

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That First American Title Insurance Agency of Mohave, Inc., as trustee, under Trust No. 5757, being owner of the following described premises situated within the County of Mohave, State of Arizona, TO-WIT:

- Lots One (1) through Seven (7), inclusive, Block 1;
- Lots One (1) through Nine (9), inclusive, Block 2;
- Lots One (1) through Five (5), inclusive, Block 3;
- Lots One (1) through Five (5), inclusive, Block 4;
- Lots One (1) through Eight (8), inclusive, Block 5;
- Lots One (1) through Eight (8), inclusive, Block 6;

WALNUT CREEK ESTATES, UNIT 1 TRACT 3007 according to the plat thereof recorded APR - 4 1985 - 1 30 PM Fee No. 85-11771 in the office of the recorder of Mohave County, Arizona.

AND DESIRING TO ESTABLISH THE NATURE OF THE USE AND ENJOYMENT THEREOF, DOES HEREBY DECLARE SAID PREMISES SUBJECT TO THE FOLLOWING EXPRESS COVENANTS, STIPULATIONS, AND RESTRICTIONS AS TO THE USE AND ENJOYMENT THEREOF, ALL OF WHICH TO BE CONSTRUED AS RESTRICTIVE COVENANTS RUNNING WITH THE TITLE TO SAID PREMISES AND WITH EACH AND EVERY PART AND PARCEL THEREOF, TO WIT:

- 1) ALL STRUCTURES ON SAID LOTS SHALL BE OF NEW CONSTRUCTION AND NO BUILDINGS SHALL BE MOVED FROM ANY OTHER LOCATION ON TO ANY OF SAID LOTS. (EXCEPT MOBILE HOMES, AS SET FORTH IN PARAGRAPH 5 HEREIN)
- 2) NO DWELLING HOUSE SHALL BE ERECTED WHICH CONTAINS LESS THAN 1,000 SQUARE FEET OF TOTAL LIVING AREA, EXCLUSIVE OF SUCH PART OF A BUILDING, EITHER ATTACHED OR NOT, AS IS USED FOR A GARAGE, ALSO EXCLUSIVE OF PORCHES OR PATIOS.
- 3) THE LINES OF THE WALLS NEAREST THE FRONT PROPERTY LINE OF ANY DWELLING HOUSE 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 CAN 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.

4) NO STRUCTURE SHALL BE ERECTED, ALTERED, PLACED, OR PERMITTED TO REMAIN ON ANY OF SAID LOTS OTHER THAN ONE DETACHED SINGLE-FAMILY DWELLING NOT TO EXCEED TWO STORIES IN HEIGHT.

5) 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 LONG AS DETERMINED FROM FACTORY SPECIFICATIONS AND ORIGINAL FACTORY CONSTRUCTION. 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. NO MOBILE HOME UNIT WHICH SHALL BE OLDER THAN FIVE (5) YEARS OLD ON THE DATE IT IS PLACED ON THE PROPERTY SHALL BE PERMITTED WITHIN ANY LOT. PROPERLY INSTALLED SKIRTING SHALL BE REQUIRED AROUND THE EXTERIOR OF ALL MOBILE HOMES INSTALLED UPON LOTS. NO TIRES OR SIMILAR DEVICES SHALL BE ALLOWED TO BE PLACED UPON THE ROOF OF ANY MOBILE HOME FOR ANY PURPOSE WHATSOEVER.

