & POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided however that they are not kept, bred or maintained for any commercial purposes.

5. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, junk, rubbish, or other waste shall not be kept or maintained on any lot, but shall be removed and not allowed to accumulate on any lot. No incinerator, other than those approved by the appropriate governmental agency, shall be kept or maintained on any lot.

6. APPROVAL OF DESIGN, CONSTRUCTION AND LOCATION OF BUILDINGS: No house, trailer, tent, shack, garage, barn or other outbuildings shall at any time be used as a residence, temporarily or permanently. No building or improvement of any kind shall be erected, moved into, or maintained on the premises herein described until the design and location thereof have first been submitted to and approved by QUEEN CREEK LAND & CATTLE CORPORATION, or upon the creation of a home owners association then by a committee elected by the majority of members of the association. In the event that such a committee is not in existence, the design shall be in harmony with other dwellings in the tract. No galvanized metal roofing or siding shall be permitted on dwelling or outbuildings. No asphalt, composition, or plaster board siding shall be permitted on a surface of exterior walls. Exterior surface walls shall be of approved stone, masonry, frame, asbestos siding, building blocks, or other materials approved by QUEEN CREEK LAND & CATTLE CORPORATION or its assigns. Chimneys must have a spark arrestor vent cap. No building materials of a second hand nature shall be used in the

construction of buildings.

7. **ADVERTISING SIGNS:** No advertising signs, "for sale" or "for rent" signs, billboards, unsightly objects or nuisance shall be erected, placed or permitted to remain on any of the lots unless written approval is first had and obtained from QUEEN CREEK LAND & CATTLE CORPORATION or its assigns, nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner of any lots.

8. **EASEMENTS:** Easements for the installation and maintenance of utilities and ingress and egress are reserved as shown on the recorded plat. Within all easements, no structure, planting, fencing or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

9. **ANTENNAE:** No television antenna shall exceed ten (10) feet in height above the roof of any structure, and no radio antenna or towers shall be erected or maintained on any lot without prior written approval of QUEEN CREEK LAND & CATTLE CORPORATION, or its assigns.

10. **ALTERATION OF PROPERTY:** Under no circumstances shall any owner of any lot or parcel of land be permitted to deliberately alter the topographic conditions of his lot or parcel of land in any way that would permit additional quantities of water from any source, other than what nature originally intended to flow from his subdivision property onto any adjoining property or public right of way; provided however that QUEEN CREEK LAND & CATTLE CORPORATION may find it necessary from time to time to alter the natural drainage of the roads so that the road system would not be damaged by excessive water, and reserves the right to do so.

11. **BUILDING HEIGHT:** No building shall exceed a height of two (2) stories or twenty-five (25) feet.

12. **COMMERCIAL AREA COVENANTS:** Lots 144 through 149, 160 through 169, 180 through 188, 380 through 380, 391 through 408, and 419 through 422 are subject to these restrictions and shall be known, described and designated as commercial lots and shall be restricted to the uses set forth in the Planning and Zoning Ordinance of Mohave County, Arizona of record November 30, 1971, under "C-2 General District." Lots 150 through 159, 170 through 179, 381 through 390, 409 through 418 and Parcels H, I, J, K, M and N shall be known, described and designated a "C-(SD) Commercial Special Development District." The uses authorized on said lots shall be restricted to the uses set forth in the Planning Ordinance of Mohave County, Arizona of record November 30, 1971, under the aforesaid designated district; all of which provisions are hereby incorporated by reference; provided however that the following additional

prohibitions of use shall apply:

COMMERCIAL AREA COVENANTS: Lots 3487 through 3501, 3508 through 3520 and 3543 through 3557 are subject to these restrictions and shall be known, described and designated as commercial lots and shall be restricted to the uses set forth in the Planning and Zoning Ordinance of Mohave County, Arizona of record November 30, 1971 under "C-2 General District." Parcel T shall be known, described and designated a SD/C-2 (Special Development, General Commercial) zone. The uses authorized on said lots shall be restricted to the uses set forth in the Planning Ordinance of Mohave County, Arizona of record November 30, 1971, under the aforesaid designated district; all of which provisions are hereby incorporated by reference; provided however that the following additional prohibitions of use shall apply:

- a. All buildings and other structures shall be limited to selling or retail trades or providing of services to the public with provisions for adequate automobile parking which shall be commensurate with the use purposed; provided however that used car lots shall not be allowed.
- b. Sale of second hand merchandise other than antique or collectors value is prohibited.
- c. Commercial use shall be restricted to closed buildings except patio areas, automobile service stations and parking lots.
- d. The broadcasting of noise beyond the boundaries of the subject lots is prohibited.
- e. Wholesaling is prohibited.
- f. Outside storage of materials or supplies is prohibited.
- g. Any lighting must be so placed to reflect the light away from lots in residential districts.

