

14.
p 4 8

119



INDEXED

2

5

594- 58920 BK 2473 PG 573
OFFICIAL RECORDS OF MOHAVE COUNTY AZ.
JOAN McCALL, MOHAVE COUNTY RECORDER
10/06/94 1:30 P.M. PAGE 1 OF 14
MOHAVE COUNTY PLANNING & ZONING
RECORDING FEE 18.00

DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

For Walnut Creek Estates Unit No. 3, Tract 3043-A

THIS DECLARATION made on the date hereinafter set forth by First American Title Insurance Company, a California Corporation, as Trustees under Trust No. 5757, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property near Kingman, County of Mohave, State of Arizona, which is more particularly described as:

Lots One (1) to Eleven (11), inclusive, Block 1; Lots One (1) to Eleven (11), inclusive, Block 2; Lots One (1) to Ten (10), inclusive, Block 5; Lots One (1) to Eleven (11), inclusive, Block 6 and Parcels "B" and "F", of WALNUT CREEK ESTATES UNIT 3, TRACT 3043-A, according to the plat thereof, recorded 10-6-94 at Fee No. 94-58919 in the office of the Recorder of Mohave County, Arizona.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Declarant" shall mean First American Title Insurance Company, a California Corporation, as Trustee under Trust No. 5757.

Section 2. "Declaration" shall mean the covenants, conditions and restrictions herein set forth in this entire document, as same may from time to time be amended.

Section 3. "Improvement" shall mean the buildings, garage, carports, roads, driveways, parking areas, fences, wall, docks, hedges, plantings, planted trees and shrubs, and all other structures or landscaping improvements of every type and kind.

Section 4. "Lot" shall mean any parcel of real property designated as a lot on any recorded Subdivision Map within Walnut Creek Estates Unit No. 3, Tract 3043-A. A Lot shall be deemed "Improved" when a single family residence or other substantial improvement has been completely constructed thereon, but in no event later than One Hundred Eighty (180) days after the start of construction thereon. All other lots shall be deemed "Undeveloped" lots.

Section 5. "Mobile home" shall mean a detached single family dwelling unit with plumbing and electrical connections provided for attachment to outside systems and which is equipped with its own wheels or other similar devices used for the purpose of transporting the unit from place to place, whether by power or other means, designed and built for long term occupancy in a specific location and having no foundation other than wheels, jacks, or other temporary support. The removal of wheels shall not change the meaning of this term.

Section 6. "Owner(s)" shall mean and refer to the recorded owner, whether one or more persons or entities, of equitable or beneficial title (or legal title if same has merged) of any lot. "Owner" shall include the purchaser of a lot under an executory contract for the sale of real property. The foregoing does not include persons or entities who hold an interest in any lot merely as security for the performance of an obligation. Except as stated otherwise herein, "Owner" shall not include a lessee or tenant, of any apartment, or a single family residence. For the purpose of ARTICLE III only, unless the context otherwise requires, "Owner" shall also include the family, invitees, licensees, and lessees of any Owner, together with any other person or parties holding any possessory interest granted by such Owner in any lot. The term "Owner" shall not include a Developer, who for this Declaration shall be defined as a builder, contractor, investor, or other person or entity who purchases a lot in Walnut Creek Estates Unit No. 3, Tract 3043-A for the purpose of resale thereof to a public purchaser or for the purpose of construction improvements thereon for resale to a public purchaser.

Section 7. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 8. "Public Purchaser" shall mean any person or other legal entity who becomes an Owner of any lot within Walnut Creek Estates Unit No. 3, Tract No. 3043-A.

Section 9. "Single Family" shall mean a group of one or more persons each related to the other by blood, marriage, or legal adoption, or a group of not more than three persons not all so related, together with their domestic servants, who maintain a common household in a dwelling.

Section 10. "Single Family Residence" shall mean a building, house, or home used as a residence for single family, including any appurtenant garage, carport, or similar outbuilding.

Section 11. "Single Family Residential Use" shall mean the occupation or use of a Single Family Residence in conformity with this Declaration and the requirements imposed by applicable zoning laws or other state, county, or municipal rules and regulations.

Section 12. "Subdivision Map" or "Subdivision Plat" shall mean a recorded map or plat covering any or all of the property referred to in this Declaration.

Section 13. "Walnut Creek Estates Unit No. 3, Tract 3043-A" shall mean all real property located in the County of Mohave, State of Arizona, which becomes subject to this Declaration.

Section 14. "Tract" shall mean any parcel of real property designated as a Tract on any recorded Subdivision Map within Walnut Creek Estates Unit No. 3, Tract 3043-A with the exception of the common Area.

Section 15. "Tract Declaration" shall mean any declaration of covenants, conditions and restrictions which may be recorded by Declarant, relating to all or part of Walnut Creek Estates Unit No. 3, Tract No. 3043-A.

