

3100386 BK 3622 PG 408
Yavapai County
Patsy Jenney-Colon, Recorder
12/08/1998 12:50P PAGE 1 OF 13
VALERIE RICHTER
RECORDING FEE 13.00
SURCHARGE 4.00
POSTAGE 1.00

When recorded, Return to:
VALERIE RICHTER
6214 N 34~~th~~ ST
PARADISE VLY AZ 85253

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

ANTELOPE MEADOWS

This Declaration is made by VJS PROPERTY VISIONS, INC., an Arizona corporation, hereinafter referred to as "Declarant".

Declarant is the owner of the following described real property situated within the County of Yavapai, State of Arizona:

Parcels 1 through 32 inclusive, ANTELOPE MEADOWS, according to the Result of Survey recorded in the office of the Yavapai County Recorder in Book 45 of Land Surveys, pages 85 thru 88.

Declarant hereby declares that all of the Parcels, or any portion thereof, described above shall be held, sold and conveyed subject to the following covenants, conditions, and restrictions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of all the Parcels, and all of which are hereby declared to be for the benefit of all the Parcels and the owners thereof, their heirs, successors, grantees and assigns.

1. PURPOSE OF THESE COVENANTS, CONDITIONS AND RESTRICTIONS

The purpose of these covenants, conditions and restrictions is to assure the use of the Property for attractive residential and non-commercial farm and ranch purposes (as set forth herein) only, and securing to each Parcel owner the full benefit and enjoyments of his or her Parcel in furtherance of a common plan.

2. DEFINITIONS

As used herein, the following terms have the following

C. "Bona Fide First Mortgage" means any Realty Mortgage or Deed of Trust made in good faith and for value and properly executed and recorded so as to create a lien on any Parcel or Parcels that is prior to the lien of any other Realty Mortgage or Deed of Trust.

D. "Declaration" means this Declaration of Covenants, Conditions and Restrictions for Antelope Meadows.

E. "Declarant's Special Rights" means those provisions as described in Part 7.

F. "Manufactured Home" means a unit for residential purposes constructed off site and delivered to the Parcel to be installed upon a permanent foundation for human occupancy as a residence.

G. "Mobile Home" means a moveable or portable unit for residential purposes constructed to be towed on its own chassis and designed to be installed with or without a permanent foundation for human occupancy as a residence.

H. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of fee or equitable or beneficial title to any Parcel. Owner shall include the purchaser of a Parcel under an executory contract for purchase. The foregoing definition does not include persons or entities who hold an interest in any Parcel as security for the performance of an obligation.

I. "Parcel" or "Parcels" means the Parcels as shown on the Results of Survey, either individually or collectively, as the case may be, and any divisions thereof as provided for herein.

J. "Property" means the Parcels as shown on the Result of Survey, either individually or collectively, as the case may be, and any divisions thereof.

3. PROPERTY OWNERS ASSOCIATION

A. There is hereby created the Antelope Meadows Property Owner's Association. The purpose of the Association is to maintain roadway easements as shown on the Result of Survey, any common property that may be designated by Declarant, maintain any perimeter fences (but not individual Parcel Owner fences) and act

regulations as may, from time to time, be established by the Association. Membership shall be appurtenant and may not be separated from ownership of the Parcel. The rights and obligations of an Owner and membership in the Association shall not be assigned, transferred, pledged, conveyed or alienated in any way, except upon transfer of ownership of such Parcel, whether by intestate succession, testamentary disposition, foreclosure of a mortgage, or such other legal processes as now in effect or as may be hereafter established pursuant to the laws of the State of Arizona. The Association shall be operated and conducted on a strictly cooperative and nonprofit basis. Each Parcel Owner as a member shall have such voting rights as set forth in this Declaration.

C. In furtherance of its purposes, which are generally as set forth above, the Association shall provide necessary and appropriate action for the maintenance, repair, replacement and management of the facilities referred to in Part 3. A above and shall have the right to enter upon a Parcel, if reasonably necessary, in order to accomplish its purpose.

D. The Association shall have the power to borrow and encumber its assets and, in all respects, shall have the powers necessary to carry out its purposes, whether or not specifically set forth herein, including the power to enter into contracts with third parties to perform all or part of its functions, and to hire its own employees to do so. The Association shall have the power to dedicate the roads and grant the easements to the County as shown on the Result of Survey.