6) NO SOLID WALL OR NO FENCE OVER THREE (3) FEET HIGH SHALL BE CONSTRUCTED OR MAINTAINED NEARER OF THE FRONT STREET LINE OF ANY OF SAID LOTS THAN THE FRONT WALLS OF THE BUILDING ERECTED ON SUCH LOT, AND IN THE CASE OF ANY SAID LOTS ON WHICH NO RESIDENCE HAS BEEN CONSTRUCTED, NO SOLID WALL OR NO FENCE OVER THREE (3) FEET HIGH SHALL BE CONSTRUCTED OR MAINTAINED CLOSER THAN THIRTY (30) FEET TO THE FRONT LOT LINE OF ANY LOT. NO SIDE OR REAR FENCE AND NO SIDE OR REAR WALL, NOR THE WALL OF THE BUILDING CONSTRUCTED ON ANY OF SAID LOTS, SHALL BE MORE THAN SIX (6) FEET IN HEIGHT. NO HEDGE MORE THAN THREE (3) FEET IN HEIGHT SHALL BE PERMITTED CLOSER THAN THIRTY (30) FEET TO THE FRONT LOT LINE OF ANY OF SAID LOTS.

7) NONE OF SAID LOTS SHALL BE USED FOR RESIDENTIAL PURPOSES PRIOR TO INSTALLATION THEREON OF WATER FLUSH TOILETS IN ALL BATHROOMS, TOILETS OR SANITARY CONVENIENCES SHALL BE INSIDE THE BUILDINGS PERMITTED HEREUNDER.

8) NONE OF SAID LOTS SHALL BE RE-SUBDIVIDED INTO SMALLER LOTS NOR CONVEYED OR ENCUMBERED IN LESS THAN THE FULL ORIGINAL DIMENSION OF SUCH LOT AS SHOWN BY THE PLAT OF WALNUT CREEK ESTATES UNIT NO. 1 TRACT 3007, EXCEPT FOR PUBLIC UTILITIES, PROVIDED THAT THIS RESTRICTION SHALL NOT PREVENT THE CONVEYANCE OR ENCUMBRANCE OF ADJOINING OR CONTIGUOUS LOTS OR PART OF LOTS IN SUCH A MANNER AS TO CREATE PARCELS OF LAND IN A COMMON OWNERSHIP HAVING THE SAME OR A GREATER STREET FRONTAGE THAN SHOWN ON THE PLAT OF WALNUT CREEK ESTATES, UNIT NO. 1 TRACT 3007, FOR ANY ONE OF THE LOTS PORTIONS OF WHICH ARE SO CONVEYED OR ENCUMBERED. THEREAFTER, SUCH PORTIONS OF ADJOINING OR CONTIGUOUS LOTS IN SUCH COMMON OWNERSHIP SHALL, FOR THE PURPOSE OF THESE RESTRICTIONS, BE CONSIDERED AS ONE LOT. NOTHING HEREIN CONTAINED SHALL PREVENT THE DEDICATION OR CONVEYANCE OF PORTIONS OF LOTS FOR PUBLIC UTILITIES, IN WHICH EVENT THE REMAINING PORTION OF ANY SUCH LOT, SHALL BE FOR THE PURPOSE OF THIS PROVISION, BE TREATED AS A WHOLE LOT.

9) TWO HORSES (PONIES AND LIKE EQUINE ANIMALS ARE INCLUDED IN THE TERM "HORSES"), TWO BOVINE, AND 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 EXCEED TWENTY (20) PER LOT.

ALL ANIMALS AND FOOD (EXCEPT CUSTOMARY HOUSEHOLD VARIETY) MUST BE FENCED AND CONTAINED WITHIN THE REAR ONE HUNDRED (100) FEET OF THE LOT. ALL FEED, TACK AND OTHER EQUIPMENT RELATING TO THE CARE OF ANIMALS MUST BE STORED IN AN ENCLOSED BUILDING.

10) NOTHING CONTAINED IN THESE RESTRICTIONS SHALL PREVENT THE USE OF ANY LOT FOR THE PURPOSE OF FURNISHING WATER TO PROPERTY LOCATED IN THIS SUBDIVISION OR OTHER PROPERTY.

11) NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED ON OR UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREOF WHICH MAY BE

OR BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD, AND THAT NO REFUSE PILES, JUNK PILES, WRECKED CAR BODIES, WEEDS OR OTHER UNSIGHTLY OBJECTS SHALL BE PERMITTED TO BE PLACED OR TO REMAIN ON SAID LOTS: AND IN THE EVENT OF ANY OWNER NOT COMPLYING WITH THE ABOVE PROVISIONS, THEN DECLARANTS, OR THEIR SUCCESSORS AND ASSIGNS, SHALL HAVE THE RIGHT TO ENTER UPON THE LAND AND REMOVE THE OFFENDING OBJECTS AT THE EXPENSE OF THE OWNER, WHO SHALL REPAY THE SAME UPON DEMAND, AND SUCH ENTRY SHALL NOT BE DEEMED AS TRESPASS.

12) ALL GARBAGE OR TRASH CONTAINERS, OIL TANKS, BOTTLED GAS TANKS, AND OTHER SUCH FACILITIES MUST BE UNDERGROUND OR PLACED IN ENCLOSED AREAS SO AS TO NOT BE VISIBLE FROM ADJOINING PROPERTIES OR STREETS.

13) NO AUTOMOBILES, BOATS, MOTOR HOMES, CAMPERS, TRAVEL TRAILERS, MOTOR CYCLES OR OTHER TYPE VEHICLES SHALL BE PARKED ON THE PROPERTY PAST THE FRONT OF THE HOME LONGER THAN 48 HOURS EXCEPT THAT GUEST PARKING SHALL NOT EXCEED 7 DAYS.

14) NO SIGNS OR OTHER ADVERTISING DEVICE OF ANY CHARACTER SHALL BE ERECTED OR MAINTAINED UPON ANY PART OF SAID RESIDENTIAL PROPERTY, EXCEPT THAT ON ANY ONE LOT, ONLY ONE SIGN, NOT LARGER THAN TWENTY-FOUR (24) INCHES BY TWENTY-FOUR (24) INCHES, ADVERTISING THE PROPERTY FOR SALE OR FOR RENT MAY BE ERECTED AND MAINTAINED. ONE NAME PLAT CONTAINING THE NAME, TITLE, AND OCCUPATION OF HOME OCCUPANT, NOT EXCEEDING TWO (2) SQUARE FEET IN SIZE.

15) AN ARCHITECTURAL COMMITTEE OF THREE MEMBERS, EACH OF WHOM SHALL BE A PERSON EXPERIENCED IN LAND PLANNING AND DEVELOPMENT, AND WHO SHALL HAVE THE POWERS, RIGHTS AND DUTIES HEREINAFTER SET FORTH, AND WHOM SHALL BE EMPOWERED TO GRANT VARIANCES UNDER SPECIAL CIRCUMSTANCES. THE INITIAL MEMBERS OF SAID COMMITTEE SHALL BE:

- (A) F. R. DUNTON
- (B) SCOTT R. DUNTON
- (C) DENNIS J. SIM

THE RIGHT TO REMOVE MEMBERS FROM TIME TO TIME AND TO ADJUST NEW MEMBERS TO FILL VACANCIES SHALL BE VESTED IN WALNUT CREEK

