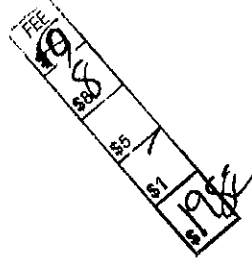


When Recorded, Return To:

Mr. Jim Fletcher  
3105 North Highway 89  
Chino Valley, AZ 86323



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Yavapai County, Arizona  
Patsy Jenney-Colon, Recorder  
03/19/2003 03:53P PAGE 1 OF 10  
JIM FLETCHER  
RECORDING FEE 10.00  
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POSTAGE 1.00

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS OF MINGUS MEADOWS**

This Declaration of Conditions, Covenants and Restrictions of Mingus Meadows ("Declaration") is made by James M. Fletcher and Carol Ann Fletcher (collectively, "Declarant").

**1. DEFINITIONS**

As used in this Declaration, the following terms have the meanings set forth below:

- A. "Architectural Review Committee" means the committee provided for in Section 5 of this Declaration.
- B. "Common Property" means the all property, fixtures and equipment utilized in connection with or related to the Road Improvements or the Utilities Improvements.
- C. "County" means the Yavapai County, Arizona.
- D. "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.
- E. "Owner" means 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.
- F. "Parcels" means the parcels referred to and described in the Survey as Parcels 1-16.
- G. "Property" means the real property described in the Survey.
- H. "Road" means the private road to be built by Declarant as an extension of the existing road located at the boundary of the Property known as Dusty Road, as referred to and described in the Survey.
- I. "Road Improvements" means the existing or any future improvements related to the Road.

J. "Survey" means the Results of Survey recorded in the office of the Yavapai County Recorder in Book 80 of Maps, Pages 68.

K. "Utilities Improvements" means the existing or any future improvements related to the existing or future utilities provided to the Property or any of the Parcels, including but not limited to electric, natural gas, telephone, cable television, water, sewer and any transmission or delivery systems utilized in connection with the same, including the water booster pump system.

## 2. DECLARATION.

Declarant, as the owner of the Property, hereby declares that all of the Parcels, or any portion thereof, 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 Property and the Owners (as defined below), their heirs, successors, grantees and assigns.

## 3. PURPOSE OF THESE RESTRICTIONS, COVENANTS AND CONDITIONS

The purpose of the covenants, conditions and restrictions contained in this Declaration is to assure the use of the Property only for attractive residential purposes, as provided herein, and securing to each Owner the full benefit and enjoyment of such Owner's Parcel and the residential improvements located thereon in furtherance of a common plan.

## 4. PROPERTY OWNERS ASSOCIATION

A. There is hereby created the Mingus Meadows Owners Association (the "Association"). The purpose of the Association is to own and maintain the Common Property and act as the Architectural Review Committee in accordance with the provisions of Section 5 of this Declaration.

B. Each and every Owner, in accepting a deed or other instrument of conveyance for any Parcel, whether or not it shall be so expressed in such deed or other instrument of conveyance, automatically becomes a member of the Association, and agrees to be bound by such reasonable rules and regulations as may from time to time be established by the Association. Membership shall be appurtenant and may not be separated from ownership of a 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 established hereafter pursuant to the laws of the State of Arizona. The Association shall be operated and conducted on a strictly cooperative and non-profit basis. Each Owner as a member of the Association shall have such voting rights as set forth in this Declaration.

