



Instrument #17735
 Recorded Official Records
 of Yavapai County, Arizona.
 MAY 24 '84 -3 45 PM
YAVAPAI TITLE CO.

at the request of
 PATSY C. JENNEY, County Recorder Pgs. 9
 Deputy *Camille Yarnes*

DECLARATION OF COVENANTS,
 CONDITIONS AND RESTRICTIONS
 FOR
HENDERSON VALLEY RANCH NORTH

KNOW ALL MEN BY THESE PRESENTS: 9-

THAT GARNER AND WILLIAMS INVESTMENTS, LTD., a Limited Partnership, hereinafter referred to as "Declarant", being the Owners of all the following real property located in Yavapai County, Arizona: Parcels 1 - 21 inclusive, recorded in Book 4 of Land Surveys, at Page 31-38 Records of Yavapai County, Arizona, known hereinafter as HENDERSON VALLEY RANCH NORTH, and hereinafter, collectively referred to as the "Development."

WHEREAS, Declarant desires to subject all of the parcels of the Development to certain covenants, conditions and restrictions as hereinafter set forth in furtherance of a general plan for the improvement of the parcels within the Development.

NOW, THEREFORE, the undersigned owner of the property herein described declares that said property is held and shall be conveyed subject to covenants, conditions, and restrictions set forth in this Declaration, to-wit:

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 purposes only, and securing to each parcel owner the full benefit and enjoyment of his parcel and home with no greater restrictions on the free and undisturbed use of his parcel than is necessary to assure the same advantage to other lot owners.

2. ARCHITECTURAL CONTROL COMMITTEE:

A. MEMBERSHIP: The Architectural Control Committee shall be composed of Lonnie Garner and Seth Williams, their successors and assigns. When 70% of the parcels have been sold by the Developer then, at that time, the record owners of the majority of the lots shall have the power through a duly recorded instrument to change the membership of the Committee. The members of the Committee shall not be entitled to any compensation for services performed pursuant to this covenant.

B. PROCEDURE: The Committee's approval or disapproval as required in these covenants shall be in writing. Actions of the Committee shall be by the majority vote of the members of the Committee. All decisions of the Committee

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shall be final and no lot owner or other party shall have recourse against the Committee for refusal to approve. In the event the Committee or its designated representative, fails to approve or disapprove within 30 days after the plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction which has been commenced prior to the completion thereof, approval will not be required and the related covenant be deemed to have been fully complied with.

3. DEFINITIONS:

As used herein, the following terms have the following meanings:

A. The "Property" means the real property described above, or any part thereof.

B. The "Plat" means the results of survey of record referred to above, as may hereafter be amended.

C. The "Development" means HENDERSON VALLEY RANCH NORTH according to the results of survey of record.

D. The "Parcel" or "parcels" means the parcels in the development either individually or collectively, as the cause may be.

E. The "Developer" means Garner and Williams Investments, Ltd., an Arizona Limited Partnership, its successors and assigns.

F. The "Architectural Control Committee" means the committee provided for in Part 2 of this Declaration.

G. "Mobile Home" means a movable 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. "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.

4. GENERAL RESTRICTION APPLICABLE TO ALL LOTS.

A. LAND USE: All parcels shall be used for residential purposes only except parcels 19, 20, and 21, which may be developed into residential lots provided however, that such subdivision shall meet the following requirements:

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1. Residential lots shall not be less than one acre in size.
2. The covenants, conditions and restrictions relating to any subdivision shall provide as a minimum the covenants, conditions and restrictions contained in the covenants, conditions and restrictions of HENDERSON VALLEY RANCH NORTH.
3. All State and County requirements relating to residential lot subdivisions are to be complied with.

In the event that the entity or person who acquires parcels A or B desires not to develop such parcels, the parcels shall be treated as all other parcels within HENDERSON VALLEY RANCH NORTH with respect to the use and enjoyment of the parcel or parcels.

No manufacturing or commercial enterprise, or enterprises, of any kind for profit shall be maintained upon, in front of, or in connection with any residential parcel, nor shall any residential parcel be used for other than strictly single family residential or hobby agricultural purposes. No parcel shall be used for a public boarding house, lodging house, sanitarium, rest home, nursing home, asylum or institution of any kindred nature.