E. Each Parcel Owner is obligated to pay: (i) regular assessments for normal maintenance, repair, and reserves, along with Association insurance and operating costs; (ii) special assessments for capital improvements with such assessments to be established by the Association. Regular and special assessments, late payment penalties and charges, if any, together with interest, costs and reasonable attorneys fees, shall be a lien on the Parcel. Each Parcel Owner shall be personally responsible for his or her share of assessments approved by the Association. This personal obligation for assessments shall not pass to the Owner's successor in title unless expressly assumed by such successor; however, the obligation to pay same shall be a continuing lien on the Parcel, excepting for the provisions of Part 3. L below, relating to mortgages.

determined by the Association.

G. Each Owner shall be responsible to pay the regular assessment commencing on the first day of the month following the date of recordation of the deed or purchase contract wherein the Owner acquired legal, beneficial, or equitable title to the Parcel. The Declarant shall not be responsible for comparable assessments on each Parcel owned by it. However, Declarant shall be responsible to provide labor, material and/or monies in sufficient amounts, not to exceed the amount of normal Parcel assessment for each Parcel owned by it, if necessary in Declarant's opinion, to properly fulfill the Association's maintenance responsibilities. The assessment will vary by Parcel size and by whether the property is improved. Improved will be defined as a property which has obtained a building permit for a dwelling and the change in assessment will occur when the permit is issued. Prorations will occur as of the first day of the calendar month following the issuance of the permit. The assessments are in dollars per acre per year and are subject to change by the Association.

<u>Unimproved</u>		<u>No. of Acres</u>	<u>Improved</u>	
<u>Total Annual Assessment</u>	<u>Per Acre Assessment</u>		<u>Per Acre Assessment</u>	<u>Total Annual Assessment</u>
\$240	\$ 6	40	\$ 8	\$320
\$200	\$10	20	\$ 10	\$200
\$120	\$12	10	\$ 20	\$200
\$ 75	\$15	5	\$ 40	\$200
\$ 40	\$20	2	\$100	\$200

The Parcel Owner acquiring his or her interest from Declarant during the calendar year shall be obligated for a pro rata portion thereof. The Association shall fix the amount of the regular assessment at least thirty (30) days prior to the end of the calendar year. Written notice of the assessment shall be sent to every Owner. The payment shall be due annually unless otherwise established by the Association.

H. In addition to the regular assessment as set forth above, the Association may set special assessments and their due dates, if the Association determines by two-third's ownership vote (including Declarant) that such is necessary to meet the primary purposes of the Association. Such special assessments shall be in

manner as a foreclosure of a real property deed of trust or mortgage. The Association shall have the power to bid on the delinquent Parcel at the foreclosure sale, and acquire, hold, lease, encumber and convey same. A suit to recover a money judgment for unpaid assessments and charges shall be maintainable by the Association without foreclosing or waiving the lien securing same.

Any assessment, installment of an assessment, or other amount owed by an Owner to the Association which is not paid within fifteen days after it is due is delinquent, shall bear interest from the date of delinquency at the rate of One Percent (1%) per month, (unless a different interest rate is established by the Association) and is subject to a late fee in an amount set by the Association.

J. The total number of votes in the Association shall be on the basis of one (1) vote per acre rounded to the nearest whole acre, provided, the Declarant shall have three (3) votes for each acre it owns rounded to the nearest whole acre. Unless otherwise specifically provided herein, all Association matters shall be determined by a majority vote. If more than one party is the undivided Owner of a Parcel, there must be unanimous agreement among those who own an interest in the Parcel as to how to cast that Parcel's vote, otherwise, that vote shall not be counted.

K. The Association shall have the power to adopt Bylaws and to appoint its officers and directors, as well as promulgate reasonable regulations relating to the matters within its purposes.

L. Where the holder of a bona fide first mortgage of record obtains title to the Parcel as a result of foreclosure, or deed in lieu of foreclosure, of said first mortgage, such acquirer of title, its successors and assigns, shall not be liable for the share of the expenses of the assessments by the Association chargeable to such Parcel which became due prior to the acquisition of title to such Parcel by such acquirer. As used in this Declaration, the term "mortgage" shall include deed of trust and agreement for sale, and "mortgagee" shall include the Beneficiary under a deed of trust and vendor under an agreement for sale. Such acquirer shall be responsible, as any Owner, for assessments charged subsequent to acquisition of title.