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7

- C. In furtherance of its purposes, which generally are as set forth above, the Association shall provide necessary and appropriate action for the maintenance, repair, replacement and management of the Common Property and the property and facilities located thereon, and shall have the right to enter upon any Parcel, if reasonably necessary, in order to accomplish its purposes.
- 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 in this Declaration, 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.
- E. Each Owner is obligated to pay: (i) regular assessments for the cost of regular maintenance and repair of the Common Property and reasonable reserves therefor; (ii) regular assessments for the insurance and operating costs of the Association; and (iii) special assessments for capital improvements, with all such assessments to be established by the Association. The regular and any special assessments, late payment penalties and charges, if any, together with interest, (all as set by the Association) costs and reasonable attorneys fees, shall be a lien on the subject Parcel. Each Owner shall be personally responsible for his or her share of all regular and special assessments established and imposed by the Association. Such personal obligation for the payment of all 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.
- F. The Association, on an annual basis, shall make a determination as to the estimated costs of the repair and maintenance of the Common Property, including any reserves necessary for future capital expenditures and maintenance. The assessments may be collected on a monthly, quarterly, or annual basis, or any combination of same as determined by the Association.
- G. Each Owner shall be responsible to pay the regular assessment due with respect to the Parcel owned by such Owner, commencing on the first day of the month following the date of recordation of the deed or other instrument of conveyance wherein such Owner acquired legal, beneficial, or equitable title to the Parcel. Declarant shall be responsible for the payment of any assessments due with respect to any Parcel owned by Declarant.
- H. Any Owner who acquires his or her interest in a Parcel from Declarant shall be responsible for the payment of the *pro rata* portion of any regular or special assessments that are due for the calendar year in which the Owner becomes the owner of such Parcel. The Association shall establish the amount of any regular assessment for any calendar year at least thirty (30) days prior to the end of the immediately prior calendar year. Written notice of the regular assessment shall be given by the Association to every Owner. The amount(s) and the payment due date(s) shall be established by the Association and shall be set forth in such written notice.

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- I. In addition to the regular assessment as set forth above, the Association may establish special assessments if the Association determines by a majority vote that the special assessments in addition to regular assessments are necessary to meet the primary purposes of the Association.
- J. All sums assessed by the Association chargeable to a Parcel, but unpaid, shall constitute a lien on such Parcel, prior and superior to all other liens excepting only *ad valorem* liens in favor of a governmental assessing unit or special assessment district. Such a lien in favor of the Association may be foreclosed by the Association in a like manner as a foreclosure or non-judicial trustee's sale of a real property deed of trust. The Association shall have the power to bid on the delinquent Parcel at a foreclosure or trustee's sale, and acquire, hold, lease, encumber and convey the same. A suit to recover a money judgment for unpaid assessments and charges may be maintainable by the Association without foreclosing or waiving the lien in favor of the Association.
- K. The total number of votes in the Association shall be three, with each Owner having one vote per Parcel owned by such Owner, provided, Declarant shall have three (3) votes for each Parcel it owns. All Association matters shall be determined by a majority vote. If more than one person is the 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.
- L. The Association shall have the power to adopt Bylaws, to elect a board of directors, and to appoint officers and to promulgate reasonable regulations not inconsistent with this Declaration, relating to the matters within its purpose.
- M. If the Association determines that any Owner has not complied with the provisions of this Declaration, then the Association may, at its option, give written notice to such Owner such non-compliance. Such Owner shall correct the 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 that is the subject of the complaint. In the event such condition is not corrected according to the approved plans, and 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 as if any other unpaid assessment. The Association is hereby granted the right of entry on the affected Parcel to so correct the subject condition or violation.

## 5. ARCHITECTURAL REVIEW

- A. No leveling, excavation, grading, planting, landscaping, residence, outbuilding, fence or wall, or other improvements or installation shall be commenced, erected, placed, or altered on any Parcel, until the plans and specifications therefor, showing the nature, kind,

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4

shape, materials, floor plans, and locations have been submitted to and approved by the Architectural Review Committee and a copy thereof is finally approved and lodged permanently with the Architectural Review Committee.