ESTATES UNIT NO. 1 TRACT 3007 OWNERS ASSOCIATION. ANY ACTION OF THE ARCHITECTURAL COMMITTEE MAY BE TAKEN BY A MAJORITY OF THE MEMBERS THEREOF, AND THE MEMBERS OF SAID COMMITTEE MAY ACT EITHER AT A FORMAL MEETING. NO BUILDING OR OTHER STRUCTURE, INCLUDING FENCES AND WALLS, WHETHER LOCATED ON A RESIDENTIAL LOT, SHALL BE CONSTRUCTED, ALTERED OR REPAIRED UNTIL THE BUILDING PLANS, SPECIFICATIONS AND PLOT PLANS SHOWING THE LOCATIONS, ELEVATION AND GRADE LINES OF SUCH BUILDING OR OTHER STRUCTURE, OR SUCH DESCRIPTIONS OF THE PROPOSED WORK AS SHALL BE ACCEPTABLE TO THE COMMITTEE, HAVE BEEN APPROVED IN WRITING BY THE ARCHITECTURAL COMMITTEE. THE COMMITTEE, BEFORE GIVING SUCH APPROVAL, MAY REQUIRE THAT CHANGES BE MADE TO COMPLY WITH SUCH REQUIREMENTS AS THE COMMITTEE MAY, IN ITS ABSOLUTE DISCRETION, IMPOSE AS TO STRUCTURAL FEATURES OF SAID BUILDING OR OTHER STRUCTURE, THE TYPE OF BUILDING MATERIAL USED, OR OTHER FEATURES OR CHARACTERISTICS THEREOF NOT EXPRESSLY COVERED BY ANY OF THE PROVISIONS OF THIS INSTRUMENT, INCLUDING THE LOCATION OF THE BUILDING OR OTHER STRUCTURE WITH RESPECT TO TOPOGRAPHY AND FINISHED GROUND ELEVATION. IN THE EVENT THE COMMITTEE SHALL FAIL TO APPROVE OR DISAPPROVE ANY PLANS, SPECIFICATIONS, PLOT PLANS, OR WORK DESCRIPTION SUBMITTED TO IT WITHIN FIFTEEN (15) DAYS AFTER SUCH SUBMISSION, SUCH APPROVAL SHALL BE DEEMED TO HAVE BEEN WAIVED.

THE FOREGOING RESTRICTIONS RUN WITH THE LAND AND SHALL BE BINDING ON ALL PERSONS OWNING ANY OF SAID LOTS UNTIL JANUARY 1, 1995; AT WHICH SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS, UNLESS BY A VOTE OF A MAJORITY OF THE THEN OWNERS OF SAID LOTS IT IS AGREED TO CHANGE THE SAID COVENANTS IN WHOLE OR IN PART.

DEEDS OF CONVEYANCE OF SAID PROPERTY, OR ANY PART THEREOF, MAY CONTAIN THE ABOVE RESTRICTIVE COVENANTS BY REFERENCE TO THIS DOCUMENT, BUT WHETHER OR NOT SUCH REFERENCE COVENANTS SHALL BE VALID AND BINDING UPON THE RESPECTIVE GRANTEES. VIOLATION OF ANY ONE OR MORE OF SUCH COVENANTS MAY BE RESTRAINED BY ANY COURT OF COMPETENT JURISDICTION AND DAMAGES AWARDED AGAINST SUCH VIOLATION OF THESE RESTRICTIVE COVENANTS, OR ANY ONE OR MORE OF THEM, SHALL NOT AFFECT THE LIEN OF ANY MORTGAGE NOW OF RECORD, OR WHICH THEREAFTER MAY BE PLACED OF RECORD, UPON SAID LOTS OR ANY PART THEREOF.

INVALIDATION OF ANY ONE OF THESE COVENANTS OR RESTRICTIONS BY JUDGEMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISION, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, THE FIRST AMERICAN TITLE INSURANCE COMPANY OF ARIZONA, AS TRUSTEE, HAS CAUSED ITS CORPORATE NAME TO BE SET FORTH AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED OFFICER AS THEREUNTO DULY AUTHORIZED THIS 14<sup>th</sup> DAY OF March 1984.

