

STATE OF ARIZONA, County of Yavapai— 11990

YAVAPAI CO. PLANNING & ZONING

APR 6 8 11 PM

within instrument was filed and recorded at the request of
1372 Official Records Page

491-509 Incl.

Records of Yavapai County, Arizona. WITNESS my hand and official seal this day and year first above written.

PATSY C. [Signature] County Recorder

[Signature]



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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COPPER VISTA ESTATES

COPPER VISTA, INC., an Arizona corporation, hereinafter called "Developer" being the owner of certain real property located in Yavapai County, Arizona, known as Copper Vista Estates, according to the plat of record at Book 22, Maps & Plats Pages 7 (SEVEN), Official Records of the Yavapai County Recorders Office, Yavapai County, Arizona, has established a general plan for the improvement and development of said real property, and does hereby establish these covenants, conditions, restrictions and reservations, upon which and subject to which all Lots and portions of such Lots shall be improved or sold and conveyed by Developer as owner thereof. These covenants, conditions, restrictions and reservations shall run with the real property or constitute equitable servitudes, and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

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ARTICLE I

DEFINITIONS

1.1 "Property" shall mean and refer to that certain real property described above, or any part thereof.

1.2 "Lot" shall mean and refer to any parcel of land shown and numbered as a lot upon any recorded subdivision map of all or part of the Property.

1.3 "Developer" shall mean and refer to Copper Vista, Inc., its successors and assigns.

1.4 "Owner" shall mean and refer to that person or those persons who are the owners of record fee simple title to the respective Lots, provided that where a person has record ownership merely as a security for the performance of an obligation, "Owner" shall mean and refer to the obligor of that obligation. "Owner" shall include, without limitation, natural persons, corporations and trustees.

ARTICLE II

ARCHITECTURAL CONTROL COMMITTEE

2.1 Membership. The original Architectural Control Committee shall be composed of Rolan Simpson, Nels W. Peterson and Nels Weldon Peterson, or their designees, until such time as seventy-five percent (75%) of the Lots in Copper Vista Estates are sold by

Developer.

2.2 Death or resignation. In the event of death or resignation of any member of the original Architectural Control Committee, the remaining members shall choose a successor who shall hold office until such time as seventy-five percent (75%) of the Lots in Copper Vista Estates are sold by Developer.

2.3 Election. When seventy-five percent (75%) of all the Lots in Copper Vista Estates are sold by Developer or prior to the sale of seventy-five percent (75%) of such Lots by Developer, upon (a) the death or resignation of all the original members of the Architectural Control Committee, or (b) the death or resignation of any of such members without a successor being chosen within sixty (60) days by the remaining member or members of the original Architectural Control Committee, the Owners in Copper Vista Estates shall, at a meeting called by any of such Owners for such purpose, meet and fill the vacancy or vacancies on the Architectural Control Committee by majority vote of the Owners of Lots in Copper Vista Estates. After seventy-five percent (75%) of all the Lots in Copper Vista Estates have been sold, the Owners shall elect by majority vote, not less than three (3) nor more than five (5) members to serve on the Architectural Control Committee. Such elected members shall hold office for a term of two (2) years, or until their successors are duly elected and qualified at a meeting which may be called by any of such Owners

at any time after the expiration of each such two-year term. Vacancies which occur in the elected membership of the Architectural Control Committee shall be filled by majority vote of such Owners, in the same manner.

2.4 Notice. Notice of a meeting of the Owners in Copper Vista Estates for the purpose of electing a member or members of the Architectural Control Committee, shall be given by any Owner, by mailing, not less than ten (10) days nor more than thirty (30) days prior to the date of the meeting, to each Owner of record, at his address as it appears on the records of the Yavapai County Assessor. Owners of record may vote at any meeting either in person or by proxy in writing, which proxy shall be filed with the Secretary of the meeting before being voted. Such proxy shall entitle the holder thereof to vote in any adjournment of such meeting but shall not be valid after the final adjournment thereof. No proxy shall be valid after the expiration of eleven (11) months from the date of its execution, unless the Owner executing it shall have specified therein the length of time it is to continue in force, which shall be for some limited period. Each Lot shall be entitled to one vote, even though the title to such Lot may be vested in the name of husband and wife, jointly, in community property, or in more than one Owner.

2.5 Designees and compensation. The majority of the original Committee may designate one or more representatives to act for it. Upon the election of Committee members, the functions of the Committee shall be performed by its elected members. The members of the Committee shall not be entitled to any compensation for services rendered pursuant to this covenant.