- B. The Architectural Review Committee shall have the right to refuse to approve any such plans or specifications which are not suitable or desirable in its opinion for aesthetic reasons, or not in accordance with the overall theme of an environmentally sensitive high quality residential development, or for 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 Parcels.
- C. All plans and specifications for leveling, excavation, grading, planting, landscaping, residence, outbuilding, fence or wall, or other improvement must comply with the County's requirements.
- D. The natural vegetation on any Parcel must be preserved as much as possible. All grading, excavation and building shall be consistent with the goal of protecting the natural vegetation on each Parcel.
- E. The Architectural Review Committee shall be composed of not more than three persons. Initially the Architectural Review Committee shall be composed of James M. Fletcher and Kimberly Fletcher. After all sixteen of the Parcels have been sold by Declarant, then the function of the Architectural Review Committee shall be assigned to the Association. Prior to the assignment to the Association, Declarant shall appoint and remove all of the Architectural Review Committee members. The members of the Architectural Review Committee shall not be entitled to any compensation for services performed pursuant to this covenant, but shall be entitled to reimbursement for reasonable costs expended, as approved by the Association. The members of the Architectural Review Committee shall incur no liability from their acts or omissions.
- F. The Architectural Review Committee shall charge a review fee of \$40, which is payable prior to and as a condition to the beginning of a review. The Association, from time-to-time, may adjust the amount of the review fee to be charged by the Architectural Review Committee. The Architectural Review Committee's approval or disapproval as required in this Declaration shall be in writing. Actions of the Architectural Review Committee shall be by the majority vote of the members of the Architectural Review Committee. All decisions of the Architectural Review Committee shall be final and no Owner or other party shall have recourse against the Architectural Review Committee or its designated representatives, or its members, for its disapproval or refusal to approve. In the event the Architectural Review Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after the plans and specifications have been received to it, the plans and specifications shall be deemed to have been approved. Provided, however, the plans shall not be considered to be received by the Architectural Review

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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 by the Architectural Review Committee.

**6. GENERAL RESTRICTIONS APPLICABLE TO ALL PARCELS**

- A. Residential Structures. No buildings other than single-family dwellings and private garages, and guest houses or servants quarters and other outbuildings as approved by the Architectural Review Committee, and as are in compliance with applicable zoning, shall be erected, maintained, placed or permitted on any Parcel. A guest house on a Parcel may not be completed prior to the completion of the main single-family residential structure on the Parcel. 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 residential dwellings, or family members, guests or invitees of such occupants, and shall not be rented or leased separate from the main single family residential dwellings on the Parcel.
- B. No Manufacturing and Commercial Activities. No manufacturing or commercial enterprise, or enterprises of any kind for profit, shall be maintained upon, in front of, or in connection with any Parcel, nor shall any Parcel be used other than strictly for single family residential purposes. Home offices and other similar casual uses may be permitted upon any Parcel provided that such uses do not cause any nuisance to exist.
- C. Completion Time. Construction of any primary single family residential structure on a Parcel shall be finished and completed no later than one (1) year after the issuance of a building permit by the appropriate regulatory body.
- D. Minimum Sizes and Roofs. Any single-family residential structure or other improvement placed upon any Parcel shall be constructed from new material or its equivalent, and as may be approved by the Architectural Review Committee. No reflective roofs shall be allowed. Any primary residential structure shall contain a minimum of one thousand eight hundred (1,800) square feet of living area, exclusive of carport, garage, open porches and patio. The minimum size of any guest-house shall be as approved by the Architectural Review Committee.
- E. Location. No dwelling or other building improvement shall be erected or placed on any Parcel nearer than one hundred (100) feet to any boundary line of a Parcel.
- F. Mobile Homes. Mobile Homes shall not be permitted to be placed on any Parcel permanently or temporarily.
- G. Temporary Structures. No structure of a temporary character, motor home, recreational vehicle or travel trailer, regardless of its nature or form, shall be used as a residence at any time.