Delinquent assessments, monetary penalties, and other fees and charges which are uncollectible may be reallocated and

M. In the event the Association or Declarant determines that any Parcel Owner has not complied with the provisions of this Declaration, then the Association or Declarant may, at its option, give written notice to the Owner of the conditions complained of. The Owner shall correct same or, if not readily correctable within fifteen (15) days after notice from the Association, the Owner shall submit corrective plans proposing its remedy to the condition complained of within fifteen (15) days after notice from the Association. The Association shall approve or disapprove any plans submitted by the Owner and set forth a reasonable time for correction of the condition complained of. In the event such condition is not corrected according to the approved plans, within the allotted time, the Association shall have the right to undertake to remedy such condition or violation. The cost thereof shall be deemed to be an assessment to such Owner and enforceable by the Association or the Declarant as if any other assessment. The Association is hereby granted the right of entry on the affected Parcel to so correct the condition or violation.

4. ARCHITECTURAL CONTROL

No Parcel leveling, planting, landscaping, residence, barn, outbuilding, fence or wall, or other improvement or installation, shall be commenced, erected, placed, or altered on any Parcel, until the plans and specifications therefore, showing the nature, kind, shape, materials, floor plans, and locations, shall have been submitted to, and approved by the Architectural Control Committee ("Committee") and a copy thereof is finally approved and lodged permanently with the Committee. The Committee shall have the right to refuse any such plans or specifications 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 material which is to be used, the site upon which it is proposed to be erected, the harmony with the surroundings, and the effect of the proposed structure on the outlook from adjacent or neighboring property. Natural vegetation must be preserved as much as possible. All grading, excavation and building shall reflect the goal of protecting natural vegetation and antelope habitat.

A. Membership. The Committee shall be appointed by the Declarant. Prior to the expiration or surrender of Declarant Control Period, Declarant shall appoint and remove members at its discretion. The members of the Committee shall be entitled to

Committee. All decisions of the Committee shall be final and no Parcel Owner or other party shall have recourse against the committee or its designated representatives, or its members, for its disapproval or refusal to approve. In the event the Committee or its designated representative fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, the plans and specifications shall be deemed to have been approved. Provided, however, the plans shall not be considered to be delivered to the Committee until they are complete in every respect and have been submitted together with every item of additional information, material samples or more specific plan details as requested in writing by the Committee. With every request for approval of an improvement, the Owner shall include a document review fee payable to the Board, which fee is initially set at \$40.

C. Indemnity. Each Owner who submits a request for approval of an improvement or alteration shall indemnify, defend and hold the Declarant, the Association, the Committee, their officers, directors, shareholders, and Members harmless for, from, and against all costs, claims, or charges arising from the submission of the request, any action taken on the request, and from the construction of the improvements, or the implementation of an alteration.

5. GENERAL RESTRICTIONS APPLICABLE TO ALL PARCELS

A. Land Use. Buildings other than one single family dwelling residence and a private garage, a guest house or servants quarters, and other outbuildings as approved by the Committee, and in compliance with applicable zoning, shall be erected, maintained, placed, or permitted on any Parcel. No improvements may be commenced without the appropriate building permits having been first obtained. Any guest house, which may include a kitchen, or servants quarters, shall be for the use of bona fide guests or servants, as the case may be, or the occupants of the main residence, or members of such occupants family, and shall not be rented or leased separate from the main residence. Manufactured Homes may be installed provided a Manufactured Home is not older than 3 years, it is installed on a permanent foundation and has no reflective roof or siding, and it and its installation is otherwise approved by the Committee.

No manufacturing or commercial enterprise shall be maintained or conducted upon, in front of, or in connection with

to the Parcels Numbered 1 thru 10, and no smaller than 5 acres in size as to Parcels Numbered 11 thru 28, and no smaller in size than 10 acres in size as to Parcels Numbered 29 thru 32.

B. Completion Time. Construction of a residence shall be finished and completed no later than 1 year after the issuance of a building permit by the appropriate regulatory body, with any approved barn or shed being completed within 6 months after issuance of the permit. The Committee may extend the completion time upon written request.

C. Minimum Sizes, Materials and Roofs. Any single family residential structure or approved barn, shed or other improvement placed upon any Parcel shall be constructed from new material or its equivalent, and as may be approved by the Committee. For Manufactured Home requirements see paragraph A above. No reflective roofs shall be allowed. Any residential structure, including a Manufactured Home, shall contain a minimum of 1,200 square feet of living area, exclusive of carport, garage, open porches and patio. The minimum size of guest houses shall be as approved by the Committee.