13. R-M RESIDENTIAL COVENANTS (MULTIPLE-FAMILY RESIDENTIAL): Lots 1 through 13, 113 through 123, 132 through 143, 189 through 202, 366 through 379, and 423 through 436 inclusive shall be designated an R-M District (residential; multiple family) and the uses authorized on said lots shall be in accordance with the Planning and Zoning Ordinance of Mohave County, Arizona of record November 30, 1971. The following restrictions shall also apply to this district:

R-M RESIDENTIAL COVENANTS (MULTIPLE-FAMILY RESIDENTIAL): Lots 3345 through 3351, 3372 through 3373, 3391 through 3397, 3420 through 3431, 3477 through 3486, 3502 through 3507, 3521 through 3522, 3535 through 3542, 3558 through 3580, 4147 through 4159 and 4176 shall be designated an R-M District (residential; multiple-family) and the uses authorized on said lots shall be in accordance

with the Planning and Zoning Ordinance of Mohave County, Arizona of record November 30, 1971. The following restrictions shall also apply to this district:

- b)
- 11)
- a. ACCESSORY BUILDINGS: Accessory buildings including sleeping and guest rooms, shall be considered as a living unit and such shall not be offered as motel or tour court accommodations.

14. RESIDENTIAL AREA COVENANTS: Lots 14 through 67, 203 through 344, 436 through 460, and 559 through 706 inclusive shall be designated an R-1 (single family residential), and further lots 68 through 112, 124 through 131, 345 through 365, 461 through 558 and 707 through 818 inclusive shall be designated R-0/10M (single family residential, 10,000 square foot minimum lot size) in accordance with the Planning and Zoning Ordinance of Mohave County, Arizona of record November 30, 1971.

RESIDENTIAL AREA COVENANTS: Lots 819 through 1131; 1135 through 1200; 1781 through 1785; 1830 through 1883; 1993 through 2008; 2018 through 2025; 2129 through 2222; 2242 through 2275; 2292 through 2319; 2373 through 2463 inclusive; and 2481 shall be designated an R-0/10M (Single Family Residential, 10,000 square feet lot area), and further lots 1132 through 1134; 1201 through 1780; 1786 through 1829; 1884 through 1992; 2009 through 2017; 2026 through 2128; 2223 through 2241; 2276 through 2291; 2320 through 2372; 2464 through 2480; and 2482 through 2612 inclusive shall be designated R-0 (Single Family Residential).

RESIDENTIAL AREA COVENANTS: Lots 2613 through 2994, 3034 through 3121, 3193 through 3344, 3352 through 3371, 3374 through 3390, 3398 through 3419, 3432 through 3476, 3523 through 3534, 3581 through 4016, 4029 through 4146, 4160 through 4175 and 4177 through 4304 inclusive shall be designated an R-0 (single family residential), and further lots 2995 through 3033, 3122 through 3192 and 4017 through 4028 inclusive shall be designated R-0/10M (single family residential, 10,000 square foot minimum lot size) in accordance with the Planning and Zoning Ordinance of Mohave County, Arizona of record November 30, 1971.

- a. RESTRICTIONS AGAINST BUSINESS USE: No lot shall be used except for residential purposes provided however that one or more lots may be used for the purpose of establishing a Water Development Company or any other public utility to serve the Valle Vista Subdivision. No real estate business or office or signs or other forms of advertising the sale of other properties other than those described herein shall be placed or permitted on any of the lots unless written approval is first had and obtained from QUEEN CREEK LAND & CATTLE CORPORATION, or its assigns.
- b. APPROVAL OF DESIGN, CONSTRUCTION AND LOCATION OF BUILDINGS: No house, trailer, tent, shack, garage, barn or other out-buildings shall at any time be used as a residence,

temporarily or permanently. No building or improvement of any kind shall be erected, moved into, or maintained on the premises herein described until the design and location thereof have first been submitted to and approved by QUEEN CREEK LAND & CATTLE CORPORATION, or upon the creation of a homeowners association then by a committee elected by the majority of members of the association. In the event that such a committee is not in existence, the design shall be in harmony with other dwellings in the tract. No galvanized metal roofing or siding shall be permitted on dwelling or outbuildings. No asphalt, composition or plaster board siding shall be permitted on a surface of exterior walls. Exterior surface walls shall be of approved stone, masonry, frame, asbestos siding, building blocks, or other materials approved by QUEEN CREEK LAND & CATTLE CORPORATION, or its assigns. Chimney must have a spark arrestor vent cap. No building material of a second hand nature shall be used in the construction of buildings.