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- H. Road. The Road may not be built to the County's standards and will not be dedicated to the County for maintenance. The Road Improvements are Common Property and are for the non-exclusive use of the Owners. The Association will maintain the Road Improvements and pay for such maintenance from the Association's fees.
- I. Signs. No signs or billboards used as advertising or promotional devices, except those used in the sale of Parcels by Declarant, or those permitted by the applicable sign ordinances for the sale or rental of property (not to exceed 18" x 24") by the Owner or his or her agent, shall be placed on any Parcel or portion thereof. No other signs of any nature may be installed without the prior written consent of the Architectural Review Committee. No signs may be nailed to trees.
- J. Public Events. No public events shall be held on any Parcel.
- K. Livestock, Poultry and Domestic Animals. Horses, donkeys or mules ("Riding Animals") are permitted on the Property subject to the requirements and restrictions of this paragraph. A maximum combined total of three (3) cattle or other large animals per acre may be kept on a Parcel. Cats and dogs ("Household Pets") are allowed to be kept on a Parcel in reasonable numbers, provided that no Household Pets shall be allowed which create a hazard or nuisance to the Owners of any of the other Parcels. No pigs, fighting chickens, nor wild animals of any kind are permitted on any portion of the Property. Except as set forth in this paragraph K, no other livestock, animals or poultry are allowed without the specific written consent of the Association. All permitted animals shall be confined within a fenced area, and all fences shall be approved by the Architectural Review Committee. A maximum of four (4) Riding Animals per acre may be kept on a Parcel.
- L. Utilities. All power lines, telephone and other utility lines to be installed on the Property shall be placed entirely underground.
- M. 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 be kept on any Parcel except in sanitary containers. All containers for the storage of such material shall be kept in a clean and sanitary condition. No outdoor burning of rubbish shall be permitted on any Parcel.
- N. Individual Sewage Disposal Systems. All sewage disposal systems shall be constructed to County standards. No sewage disposal system shall be installed on any Parcel within one hundred (100) feet of any property line. No sewage disposal system shall be installed without first obtaining the Health Department Sewage Disposal Permit. All sewage disposal systems shall be maintained so as not to create offensive odors, and shall be located so as to minimize grading and the disturbance to the existing vegetation on a Parcel.

- O. Protective Screening. All 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 the view of neighboring Parcels or streets. No laundering will be permitted except inside an approved structure with approved plumbing.
- P. 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 one hundred (100) feet of the boundary lines of any Parcel on any roadways located on the Property. No repairs, rebuilding or maintenance work shall be performed on any motor vehicle, travel trailer, boat, boat trailer, camper, or other piece of equipment outside of a garage or a screened area on any Parcel or on any roadways located on the Property
- Q. Antennas and Generators. No antenna, satellite dish or power generators shall be installed in a manner that will disturb the occupants of any Parcel. The placement of any antenna, satellite dish or power generator on a Parcel first must be approved by the Architectural Review Committee. The decision of the Architectural Review Committee regarding any dispute between any of the Owners relating to any antenna, satellite dish or power generator shall be final.
- R. Nuisances. No Owner shall place or maintain any animate or inanimate object upon any Parcel so as to create a nuisance to any of the other Owners. No vehicles or engines of any type without mufflers shall be allowed. No all terrain type vehicles or off road motorcycles shall be operated, except within the confines of the Owner's particular Parcel. No firearms may be discharged in any area of the Property.
- S. Fencing. Fencing of areas containing Riding Animals may consist of pipe or vinyl clad chain link, barbwire, brown vinyl clad animal wire or other materials approved by the Architectural Review Committee.
- T. Zoning and Land Use Regulations. All use restrictions contained in this Declaration are in addition to zoning and other land use regulations adopted by governmental authorities and the more restrictive restrictions shall control.

## 7. 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 Declaration shall have been recorded in the office of the Recorder of Yavapai County, State of Arizona. This Declaration may be enforced by Declarant, the Association or any Owner, or any one or more of said persons acting jointly. Any breach of the provisions of this Declaration may be enjoined, abated or remedied by appropriate proceedings. 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

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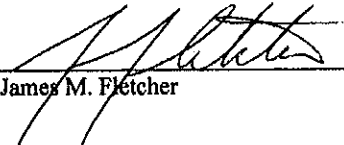


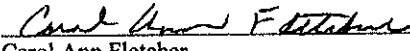
though this Declaration were therein set forth in full; provided, however, that the terms and conditions of this Declaration shall be binding upon all persons affected by its terms, whether or not express reference is made to this Declaration.