Section 16. "Visible From Neighboring Property" shall mean, with respect of any given object, that such object is or would be visible to a person six feet tall, standing on any part of such neighboring property at an elevation no greater than the elevation of the base of the object being viewed.

ARTICLE II

PROPERTY SUBJECT TO

WALNUT CREEK ESTATES UNIT NO. 3, TRACT NO. 3043-A

RESTRICTIONS

General Declaration Creating Walnut Creek Estates Unit No. 3, Tract No. 3043-A. Declarant shall develop Walnut Creek Estates Unit 3, Tract 3043-A by subdivision into various lots and tracts. As each is developed, Declarant intends, with respect to particular property, to record one or more tract declarations which will incorporate this Declaration therein by reference, and which may supplement or modify this Declaration with such additional covenants, conditions and restrictions as may be appropriate for that property. Thereafter, Declarant intends to sell and convey, to public purchasers, lots in the property so developed subject to both this Declaration and the Tract declarations, if any, for that tract. Declarant hereby declares that all of the real property within Walnut Creek Estates Unit No. 3, Tract No. 3043-A is and shall be held, conveyed, hypothecated, encumbered, leased, occupied, built, upon, or otherwise used, improved, or transferred in whole or in part, subject to this Declaration and any recorded tract declarations, as amended or modified from time to time.

This Declaration and said tract declarations are declared and agreed to be in furtherance of a general plan for the subdivision, improvement and sale of said real property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of said real property and every part thereof. All of this Declaration shall run with all of said real property for all purposes and shall be binding upon and inure to the benefit of Declarant, all Owners and their successors in interest.

ARTICLE III

PERMITTED USES AND RESTRICTIONS

Permitted Uses and Restrictions - Single Family. The permitted uses, easements and restrictions for all property within Walnut Creek Estates Unit No. 3, Tract No. 3043-A covered by this Declaration, shall be as follows:

A. Single Family residential Use. All property shall be used, improved and devoted exclusively to single family residential Use. Nothing herein shall be deemed to prevent the leasing of all such property to a single family from time to time by the Owner thereof, subject to all of the provisions of this Declaration.

B. Animals. Two horses (ponies and like equine animals are included in the term "horses"), one bovine, and five (5) pets of the customary household variety (including birds) may be kept on any lot in said property. Domestic fowl, (chickens and turkeys) shall not be permitted. All animals (except customary household variety) must be fenced and contained within the rear fifty (50) feet of the lot. All feed, tack, and other equipment relating to the care of animals must be stored in an enclosed building.

C. Minimum Size. Any structure, having a permanent foundation and not capable of being readily moved by equipment contained within the structure, shall have a minimum ground floor area of the main structure, exclusive of one story open porches and garages, of not less than 1,000 square feet living area in the case of a one story structure and not less than 750 square feet living area in the case of a one and one-half or two story structure.

D. The lines of the walls nearest the front property line of any dwelling house, mobile home, or any garage incident thereto, built on any lot, shall not be closer than fifty (50) feet to, nor farther than one hundred (100) feet from the front property line, and the side walls thereof shall not be closer than ten (10) feet to the side property line and not closer than fifteen (15) feet to the side property line, if such property line is on a street, and twenty (20) feet from back property line, with the exception of a carport which may come within fifteen (15) feet of the property line: and provided that this restriction shall not apply to a garage detached from the main building located on the rear one-third (1/3rd) of a lot.

E. Mobile home limitations. No mobile home shall be allowed to be placed upon any lot which shall be less than twenty-four (24) feet wide and fifty (50) feet along (double wide) as determined from factory specifications and original factory construction. Expando, awnings, porches, additions, and all other sorts of additions to a mobile home shall not be considered in determining whether the minimum width and length requirements have been satisfied.

Double wide or triple wide mobile homes shall not be older than five (5) years of age as of the date said mobiles are placed on the property. Properly installed skirting shall be required around the exterior of all mobile homes installed upon lots. All mobile homes shall have shingle roofs. No tires or similar devices shall be allowed to be placed upon the roof of any mobile home for any purposes whatsoever.

F. Temporary Occupancy. No trailer, basement of any incomplete building, tent, shack, garage, or barn, and no temporary buildings or structure of any kind shall be used at any time for a residence of any property within Walnut Creek Estates Unit No. 3, Tract 3043-A either temporary or permanent. Temporary buildings or structures used during the construction of any dwelling on any such property shall be removed immediately after the completion of construction.

G. Trailers and Motor Vehicles. No vehicles of any kind which are disabled, antiqued or in any other non-operable condition shall be allowed to be maintained or stored on the property unless they are stored or wholly contained within a structure or walled area so as not to be visible from any adjoining property. This provision shall not apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during and used exclusively in connection with the construction of improvements.

H. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any property within Walnut Creek Estates Unit No. 3, Tract 3043-A and no odors shall be permitted to arise therefrom, so as to render any such property or any portion thereof unsanitary, unsightly, offensive, or detrimental to any other property in the vicinity thereof or to its occupants. No nuisance shall be permitted to exist or operate upon any such property so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants.