B. COMPLETION TIME:

1. Mobile Homes - Completion of a "Mobile Home Set-up" (the preceding is described in Part 5 Subheading K of this document) shall be finished and completed within 90 days after the issuance of a building permit by the appropriate regulatory body. No "Mobile Home Set-up" shall be commenced, or placed on any lot without first obtaining a required building permit and the Architectural Control Committee approval.
2. On-Site Built Homes and Prefabricated Homes- Completion of an on-site built home shall substantially complete the construction of dwelling as related improvements within six months immediately following the start of such construction. Said six month period may be extended by any cause or circumstance which is beyond the control of the owner or his contractor. For the purposes hereof, construction of such dwelling shall not be deemed to be initiated unless the foundation for such dwelling shall have been completed. No on-site built home or prefabricated home shall be commenced, erected or placed on any lot without first obtaining a required building permit and the Architectural Control Committee approval.

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5. RESTRICTIONS APPLICABLE TO ALL RESIDENTIAL LOTS.

A. **TEMPORARY STRUCTURES:** No structures of a temporary character, motor home, travel trailer, camper, tent, shack, garage, barn or other outbuilding shall be used on any parcel at any time as a residence either permanently or temporarily.

B. **SIGNS:** No signs or billboards used as advertising or promotional devices, except those used in the sale of parcels in the Development, or those permitted by the City or County Planning and Zoning for the sale or rental of property by the owner(s) or his agent, shall be placed on any parcel or portion thereof, on any residential parcel in said Development.

C. **LIVESTOCK AND POULTRY REQUIREMENTS:** All livestock or poultry shall be maintained so as to avoid creation of a hazard or nuisance to owners of other parcels in the Development. No swine, guinea fowl, pea fowl, nor wild animals of any kind will be permitted. All fences for any livestock or animals shall be constructed of new material or the equivalent thereof and of such height and strength as to adequately contain any and all permitted livestock and animals.

D. **GARBAGE AND REFUSE DISPOSAL:** No garbage or other debris shall be burned, dumped or stored on any parcel or street in the Development, and each parcel owner shall promptly carry away, or cause to be carried away, all trash, garbage or debris, so that the premises belonging to each lot owner shall be clean and present an orderly and neat appearance at all time. "Debris", as used herein, shall include, but not by way of limitation, bones, tires, fallen branches from trees, leaves, weeds, grass, manure, and any other natural growth and/or by-product of natural growth. Until such time as restricted by law or ordinance, weeds, grass and leaves may be raked and burned on the premises of the owner of a lot, providing said burning is conducted in a manner as not to create a fire hazard or violate any other provision of these restrictions.

All garbage or trash containers and other such facilities shall be placed in enclosed areas so as not to be visible from the adjoining parcels or streets.

E. **INDIVIDUAL WELLS:** All individual wells shall be constructed to the State of Arizona Department of Health Service standards. All wells and appurtenances shall be kept so as not to disturb surrounding neighbors and/or property with offensive noise or sight.

F. **SEWAGE DISPOSAL FACILITIES:** All individual septic and leach systems or Alternative Sewer Treatment Systems shall be constructed to State of Arizona Department

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of Health Services standards. No septic system or Alternative Sewage Treatment System shall commence without first obtaining a Health Department Permit. All Septic and Sewage systems shall be kept so as not to disturb surrounding neighbors and/or property with offensive odors and/or sight.

G. PARKING AND STORAGE: 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 parcel or street except that such work may be performed if it is parked or located inside a carport, garage, or suitable enclosure. No motor vehicle, travel trailer, boat, boat trailer, camper or other piece of equipment shall be parked upon any of the streets, excepting only temporary parking by owners of the parcels or other parcels, their guests and invitees, and then only if no traffic hazard is created by said parking. No heavy construction equipment, including, but not by way of limitation, dump trucks, tractors, blades, trenchers, power shovels, crushers and tank trucks shall be stored, parked, or permitted on any parcel. Normal equipment as may be necessary to till the acreage shall be permitted.