- B. Declarant's Exemption. Nothing in this Declaration shall be construed as prohibiting Declarant from maintaining a sales office on any Parcel or engaging in activities which Declarant deems appropriate to its sales program.
- C. Invalidity. Invalidation of any of these covenants, restrictions, reservations, conditions and servitudes by judgment, 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.
- D. 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 all of the Owners, and such amendment shall not be effective until the recording of such instrument. Thereafter, this Declaration may be amended by instrument executed by at least eighty percent (80%) of the Owners, and such amendment shall not be effective until the recording of such instrument. The Declarant shall have the right to amend this Declaration at any time while Declarant owns any portion of the property.
- E. Term. The covenants, conditions, 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 twenty (20) years from and after the date of recording of this Declaration, from which time they shall be automatically renewed and extended for successive periods of ten (10) years each, unless terminated as of the end of such initial twenty (20) years or any successive ten (10) years within the six (6) month period immediately preceding the expiration of such initial period, or any renewal period, by an instrument of termination executed and acknowledged by at least eighty percent (80%) of the Owners, and recorded in the Office of the Coconino County, Arizona Recorder.

IN WITNESS WHEREOF, James M. Fletcher and Carol Ann Fletcher, have executed this Declaration as of this 20<sup>th</sup> day of March, 2003.

**DECLARANT:**

  
James M. Fletcher

  
Carol Ann Fletcher

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9

STATE OF ARIZONA )  
 ) ss.  
County of Yavapai )

On this 19<sup>th</sup> day of March, 2003, before me, the undersigned Notary Public, personally appeared James M. Fletcher, who is personally known to me or by satisfactory evidence proven to be the person whose name is subscribed on the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Molly Schneider  
Notary Public

My Commission Expires: August 13, 2006



<sup>MN</sup>  
STATE OF ~~ARIZONA~~ )  
 ) ss.  
County of Anoka )

On this 18 day of March, 2003, before me, the undersigned Notary Public, personally appeared Carol Ann Fletcher, who is personally known to me or by satisfactory evidence proven to be the person whose name is subscribed on the foregoing instrument and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Reinhard Clausen  
Notary Public

My Commission Expires: 1-31-05



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3726902 BK 4154 PG 819  
Yavapai County, Arizona  
Patsy Jenney-Colon, Recorder  
06/04/2004 04:37P PAGE 1 OF 4  
TRANSACTION TITLE INS CO  
RECORDING FEE 5.00  
SURCHARGE 8.00  
POSTAGE 1.00

**WHEN RECORDED MAIL TO:**

Carol Ann Fletcher  
James Michael Fletcher  
P.O. Box 3313  
Chino Valley, AZ 86323

DK	FEE
MAP	18
PCL	15
	11

*[Handwritten initials/signature over the table]*

1355153

**DO NOT REMOVE THIS COVER SHEET. IT IS NOW PART OF THE RECORDED DOCUMENT.**

**DOCUMENT TO BE RECORDED:**

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF MINGUS MEADOWS

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## Amendment to Declaration of Covenants, Conditions and Restrictions of Mingus Meadows

Recorded 03/19/2003, BK4012/page 397

### 1. Definitions

- D. **Mobile Home, Manufactured Home, Modular Home** means a moveable or portable unit for residential purposes that is constructed off site and is towed or moved and designed to be installed or assembled with or without a foundation at the home site. Log homes, where the logs must be manufactured off site and transported to the site for construction do not apply to this paragraph.