I. Repairs of Buildings. No building or structure upon any property within Walnut Creek Estates Unit No. 3, Tract No. 3034-A shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

J. No garbage or trash shall be placed or kept on any property within Walnut Creek Estates Unit No 3, Tract 3034-A except in covered containers. All rubbish, trash, or garbage shall be removed from the lots and shall not be allowed to accumulate thereon. No incinerators shall be kept or maintained on any lot.

K. Mineral Exploration. No property within Walnut Creek Estates Unit No. 3, Tract No. 3043-A shall be used in any manner for commercial and/or industrial purposes to explore for or to remove any water, oil, or other hydrocarbons, minerals of any kind, gravel, earth, or any earth substance of any kind.

L. Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated, or maintained upon any property within Walnut Creek Estates Unit No. 3, Tract No. 3043-A except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of a residence, appurtenant structures, or other improvements.

M. Diseases and Insects. No owner shall permit any thing or condition to exist upon any property within Walnut Creek Estates Unit No. 3, Tract No. 3043-A which shall induce, breed, or harbor infectious plant diseases or noxious insects.

N. Restriction on Further Subdivision. No lot within Walnut Creek Estates Unit No. 3, Tract NO. 3043-A shall be further subdivided or separated into smaller lots or parcels by any owner, and no portion less than all of any such lot, nor any easement or other interest therein, shall be conveyed or transferred by any Owner. No portion of a lot but for the entire lot, together with the improvements thereon, may be rented, and then only to a single family.

Section 9. The Declaration. By acceptance of a deed or by acquiring any ownership interest in any of the real property included within this Declaration, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees, and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the real property covered thereby and hereby evidences his interest that all the restrictions, conditions, covenants, rules, and regulations contained herein shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees, and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive, and enforceable by the various subsequent and future Owners.

Section 5. Violation of Law. Any violation of any state, municipal, or local law ordinance of regulation, pertaining to the ownership, occupation, or use of any property within Walnut Creek Estates unit No. 3, Tract No. 3043-A is hereby declared to be a violation of the Walnut Creek Estates Unit No. 3, Tract No. 3043-A Restrictions and subject to any or all of the enforcement procedures set forth in said Restrictions.

Section 6. Remedies Cumulative. Each remedy provided by Walnut Creek Estates Unit No. 3, Tract No. 3043-A Restrictions is cumulative and not exclusive.

Section 7. Delivery of Notices and Documents. Any written notice or other documents relating to or required by Walnut Creek Estates Unit No. 3, Tract NO. 3043-A Restrictions may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered twenty-four (24) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed as follows: If to an Owner, to the address of any lot within Walnut Creek Estates Unit No. 3, Tract No. 3043-A owned, in whole or in part, by him or to any other address last furnished by and Owner; and it to Declarant, at Post Office Box 4029, Kingman, Arizona 86402; provided, however, that any such address may be changed at any time by the party concerned by recording a written notice of change of address.

Section 8. Attorney Fees. Any violations or proposed violations to this Declaration shall be enjoined by a court of competent jurisdiction and the provisions thereof enforced and the violator shall be liable for attorney's fees and costs involved in prosecution of such legal action.

ARTICLE IV

GENERAL PROVISIONS

Section 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 by 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.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no ways affect any other provisions which shall remain in full force and effect.

Section 3: Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot owners. Any amendment must be recorded.

Section 4. Violations and Nuisance. Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by Declarant, or any Owner or owners of lots within Walnut Creek Estates Unit No. 3, Tract No. 3043-A.

IN WITNESS WHEREOF, THE FIRST AMERICAN TITLE INSURANCE COMPANY, a California Corporation, as Trustee, has caused its corporate name to be signed and its corporate seal to be affixed by the undersigned officers thereunto dully authorized this 30th day of SEPTEMBER, 1994.

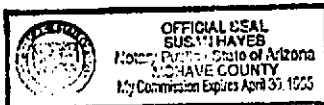
FIRST AMERICAN TITLE INSURANCE COMPANY, as Trustee

BY: *Patricia Bailey*

STATE OF ARIZONA)
)ss.
County of Mohave)

On this 30th day of SEPTEMBER, 1994, before me, the undersigned officer, personally appeared Patricia Bailey, who acknowledged himself to be the Trust Officer of First American Title Insurance Company, a California Corporation, and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes herein contained by signing the name of the corporation by himself as such officer.

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



Susan Hayes
Notary Public

My commission expires: _____

ACCEPTED AND APPROVED AS TO CONTENT:

Scott Roy Dunton
SCOTT ROY DUNTON

Marilyn Selma Dunton
MARILYN SELMA DUNTON

Dennis J. Sim
DENNIS J. SIM

Franklin Roy Dunton
FRANKLIN ROY DUNTON

Peggy J. Dunton
PEGGY J. DUNTON