FIRST AMERICAN TITLE INSURANCE  
COMPANY OF ARIZONA

BY: [Signature]  
ASSISTANT TRUST OFFICER

STATE OF ARIZONA)  
COUNTY OF MOHAVE) SS

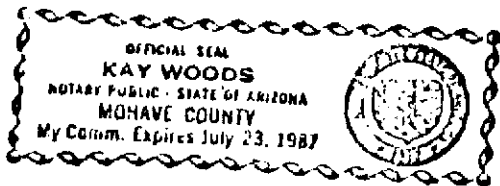
On this 14th day of March, 1985, before me, the undersigned officer, personally appeared M. Lee Haywood, who acknowledged himself to be the Trust Officer of First American Title Insurance Agency of Mohave, an Arizona corporation, and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein 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

[Signature]  
Notary Public

My commission expires:

Month



INDEX MISCELLANEOUS  
Fee # 85-11772  
Recorded in Official Records  
of Mohave County, Arizona  
APR - 4 1985 - 1 30 PM  
Joan McCall, Recorder  
\$ 6.00      2 of 6

**KNOW ALL MEN BY THESE PRESENTS:**

This amendment is made this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ by

FIRST AMERICAN TITLE INSURANCE AGENCY of MOHAVE INC., as Trustee under Trust No. 5757, being the owner of the following described property situated within the County of Mohave, State of Arizona, TO-WIT:

Lots One (1) through Seven (7), inclusive, Block 1;  
 Lots One (1) through Nine (9), inclusive, Block 2;  
 Lots One (1) through Five (5), inclusive, Block 3;  
 Lots One (1) through Five (5), inclusive, Block 4;  
 Lots One (1) through Eight (8), inclusive, Block 5;  
 Lots One (1) through Eight (8), inclusive, Block 6;

WALNUT CREEK ESTATES, UNIT 1 TRACT 3007 according to the plat thereof recorded APRIL 4, 1985-1:30 PM at Fee No. 85-11771 in the office of the recorder of Mohave County, Arizona.

Now, therefore, FIRST AMERICAN TITLE INSURANCE AGENCY of MOHAVE INC., as Trustee does hereby amend the provisions of that certain Declaration of Covenant, condition and restrictions dated March 14, 1985 and recorded April 4, 1985 in Book 1103 of Official Records, page 515-520 as follows:

5) 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 LONG AS DETERMINED FROM FACTORY SPECIFICATIONS AND ORIGINAL FACTORY CONSTRUCTION. 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. NO MOBILE HOME UNIT WHICH SHALL BE OLDER THAN FIVE (5) YEARS OLD ON THE DATE IT IS PLACED ON THE PROPERTY SHALL BE PERMITTED WITHIN ANY LOT. PROPERLY INSTALLED SKIRTING SHALL BE REQUIRED AROUND THE EXTERIOR OF ALL MOBILE HOMES INSTALLED UPON LOTS. NO TIRES OR SIMILAR DEVICES SHALL BE ALLOWED TO BE PLACED UPON THE ROOF OF ANY MOBILE HOME FOR ANY PURPOSE WHATSOEVER. ALL MOBILE HOMES UPON PLACEMENT ON THE LOT SHALL BE SITUATED IN SUCH A MANNER THAT THE FINISHED FLOOR OF SAID MOBILE HOME SHALL NOT EXCEED 1 (ONE) FOOT IN HEIGHT ABOVE THE FINISHED LOT GRADE.

9) TWO HORSES (PONIES AND LIKE EQUINE ANIMALS ARE INCLUDED IN THE TERM "HORSES"), SHALL BE ALLOWED PER ACRE (IN THE EVENT A LOT CONTAINS AN AREA IN EXCESS OF EVEN ACREAGE THE NEAREST FULL ACRE SHALL PREVAIL IN CONSTRUING AREA) TWO BOVINE, AND 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 EXCEED TWENTY (20) PER LOT. ALL ANIMALS AND FOOD (EXCEPT CUSTOMARY HOUSEHOLD VARIETY) MUST BE FENCED AND CONTAINED WITHIN THE REAR ONE HUNDRED (100) FEET OF THE LOT. ALL FEED, TACK AND OTHER EQUIPMENT RELATING TO THE CARE OF ANIMALS MUST BE STORED IN AN ENCLOSED BUILDING.

All other terms and conditions as set forth in Declaration recorded in Book 1103 Official Records, pages 515-520 shall remain as set forth and in full force and effect.