2.6 Submission of plans. No building, fence, wall or other structural improvement, or any roadway or driveway shall be commenced to be constructed, erected, maintained or altered on any Lot until the plans and specifications therefor (including, but without limitation, any required grading plans, showing the nature, kind, shape, materials, exterior color, floor plan, location and approximate cost thereof) shall have been submitted to and approved in writing by the Architectural Control Committee and a copy thereof is finally approved and lodged permanently with the Committee. The Committee shall have the right to refuse to approve any such plans or specifications for any Lot which are not suitable or desirable in its opinion for aesthetic reasons, or any other reason, and in so passing upon such plans and specifications it shall have the right to take into consideration the suitability of the proposed building

or other structure, and the materials of which it is to be built, together with the color thereof, the site upon which it is proposed to be erected, the harmony thereof with the surroundings, and the effect of the building or other structure planned on the outlook from the adjacent or neighboring Lot or Lots. All subsequent additions to, or changes or alterations in, any building, fence, wall or other structure or improvement, including, but without limiting the generality of the foregoing, any change in the exterior color or material, shall be subject to the prior approval of the Architectural Control Committee.

2.3 Approval or Disapproval The Committee's approval or disapproval as required in these covenants shall be in writing. The Committee shall have the authority to use the services of an architect or consultant, and to charge a sum not to exceed One Hundred Dollars (\$100.00) for each set of plans and specifications submitted to it for approval to defray the fees of the architect or consultant. In the event the Committee or its designated representative or representatives fails to approve or disapprove within thirty (30) days after final plans and specifications have been submitted to it, or, in any event, if no suit to enjoin construction has been commenced prior to the completion thereof, approval will not

be required and the related covenant shall be deemed to have been fully complied with.

ARTICLE III

PERMITTED AND PROHIBITED USES

3.1 Uses. All Lots shall be used and occupied for single-family residential purposes only. No building or structure intended for or adapted to business purposes shall be constructed on any Lot, and no apartment house, duplex, lodging house, rooming house, hospital, sanitorium or doctor's office, or multiple-family dwelling shall be erected, placed, permitted or maintained on any Lot. No improvements or structure whatever other than a first class private dwelling house, patio walls, swimming pool and customary outbuildings, garage, carport or guest house may be erected, placed or maintained on any Lot. Prior to commencement of any construction on any Lot, the plans and specifications therefore shall be approved by the Architectural Control Committee as provided by Article II hereof.

3.2 Construction. Initial construction of residence units shall consist of new construction, which, exclusive of porches, garages and other appurtenances, shall be no less than 1500 square feet of living space. A guest house detached

from the residence may be allowed, if approved by the Architectural Control Committee. If a guest house is approved, it shall be used for the sole purpose of housing temporary guests and shall not be rented or subletted at any time to others for the purpose of a dwelling, unless the entire single family residence constructed on said Lot and all outbuildings are being rented to the same person, and such lessees shall not sublease all or any portion of the premises.

3.3 Native growth. The native growth on each Lot shall not be permitted to be destroyed or removed except as approved in writing by the Architectural Control Committee. In the event such growth is removed, except as stated above, the Architectural Control Committee may require the replanting or replacement of same, the cost thereof to be borne by the Owner.

3.4 Architectural design. The exterior architectural design, location, appearance and color of all buildings, garages, porches, storage areas, guest houses if approved, and other appurtenances shall blend with the natural surroundings, and no structure or building material conflicting with the natural surroundings will be permitted. No concrete or concrete block, natural or painted, shall be visible from the exterior, unless approved in writing by the Architectural Control Committee, and no unnatural solid colors, such as yellow, red, white, blue,

orange or purple, shall be used on the exterior or trim. All roofs shall be of material and color that blend with the natural surroundings, preferably wood shingle or cement shake shingles in a dark brown or green color.

3.5 Natural terrain. There shall be no unnecessary removal of trees, rocks or other natural terrain to create building sites.

3.6 Fences. No hedge, fence, wall or similar device shall be permitted along Lot boundaries to delineate the boundary. The use of any fence, wall or similar device shall be approved in writing by the Architectural Control Committee.

3.7 Mobile Homes, Trailers and Recreational Vehicles. No trucks, busses, trailers, mobile homes, boats or boat trailers or vehicles other than private passenger automobiles, shall be permitted on said property, except as the same may be properly garaged or hidden from visibility or used in the course of making deliveries of goods or services to the Owners. Provided, however, that any guest of the owner of a single family residence may park a travel trailer, motor home or other recreational vehicle on the Property for a maximum of seven (7) days.

3.8 Disabled vehicle. No disabled or dismantled vehicles or machinery will be left on the Property, nor will unsightly

accumulation of any materials, tools, landscaping equipment, household effects, machinery, parts, boxes and other such items be permitted except as properly stored in an appropriate enclosure which meets the requirements of these protective covenants.

3.9 Refuse. No garbage, trash or refuse shall be permitted except as the same may be placed and stored in an appropriate enclosure concealed from public view.

3.10 Sewage System. All sanitation conveniences must comply with County and State Health Department laws and regulations and the same shall be maintained in accordance with such laws and regulations. No outside toilet facilities shall be permitted. At such time as the Property may be included within a sewer improvement district or be given the right to connect to a municipal sewage disposal system, all Owners shall be required to connect to such sewer improvement district or municipal facilities.

3.11 Alterations. No building, portion of a building, garage or guest house if approved, or any other structure, shall be altered, rebuilt, added to, or color-changed by paint until the same has been approved by the Architectural Control Committee as provided in Article II hereof.

3.12 Setback lines. No building, structure, outbuilding or appurtenance of any nature shall be located closer than

ten (10) feet from any Lot boundary, or closer than the minimum setbacks prescribed by County Zoning Regulations, whichever is more restrictive, except that the Architectural Control Committee may, for good cause shown, waive the ten-foot setback requirement.

3.13 Occupancy. No private dwelling house erected upon any Lot shall be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed, as herein required. Nor shall any residence on any Lot, when completed, be in any manner occupied until made to comply with the plans approved by the Architectural Control Committee, the requirements herein, and all other covenants, conditions, reservations and restrictions herein set forth. All construction shall be completed within nine (9) months from the start thereof, provided, that the Architectural Control Committee may extend such time when in its opinion conditions warrant such extension. No temporary house, temporary dwelling, temporary garage, temporary outbuilding or other temporary structure shall be placed or erected upon any Lot unless approved by the Architectural Control Committee. Rental of any guest house on any Lot is prohibited; the occupancy thereof shall be limited to either guests or servants.

3.14 Storage tanks, etc. No tanks of any kind shall be

erected, placed or permitted on any Lot. All clotheslines, garbage cans, equipment, tools, coolers or storage piles of any kind shall be enclosed to conceal them from the view of the neighboring Lots, roads or streets. Plans for all enclosures of this nature must be approved by the Architectural Control Committee prior to construction.

3.15 Utility lines, radio and television antennas and poles. All electrical service and telephone lines shall be placed underground and no outside electrical lines shall be placed overhead, but this restriction may be waived by the Architectural Control Committee. No exposed or exterior radio or television transmission or receiving antennas shall be erected, placed or maintained on any part of the Property, but this restriction may be waived by the Architectural Control Committee. No light, flag or other poles may be erected on any part of the Property, but this restriction may be waived by the Architectural Control Committee. Any waiver of these restrictions shall not constitute a waiver as to other Lots or lines, lights, flag or other poles or antennas.

3.16 Objects on Roofs. No cooler, refrigeration unit, or heating unit shall be placed, installed or maintained on the roof of any building or structure, except that solar panels integrated into the roofline may be approved in writing

by the Architectural Control Committee.

3.17 Driveways. All driveways or parking areas used for parking vehicles shall be constructed of concrete or other permanent hard surface material which has been approved by the Architectural Control Committee.

3.18 Drainage. Drainageways shall conform to the requirements of all lawful public authorities, including the County Engineer of Yavapai County, State of Arizona.

3.19 Mining. No derrick or other structure designed for use in boring for oil or natural gas or other mineral shall be erected, placed or permitted upon the Property, nor shall any oil, natural gas or minerals or ore of any kind be produced or extracted therefrom.

3.20 Signs. No signs of any character shall be erected, placed, permitted or maintained on any Lot except as herein expressly permitted, except for one "for sale" sign not to exceed four (4) square feet in size, or such other sign as may be approved by the Architectural Control Committee. A name and address sign, the design of which shall be approved by the Architectural Control Committee, shall be permitted on each Lot. The provisions of this paragraph may be waived by Copper Vista, Inc., only when in its discretion the same is necessary to promote the sale of Lots on and the development of the Property. Nothing

herein shall be construed to prevent the Declarant or the Developer from erecting, placing or maintaining sign structures and offices as may be deemed necessary by either for the sale of Lots on the Property.

3.21 Garages. No garage or other outbuilding shall be placed, erected or maintained upon any Lot except for use in connection with a residence already constructed or under construction at the time that such garage or other outbuilding is placed or erected upon the Lot. Nothing herein shall be construed to prevent the incorporation and construction of a garage as a part of such residence.

3.22 Letter and delivery boxes. The Architectural Control Committee shall determine the location, color, size, design, lettering and all other particulars of all mail or newspaper delivery boxes for each Lot, and standards and brackets and name and name signs for such boxes, so that all such boxes be uniform in appearance. All mail boxes shall conform to the applicable regulations of the United States Postal System.

3.23 Animals. No animals shall be kept or stabled on any Lot. Pets of the customary household variety (including birds) may be kept on any Lot, but such pets shall not be allowed to run at large.