- c. MINIMUM AREA OF RESIDENCE: No single family residential unit or building erected on any lot of Valle Vista Unit 1, 2, 3 shall consist of less than 1,000 square feet of living floor space, except where written approval is first obtained from QUEEN CREEK LAND & CATTLE CORPORATION, or its assigns.
- d. SINGLE FAMILY DWELLING: Not more than one single family dwelling with garage or carport and one guest house shall be built upon any one lot. A guest house as used in this restriction is defined as any small structure used exclusively for extending the lodging accommodations for the owner's family or guests, but not including a kitchen or cooking facilities.
- e. BUILDING LINE AND SIDE LINE RESTRICTIONS: No buildings or improvements of any kind shall be erected on any lot nearer than twenty (20) feet to the front line, nor nearer than five (5) feet to the side lot line; provided, however, that in instances where the surface terrain is not suitable for construction within these limitations a variance may be granted upon the written approval by QUEEN CREEK LAND & CATTLE CORPORATION, or its assigns.
- f. CLOTHES LINES: All drying of wash must be done in areas on a lot completely screened from view of any adjacent lot or lots or from the view of any street or roadway or common use area. Clothes lines or drying racks shall not be more than six (6) feet in height.
- g. FENCES AND WALLS: Will be built in keeping with the structural design of the dwelling house and shall be no more than six (6) feet in height. Hedges shall also not exceed six (6) feet in height.

15. USE AND MAINTENANCE OF COMMON AREAS: Parcel S and such additional parcels as may hereafter be designated by QUEEN CREEK LAND & CATTLE CORPORATION shall be owned, improved, operated and maintained as park or recreation areas by QUEEN CREEK LAND & CATTLE CORPORATION, the Association (as hereinafter defined) or its assigns and all such parcels shall be set aside for the common use and enjoyment of the lot owners of Valle Vista. Subject to the provisions hereinafter stated, each and every person or entity who owns a fee interest in all or part of any lot in Valle Vista, or who is the lessee of any such owner, or who has entered into an agreement to purchase any such lot, shall have the right to share equally in the use and enjoyment of said parcels and the common recreational facilities thereon. QUEEN CREEK LAND & CATTLE CORPORATION or the Association (as hereinafter defined) may establish, maintain and enforce such written rules and regulations, for the use of said parcels and facilities as it may, from time to time, deem appropriate.

16. VALLE VISTA PROPERTY OWNERS ASSOCIATION:

- a. Every person acquiring equitable title (or legal title if it has merged) to any lot in Valle Vista Unit 1, 2, 3 or in any additions thereto becomes a member of Valle Vista Property Owners Association, Inc., hereinafter referred to as the "Association," and with such ownership and membership he then becomes subject to the requirements and limitations imposed in these Restrictions
- b. The general purpose of the Association is to further and promote the community welfare of the property owners and members, which purpose is more fully defined in the Articles of Incorporation of the Association.
- c. The Association shall be responsible for the maintenance, upkeep, repair, replacement and improvement of all recreational facilities and other properties which it may from time to time own or agree to maintain.
- d. QUEEN CREEK LAND & CATTLE CORPORATION may, in its discretion, after the expiration of two (2) years from the date of the first sale of a lot to an owner by Declarant, convey all or part of said recreational areas and/or facilities to the Association, and the Association shall accept the same. QUEEN CREEK LAND & CATTLE CORPORATION may enter into one or more agreements therewith covering construction, operation, and maintenance of said facilities or any part thereof. Upon delivery of the documents of transfer and/or conveyance, the Association shall be deemed entirely substituted for QUEEN CREEK LAND & CATTLE CORPORATION, and shall be fully responsible for the enforcement of these reservations. The substitution shall extend to all areas described in the documents of transfer and/or conveyance and all facilities situated thereon, or facilities otherwise transferred. The Association shall thereupon acquire all right, title, in-

terest, or claim to any lands, properties, or other assets so conveyed, transferred or assigned, and it shall assume liability for the ownership, operation, maintenance, and administration thereof, and QUEEN CREEK LAND & CATTLE CORPORATION shall no longer be liable for any of the above acts subsequent to said substitution.

- e. QUEEN CREEK LAND & CATTLE CORPORATION shall be liable for the operation and maintenance of recreational facilities prior to the conveyance or transfer thereof to the Association.