D. Location. No dwelling or other building improvement shall be erected or placed on any Parcel nearer than 60 feet to any boundary line, excluding the easements, unless approved in writing by the Committee. It is understood that the above set-back lines and all other use restrictions contained in this Declaration are in addition to zoning and other land use regulations adopted by governmental authorities and the more restrictive must be followed.

E. Mobile Homes. Mobile homes shall not be permitted to be placed on any Parcel.

F. Temporary Structures. Structures of a temporary character, such as a motor home, recreational vehicle, or travel trailer may be used only on a temporary basis while the permanent residence is under construction, and then for a period not to exceed 18 months or such shorter period as allowed by applicable zoning. Any such temporary structure must be screened from general view by planting or fencing.

G. Roads. Maintenance of the roads as designated on the Result of Survey, whether as separate Parcels or easements, shall be the sole responsibility of the Association. The Declaration

exceed 2' x 2' in size may be placed on the Parcel after the expiration of the Period of Declarant Control. None of the sign restrictions in this Declaration apply to the Declarant for the purpose of selling the Parcels pursuant to a Public Report issued by the State of Arizona.

I. Public Events. No public events shall be held on any of the Parcels without the approval of the Association.

J. Livestock and Poultry. Horses, cattle, and domestic animals are allowed to be kept on the Property in reasonable numbers. The casual breeding of animals for profit is permitted. The commercial raising of livestock is not permitted. The Committee, in its sole discretion, shall decide which uses are casual and which are commercial and, may in its exclusive discretion, make exception to this provision. A written opinion can be obtained from the Committee as to any proposed use which may be questionable. All livestock, poultry and domestic animals shall be maintained so as to avoid creation of a hazard or nuisance to owners of other Parcels. Dogs shall be kept within fenced areas or held on leashes. No pigs, ostriches, fighting chickens, pit bull dogs, or wild animals of any kind are permitted. All livestock and poultry shall be confined within a fenced area, and all fences for any livestock or animals shall be constructed of new material or the equivalent and be of such height and strength as to adequately contain all permitted livestock or animals. All areas maintained for livestock and poultry shall at all times be kept clean and odor free, with all manure removed on a regular basis. Practices which are an endanger to ground water over the long term will not be permitted.

K. Agriculture and Mineral Exploration. Personal garden use is allowed; all commercial agricultural use is prohibited. No noxious or offensive crops or weeds are permitted. All agricultural use shall be performed in accordance with good farmer-like practices.

No portion of the Property may be used to explore for or to remove any oil or other hydrocarbons, gold, silver, minerals of any kind, gravel, earth, or other earth substance of any kind.

L. Garbage and Refuse Disposal. No Parcel shall be used or maintained as a dumping ground for rubbish or hazardous or toxic waste or materials. Trash, garbage, or other waste shall not

M. Water Supply and Individual Septic Systems. Individual sewage disposable systems to serve the Parcel shall be permitted on the Parcel. All individual sewage systems shall be constructed to Yavapai County Health Department standards. No individual sewage disposal system shall be installed within 100 feet of any property line. No sewage disposal system shall be installed without first obtaining the Health Department Sewage Disposal Permit. All sewage systems shall be kept as not to disturb surrounding neighbors and Property with offensive odors and sights, and located so as to minimize grading and disturbance to existing vegetation. Percolation and other test holes must be re filled or capped and any disturbance to the land causing a hazard must be returned to its natural condition within 7 days. Individual domestic wells must be installed in compliance with the rules and regulations of the Arizona Department of Water Resources and local regulatory agencies.

N. Protective Screening. All clotheslines, equipment, propane tanks, service yards, wood piles, and storage areas shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring Parcels or streets. No laundering, will be permitted except inside an approved structure with approved plumbing.

O. Parking, Storage and Repairs. Boats, boat trailers, camping trailers, campers, travel trailers, or any other recreational vehicles, sporting or camping equipment shall not be stored or parked within 100 feet of the boundary lines of the Parcel, nor adjacent to roads or on the Roads. No repairs, rebuilding or maintenance work shall be performed on any motor vehicle, travel trailer, boat, boat trailer, camper, or other piece of equipment on any Road or within the front yard setbacks and none of the above shall be allowed to be abandoned on any Parcel. No parking shall be allowed on any road.