3.24 Nuisances. No Lot shall be used in whole or in

part for the storage of rubbish of any character whatsoever, not for the storage of any substance, thing or material that will cause such Lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept or placed upon any Lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding Property.

3.25 Right to enter upon premises. In addition to any other remedies available by law, if there be a violation of Paragraphs 3.6, 3.7, 3.8, 3.14, 3.15, 3.20 or 3.22, the Architectural Control Committee or its duly authorized agents may enter upon the property of the Lot Owner for the purpose of removing the same without liability to the Architectural Control Committee or its duly authorized agents of any kind; and all costs of any such actions may be charged against the Lot Owner as a lien on the Property by a personal money judgment.

ARTICLE IV

DURATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

4.1 Duration. The covenants, conditions, reservations, restrictions and easements set forth herein shall continue in full force and effect until January 1, 2001, and shall

be automatically extended for a period of ten (10) years, and thereafter in successive ten-year periods, unless on or before the end of one of such extension periods or the base period the Owners of a majority of the Lots in the subdivision shall by written instrument, duly recorded, declare a termination of the same. Although these covenants, conditions, reservations, restrictions and easements may expire as herein provided, any and all reversions for breach of these covenants, conditions, reservations, restrictions and easements committed or suffered prior to such expiration shall be absolute.

4.2 Judicial Partition. There shall be no judicial partition of any part of the Property or any Lot thereof in which any person acquiring any interest in the Property or any Lot seeks any such judicial partition, provided, however, if any Lot is owned by one or more persons as co-tenants, joint tenants or by some other co-tenancy, nothing herein contained shall prevent a judicial partition among co-tenants with respect to such Lot.

ARTICLE V

COVENANTS TO RUN WITH LAND

All of the covenants, conditions, reservations, restrictions and easements set forth herein shall run with

the land to constitute equitable servitudes, and each Owner, by accepting a deed to any Lot in the Property, accepts the same subject to such covenants, conditions, reservations and restrictions, and agrees for himself, his heirs, personal representatives and assigns, to be bound by such covenants, conditions, reservations and restrictions, jointly, severally and separately, in perpetuity, unless amended as hereafter provided in Article VI.

ARTICLE VI

AMENDMENT

These covenants, conditions, reservations and restrictions may be amended at any time by an instrument approved by a vote of two-thirds (2/3) of the Owners, in person or by proxy, at a meeting of the members specifically called for that purpose. Any such amendment shall be in writing and be duly recorded at the Recorder's Office of Yavapai County, Arizona.

ARTICLE VII

ENFORCEMENT AND SEVERABILITY

7.1 Enforcement. 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

of 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.

7.2 Severability. If any one of these covenants, conditions, reservations and restrictions is invalidated by judgment or court order, such invalidation shall not affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto set its hand and seal this 23rd day of December, 1980.

COPPER VISTA, INC.

By Rolan Simpson
President

ATTEST:

Janeth Simpson
Secretary

STATE OF ARIZONA :
 : ss.
COUNTY OF YAVAPAI :

The foregoing instrument was acknowledge before me this 23rd day of December, 1980, by Rolan Simpson, President of Copper Vista, Inc., on behalf of the corporation, and attested to by Janeth Simpson.

Secretary of Copper Vista, Inc., on behalf of the corporation.

Walter Buckner
Notary Public



My Commission Expires:

My Commission Expires 7/1/50

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STATE OF ARIZONA, County of Yavapai 12684

I do hereby certify that the within instrument was filed and recorded at the request of Copper Vista, Inc
on APR 13 '81 - 10 43 AM at about 1373 Official Records Page 953
Records of Yavapai County, Arizona. WITNESS my hand and official seal this day and year first above written

PAISY G. ANNEK, County Recorder
by Richard L. Fogg Deputy

Copper Vista, Inc.
144 West Adams
Phoenix, Arizona, 85003
Builder Services Department



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RATIFICATION AND APPROVAL
OF
DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned has an interest of record in that certain property described as:

COPPER VISTA ESTATES, a Subdivision of Lot One,
Section Thirteen, Township Seventeen North, Range
Five East, G & S. E. S. & M., Yavapai County, Arizona

NOW, THEREFORE, the undersigned hereby ratifies, confirms and approves the
Declaration of Restrictions recorded in Docket 1372, page 491-509,
records of Yavapai County, Arizona, as if the undersigned had
joined in the execution thereof.

IN WITNESS WHEREOF, the undersigned has caused its name to be signed on this
7th day of April, 1981.

Valley National Bank of Arizona,

By: L. E. Fogg
L. E. Fogg, Mgr.

STATE OF Arizona)
County of Cocaine) ss.

This instrument was acknowledged before me this 7th day of April
1981, by L. E. Fogg

Richard L. Fogg
Notary Public

My commission expires: the Commission Expires Oct 16, 1981