No semi-abandoned vehicles or obnoxious junk shall be permitted to accumulate upon any parcel in the Development. No derrick or other structure designed for use in boring, mining or quarrying for water, oil or natural gas, or precious stone, shall be erected, maintained or permitted upon any parcel except temporarily for drilling or maintaining of a water well or septic tanks.

H. NUISANCES: No noxious or offensive activity or use shall be carried on, conducted or permitted upon any parcel, nor shall anything be done thereon which may or might become an annoyance or nuisance to the neighborhood. No part of any parcel shall be used or occupied injuriously to affect the use, occupation, enjoyment or value of the adjoining or adjacent premises for residential purposes, or the neighborhood where the said parcel is situated.

I. MOBILE HOMES, SITE BUILT HOMES AND PREFABRICATED HOMES: Mobile homes, site built homes and prefabricated homes shall be permitted to be placed on parcels 1 through 21 in the HENDERSON VALLEY RANCH NORTH Development.

J. FLOOR AREA: All mobile homes shall have a floor area of not less than eight hundred (800) square feet, exclusive of carport, garage, open porches, patios, and any and all attachments to the mobile home. The floor area of a carport or garage shall be not less than

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three hundred and seventy (370) square feet.

K. MOBILE HOMES, ON-SITE BUILT HOMES AND PREFABRICATED HOMES:

1. MOBILE HOMES - No mobile home shall be placed on any parcel until approval is given in writing by the Architectural Control Committee as to size, condition, and appearance of said mobile home and must have complete sanitary facilities, including among others, a lavatory, toilet, wash basin, tub or shower, kitchen sink, and must be connected to sewage outlets in conformity with State and County Health Department standards.

All mobile homes shall be single story structures that were built not more than two years prior to the date placed on the parcel. The exception to the rule shall be when the Architectural Control Committee feels that an older mobile home (not more than four (4) years in any circumstance) will not and does not detract from the surrounding parcels and neighbor's mobile home beauty. The minimum width of any mobile home shall be twenty (20) feet and the minimum length for a mobile home shall be forty (40) feet. The above described standards on lengths and widths does not include the following as part of the lengths and widths:

K1. In the length of a mobile home, the tongue and/or hitch shall not be considered part of the length of the mobile home, also any attachments within the front or back of the mobile home shall not be considered part of the length of the mobile home.

K2. In the width of the mobile home, no carport or garage, patio or porch, and any and all attachments or additions (including ramadas) shall not be considered part of the width of the mobile home.

All mobile homes placed on a parcel or parcels in HENDERSON VALLEY RANCH NORTH Development shall be placed so that the floor level of the mobile home is not more than twelve inches (12") above the finished grade of the parcel. Any gap between the ground level and the mobile must be covered and backfilled within the time frame allowed in Part 4 Subheading B1 and covering material must receive Architectural Control Committee approval. Deviation from the requirements in this paragraph due to unusual lot conditions may be made, if first approved by the Architectural Control Committee.

All mobile homes must have the tongue and/or

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hitch removed immediately after the mobile home has been installed.

A patio cover and a double carport or garage are required and must be attached directly to the mobile home unless a ramada is installed over said unit and provides the equivalent appearance of a patio cover and a double carport. Materials used for the construction of said type appurtenances must be of new materials and must be approved by the Architectural Control Committee.

All parcel owners shall install a wooden porch or patio within three (3) months after placing a mobile home on a parcel. All mobile home roofs shall be of an approved material and appearance as determined by the Architectural Control Committee.

2. ON-SITE BUILT HOMES AND PREFABRICATED HOMES:
Any on-site built home or prefabricated home placed upon any lot shall be constructed from new material or its equivalent, and as may be approved by the Architectural Control Committee, and shall contain a minimum of one thousand (1,000) square feet of living area exclusive of carport, garage, open porches and patio.