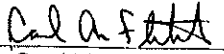
### 6. General Restrictions Applicable to all Parcels

- A. **Residential Structures.** No buildings other than single-family site built Dwellings and private garages, guest houses or servants quarters and other outbuildings as approved by the Architectural Review Committee, and as are in compliance with applicable zoning, shall be erected, maintained, placed or permitted on any Parcel. A guest house on a Parcel may not be completed prior to the completion of the main single-family residential structure on the parcel. 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 residential dwellings, or family members, guests or invitee of such occupants, and shall not be rented or leased separate from the main single family residential dwelling on the parcel.
- E. **Location.** No dwelling or other building improvement shall be erected or placed on any parcel nearer than Thirty Five (35) feet to any boundary or easement line of a parcel.
- F. **Mobile Home, Manufactured Home, Modular Home.** Mobile Homes, Manufactured Homes, Modular Homes shall not be permitted to be placed on any Parcel, Permanently or Temporarily.
- K. **Livestock, Poultry and Domestic Animals.** Horses, Donkeys, Mules ("Riding Animals") and Cattle ("Large Animals") are permitted on the Property subject to the requirements and restrictions of this paragraph. A maximum combined total of two (2) Riding Animals per acre on parcels less than ten (10) acres. No cattle or other livestock are permitted on any parcel less than ten acres. Cattle are allowed on parcels that are ten (10) acres or

larger and are subject to the 2 Riding or Large animals per acre. 4H animals are permitted, subject to approval of the association, for the duration of the 4H project provided they are maintained in a clean facility. Cats and Dogs ("Household Pets") are allowed to be kept on a Parcel in reasonable numbers, provided that no Household Pets shall be allowed which create a hazard or nuisance to the Owners of any of the other Parcels. Breeding for sale of more than one (1) domestic animal (Dogs or Cats) or boarding of domestic animals (Dogs or Cats) shall not be allowed on any parcel. No pigs, fighting chickens, or wild animals of any kind are permitted on any portion of the Property. Except as set forth in this paragraph K, no other livestock animals or poultry are allowed without the specific written consent of the Association. All permitted animals shall be confined within a fenced area, and the Architectural Review Committee shall approve all fences.

- N. **Individual Sewage Disposal Systems.** All sewage disposal systems shall be constructed to County standards. No sewage disposal system shall be installed on any parcel within fifty (50) feet of any property line or Easement Line. No sewage disposal system shall be installed without first obtaining the Health Departments Sewage Disposal Permit. All sewage disposal systems shall be maintained so as not to create offensive odors, and shall be located so as to minimize grading and the disturbance to the existing vegetation on a parcel.
- R. **Nuisances.** No Owner shall place or maintain any animate or inanimate object upon any Parcels so as to create a nuisance to any of the other Owners. No vehicles or engines of any type without mufflers shall be allowed. No all terrain type vehicles or on or off road motorcycles shall not be used to race or jump obstacles or used in any manner on any parcel which would be a nuisance to any neighboring parcel. No firearms may be discharged in any area of the Property.
- S. **Parameter Fencing.** All parcels containing Livestock or Domestic animals must be parameter fenced prior to or at the time of construction of a Residence. Fencing must be of Pipe, Vinyl, Brick/Block and rail or other esthetically pleasing fencing, of a structure suitable to contain horses and be approved by the Architectural Review Committee. No barbwire, "T" post and wire or chain link fencing will be allowed. The fencing must also contain, on the owners parcel, any domestic animals (dogs, small animals) etc.
- U. **Road Improvements.** All road improvements providing ingress/egress to any parcel must be double chip sealed prior to or at the time of construction of a residence, and will be constructed as outlined in the specifications provided by the Home Owners Association, Architectural Review Committee. Road improvement shall include the instillation of utility conduits per APS (Arizona Public Service) requirements. Road improvements and Utility Conduits will be at the expense of the property owner(s). All roads and easements must be a minimum of fifty feet in width. The County and the Home Owners

Association must approve all road names prior to the posting. The Home Owners Association must approve sign location prior to posting and street sign must be installed prior to home construction.

  
Declarant: Carol Fletcher

  
Declarant: James M. Fletcher