17. ASSOCIATION ASSESSMENTS:

- a. The Declarant covenants and each deed for a lot or lots within Valle Vista Unit 1, 2, 3 or any subsequent unit or units thereof, is expressly conditioned upon the agreement of the party or parties receiving such deed to pay to the Association after its formation and the conveyance of the property to it, the following:
 - 1. Annual assessments or charges; and
 - 2. Special assessments for capital improvements.
- b. Such assessments shall be both a charge and lien upon the land and a personal obligation of the owner, said lien and obligation to be a continuing one, and shall secure payment of the assessment, interest, costs and a reasonable attorney's fee for the collection thereof, if not paid; said personal obligation being that of the owner at the time said assessment became due, and passing to a successor only upon express assumption by said successor, or if, prior to conveyance to said successor, a lien for such assessments shall have been filed of record with the County Recorder or other proper governmental agency. Each owner agrees that the Association may bring any action against him or the property to collect unpaid assessments on behalf of all owners.
- c. The initial assessment by the Association shall be not more than \$4.00 per month per lot, beginning at the time of the conveyance of the common area to the Association of Declarant. The initial and all subsequent assessments shall be payable annually.
- d. The Board of Directors of the Association shall immediately commence to collect the assessments, keeping adequate records, and doing all things necessary and proper to the business of maintaining and improving (as necessary or deemed desirable) the common recreational areas for the benefit of all owners.
- e. The Association may hire a manager or management corpor-

ation, in its discretion, but each year the records relating to the financial affairs of the Association shall be audited by a certified public accountant, and if a manager or management corporation is engaged, such audit shall include the records of such manager or management corporation as they may affect the Association, and such audit shall be available for inspection by each owner.

- f. Prior to the end of each fiscal year of the Association (as it may be set) an annual report shall be prepared by the financial officers of the Association, with the aid of the manager or management corporation.
- g. After examination of said report, the Board of Directors may adjust the assessment as necessary or desirable, provided that the assessment may not be increased unless approved by a majority vote of the Board of Directors and a majority vote of the members of the Association who are voting in person or by proxy at a meeting duly called for that purpose. Written notice of the amount of the assessment fixed for each year shall be given to each owner, if it has been changed from the prior year.
- h. Special assessments shall be levied only after conveyance of the property, and then only for the construction of additional capital improvements, unexpected repairs or the alteration, removal, replacement or demolition of facilities, as the Board of Directors deem, in their discretion, necessary or desirable, and only in the following manner:

At a duly called meeting for that purpose (which may be a regular meeting, if notice of this question is given to each Director), upon a two-third vote of the Board of Directors, and ratified by a two-third vote of the members present at a meeting duly called for that purpose, if a quorum as the Association may define that term, is present.
- i. The lien of all annual and special assessments shall be subordinate to a lien given for the construction of a residence or other improvement, or for permanent financing of the lot.
- j. All properties subject to this declaration are subject to such assessments, except property dedicated to and accepted by a local public authority, and the common areas.

18. EXEMPTION: Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for QUEEN CREEK LAND & CATTLE CORPORATION and its assigns to maintain during the period of construction and sale of said premises, upon such portion of the premises as it may choose, such facilities as in the sole opinion of QUEEN CREEK LAND & CATTLE CORPORATION and its assigns may be reasonably required, convenient or incidental to the construction and sale of said premises, including without limit-

ations, a business office, storage area, construction yards, signs, model units and sales office.

19. DURATION, AMENDMENT AND ENFORCEMENT:

- a. These Covenants, Limitation, and Restrictions shall remain in full force and effect, being binding on all parties and all persons claiming under them, for a period of 25 years from at which time said Covenants, Limitations and Restrictions shall automatically be renewed for an additional period of 25 years, unless 66 2/3% or more of the owners of record, at that time, agree in writing to changes, and said changes are made in a lawful manner.
- b. These Covenants, Limitations and Restrictions may be amended during either 25-year period by an instrument in writing, signed and acknowledged by the then owners of record of not less than 75% of the lots or other parcels on said property. Said Amendments will take effect only upon their proper recording with the County Recorder of Mohave County, Arizona.
- c. Each and all of the protective restrictions shall be enforceable by injunction or by other forms of action available to the parties aggrieved, or to the Declarant, QUEEN CREEK LAND & CATTLE CORPORATION or the Association or their successors in interest. Invalidation of any one of these protective restrictions by judgement or court order shall in no way affect any other provisions, which shall remain in full force and effect.