L. LOCATION: No mobile home, on-site built home or prefabricated house shall be placed on any parcel nearer than fifty (50) feet from the front line, or nearer than fifty (50) feet from the rear parcel line. Also, no mobile home, on-site built home or prefabricated home shall be placed closer than twenty-five (25) feet from any side parcel line. For the purpose of this restriction: Carport, Garages, Patios, Open Porches shall be construed as part of the mobile home; Eaves, Steps, Stoops, Overhangs, Window Awnings, Trims, Gutters, Drains, and Chimneys shall not be construed as part of the mobile home as long as they are in the side or rear yards; if they are in the front yard then they will be considered as part of the dwelling unit. The above said provision shall not be construed to permit or allow any encroachment of any type upon any other parcel or encroachment into easement areas. The setback lines and all other use restrictions contained in this declaration do not supercede Zoning and other land use declarations if they are more restrictive and such Zoning and other land use declarations must be complied with. Deviations from the requirements in this paragraph, occasioned by unusual lot conditions may be used if first approved by the Architectural Control Committee and by the Yavapai County Planning and Zoning Commission by issuance of a variance to deviate from said Zoning Building Set Back requirements.

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6. GENERAL PROVISIONS:

A. REAL COVENANTS: The covenants, restrictions, reservations, conditions and servitudes contained in this declaration shall run with the land and be binding upon all persons owning, leasing, subleasing or occupying any parcel lots after the date on which this instrument shall have been recorded in the Office of the Recorder of Yavapai County, State of Arizona. The covenants, restrictions, reservations, conditions and servitudes may be enforced by the owner or lessee of any parcel, by the holder of a bona fide first mortgage on any parcel, by the Architectural Control Committee and the Developer jointly acting as one person, by the Developer acting on his own, and any one or more of said person acting jointly; provided, however, that any breach of any right of re-entry by reason thereof shall not defeat or adversely affect the lien of a bona fide first mortgage upon any parcel, but each and all said covenants, restrictions, reservation, conditions, and servitudes shall be binding upon and effective against any owner or lessee of said parcel whose title thereto is acquired by foreclosure, or otherwise, and provided also that the breach of any said covenants, restrictions, reservations, conditions, and servitudes may be enjoined, abated or remedied by appropriate proceedings, notwithstanding the lien or existence of any bona fide first mortgage. All instruments of conveyance or assignment of any interest in all or any part of the property shall refer to this instrument and shall be subject to the covenants, restrictions, reservations, conditions, and servitudes 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.

B. INVALIDITY: Invalidation of any of these covenants, restrictions, reservations, conditions and servitudes by judgement, court order or otherwise shall in no way affect the validity of any of the other provisions of this declaration, all of which shall remain in full force and effect.

C. AMENDMENTS: This Declaration may be amended during the period ending ten (10) years immediately following the date of the recording of this Declaration only by instrument executed by the owners of at least eighty (80) percent of the parcels, and such amendment shall not be effective until the recording of such instrument.

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Thereafter, this Declaration may be amended by instrument executed by the owners of at least two thirds (2/3) of the parcels, and such amendment shall not be effective until the recording of such instrument. "Owners" as used in this paragraph 6C includes the holders of bona fide first mortgages on any of the parcels.

D. TERMS: The covenants, restrictions and servitudes of this Declaration, as the same may hereafter be amended in accordance with the terms hereof, shall remain in full force and effect for a term of thirty (30) years from and after the date of recording of this Declaration, from which time they shall automatically be renewed and extended for successive periods of ten (10) years each, unless terminated as of the end of such initial thirty (30) years or any successive ten (10) year period, within six (6) month period immediately preceding the expiration of such initial thirty (30) year period or any successive ten (10) year period, of an instrument of termination executed and acknowledged by the owners of at least fifty one (51) percent of the parcels. "Owners" as used in Paragraph 6D, includes the holders of bona fide first mortgages on any of the lots.

GARNER AND WILLIAMS INVESTMENTS, LTD., a Limited Partnership

BY: Lonnie Garner
Lonnie Garner, General Partner

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STATE OF ARIZONA

COUNTY OF YAVAPAI

ON May 24, 1984, before me, the undersigned, a Notary

Public in and for said State, personally appeared Lonnie Garner, General Partner of GARNER & WILLIAMS INVESTMENTS, LTD. a limited partnership known to me (or satisfactorily proven) to be the person whose

name is subscribed to the within instrument and acknowledged that he executed the same for the purpose therein contained.

11-17-86
My Commission Expires

Notary Public

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