P. Antennas and Generators. No antenna, satellite dish or power generator shall be installed in a manner that will disturb the surrounding neighbors and/or Property. The placement of any antenna, satellite dish or power generator must have Committee approval before it is placed on the Parcel. The Committee shall have the final decision on a dispute regarding a Parcel Owner's antenna, satellite dish or power generator and what effect it has on the surrounding neighbors.

Q. Nuisances. No Parcel Owner shall place or maintain

R. Open Range. Each Owner will be responsible for gating and fencing each's respective Parcel to fence out grazing livestock. Lower strand of wire fencing is to be barbless.

6. SPECIAL RESERVATION OF RIGHTS CONCERNING GRAZING RIGHTS AND FEES AND UTILITY COMPANIES.

The Declarant hereby expressly reserves these rights:

Declarant excepts and reserves to itself, its successors and assigns, an easement and right for grazing horses and other livestock on all the Property, provided that this easement does not affect any Parcel sold to an Owner after and while the Owner, at Owner's sole expense, has erected sufficient gates and fencing to keep livestock off of, (or restrained within) the Parcel. All grazing fees received are the exclusive property of the Declarant (and its assigns). Parcel Owners have no right to all or any part of these grazing fees.

7. DECLARANT'S SPECIAL RIGHTS.

A. Reservation of Rights. In making this Declaration, the Declarant specifically reserves to itself and its successors and assigns these powers and rights (Development Rights) for the Period of Declarant Control.

B. Period of Declarant Control. Period of Declarant Control means the time period commencing on the date this Declaration is recorded and ending on the later of: (i) ninety (90) days after the conveyance of eighty-five percent (85%) of the Parcels to Owners other than Declarant; or (ii) three (3) years after Declarant or its successor has ceased to offer Parcels for sale in the ordinary course of business. Provided, however, that Declarant or its successor may declare an earlier termination to be effective on the date of recording in the Yavapai County Recorder's Office of a Notice of Relinquishment of all or part of the Declarant's Rights.

C. Development Rights. Development Rights means the right of Declarant or its successor or assign, subject to all applicable government laws and regulations, during the Period of Declarant Control to:

1. Provide alternate permanent access to the property and in its sole discretion to abandon or reconvey existing

Property, and conduct any event or promotion desired by Declarant in its exclusive discretion to assist its sales activities;

iv. Appoint or remove any officer of the Association or any member of the Board, or any committee of the Board, including the Architectural Control Committee during the Period of Declarant Control; and

v. In its absolute discretion waive any restriction, or reject any proposed improvement or alteration for any reason, including but not limited to aesthetics or potential negative impact on its ability to sell its remaining Parcels.

8. GENERAL PROVISIONS

A. Enforcement. The covenants, conditions, and restrictions contained in this Declaration shall run with the land and shall be binding upon all persons owning, leasing, subleasing or occupying any Parcel after the date on which this instrument shall have been recorded in the office of the Recorder of Yavapai County, State of Arizona. This Declaration may be enforced by the Declarant, by any Owner of any Parcel, by the holder of a bona fide first mortgage on any Parcel, by the Association, or any one or more of said persons acting jointly; provided, however, that any breach by reasons thereof shall not defeat or adversely affect the lien of a bona fide first mortgage upon any Parcel, but each and all said covenants, conditions and restrictions shall be binding upon and effective against any Owner, lessee, or occupant of said Parcel whose title thereto is acquired by foreclosure, or otherwise, and provided also that the breach of any said covenants, conditions, and restrictions may be enjoined, abated or remedied by appropriate proceedings, notwithstanding the lien or existence of any such bona fide first mortgage. All instruments of conveyance or assignment of any interest in all or any part of the Property may refer to this instrument and shall be subject to the covenants, conditions, and restrictions, herein contained as fully as though this instrument were therein set forth in full; provided, however, that the terms and conditions of this instrument shall be binding upon all persons affected by its terms, whether express reference is made to this instrument or not, and shall be governed by laws of the State of Arizona.

B. Invalidity. Invalidation of any of these covenants, conditions and restrictions by judgment, court order, or otherwise shall in no way affect the validity if any of the other provisions of this Declaration, all of which shall remain in full force and effect.

DATED this 8th day of December, 1998.

DECLARANT:

VJS PROPERTY VISIONS, INC.,
an Arizona corporation

By: Valerie Richter
Vjs President

STATE OF ARIZONA)
) ss.
County of Maricopa)

Subscribed and sworn to before me this 8th day of December, 1998, by Valerie Richter, as President of VJS Property Visions, Inc..

[Signature]
Notary Public

My Commission Expires:

