

**WHEN RECORDED, RETURN TO:**

**Virtual World, LLC  
12250 E Serenity Lane  
Cornville AZ 86325**

**AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND  
RESTRICTIONS FOR THE MESQUITE SPRINGS SUBDIVISION**

WHEREAS, more than a seventy-five percent majority of the owners at The Mesquite Springs Subdivision (hereinafter the "Majority Owners") desire to modify by deleting in their entirety, all previously recorded Restrictions, recorded in Book 4516, at page 583 inclusive, within the Official Records of Yavapai County, Arizona, and substitute in lieu thereof and to subject all of the lots of Mesquite Springs to certain covenants, conditions and restrictions as hereinafter set forth in furtherance of the general plan for the improvement of the lots within Mesquite Springs. This Declaration of Covenants, Conditions, and Restrictions for MESQUITE SPRINGS subdivision is made as of October 22, 2013, by the Majority Owners.

**RECITALS**

A. The "Majority Owners" are the owners of parcels in the Mesquite Springs Subdivision, certain real property (Property) located in the City of Cottonwood, County of Yavapai, and State of Arizona, which is legally described as follows:

Lots 1-61, inclusive, all common areas, limited common areas and tracks of the MESQUITE SPRINGS subdivision, according to the plats of record:

Phase 1 – Book 60 Page 33

Phase 2 – Book 60 Page 35

Phase 3 – Book 63 Page 19

In the Official Records of Yavapai County, Arizona.

The Property shall also include all future phases of subdividing of the entire parcel shown on the map referenced above and these Declarations shall be applicable to such phases.

B. The "Majority Owners" desire to amend covenants, conditions and restrictions upon the Property, and each and every portion thereof, and certain mutually beneficial restrictions and obligations with respect to the proper use, occupancy and enjoyment of the Property, all for the purpose of enhancing the quality of life within the Property. The "Majority Owners" intend that this Declaration will facilitate a general plan for the development for the Property.

**DECLARATION**

Now, therefore, the "Majority Owners" declare that the Property and all Lots which comprise the Property shall be held, sold, mortgaged, encumbered, leased, rented, used, occupied, improved, and conveyed subject to the following reservations, (collectively, the covenants and restrictions). The covenants and restrictions are intended to be real covenants which touch and concern the Property and all

Lots and which affect the physical use and enjoyment of the Property and all Lots. The covenants and restrictions are established for the purpose of protecting the value, attractiveness, and desirability of the Property and all of the Lots. The covenants and restrictions shall benefit, burden, and run with the title to the Property and each Lot and shall be binding upon and, subject to the provisions below, shall be enforceable by all parties having or acquiring any right, title, or interest in all or any part of the Property, and heirs, successors, and assigns. The “Majority Owners” further declare as follows:

## **SECTION 1. DEFINITIONS**

- 1.1 Architectural Committee shall mean the architectural committee established pursuant to Section 4.
- 1.2 Declaration shall mean this Amended Declaration of Covenants, Conditions, and Restrictions for MESQUITE SPRINGS and the covenants and restrictions set forth in this document, as may be amended from time to time.
- 1.3 Detached Dwelling Unit shall mean all buildings that are located on a Lot and which are used or are intended to be used for Single Family Residential Use.
- 1.4 Common Area shall mean the areas depicted and designated on the Plat as Common Areas or other facilities used by or benefiting the residents, including, but not limited to community mailboxes, fencing, drainage and retention basins.
- 1.5 Lots shall mean each and every Lot that is subject to this Declaration that shall include the Lots in subsequent phases of the Property.
- 1.6 Majority shall mean those Owners whose Lots constitute more than 75% of all Lots within the Property as shown by recorded plats.
- 1.7 Mortgage and mortgage shall mean the conveyance or assignment of any Lot, or the creation of a lien on any Lot, to secure the performance of an obligation, and shall mean the instrument evidencing the obligation. All references to a Mortgage or mortgage shall include deeds of trust, mortgages, assignments, or any other agreements for the purpose of creating a lien to secure an obligation or duty.
- 1.8 Multi Family Residential Use shall mean the occupation or use of two single-family residences on one lot in conformity with the requirements imposed by applicable zoning laws or other state, county, or municipal rules, ordinances, codes, and regulations.
- 1.9 Manufactured Home Set Up/Manufactured Home Installation shall mean the point at which the unit is on site, resting on its foundation, has utilities installed and operating, is fully skirted and/or backfilled around the perimeter, and has at least one accessible entry point into the home, permanent or temporary.
- 1.10 Owner shall mean the record owner, whether one or more persons or entities, of fee simple legal title or a recorded life estate to any Lot. An Owner shall not include those persons having an interest merely as security for the performance of an obligation or duty (e.g., mortgagee). In the case of a Lot in which fee simple title is vested of record in a trustee pursuant to Arizona Revised Statutes, “33-801, et seq.”, the Owner of the Lot shall be deemed to be the trustor. In the case of a Lot covered by an Agreement for Sale of Real Property as described in A.R.S., “33-741, et seq.”,

the buyer of the Lot shall be deemed to be the Owner Unless the context otherwise requires, the term Owner shall include the Declarant.

- 1.11 Person shall mean a natural person, a corporation, a limited liability company, a partnership, a trust, or other legal entity.
- 1.12 Plat refers to the subdivision plat for MESQUITE SPRINGS recorded in the Book and Map referenced above as it may be amended from time to time.
- 1.13 Property shall mean the real property described in Recital A of this Declaration, together with all buildings, improvements, and other fixtures of whatever kind now or hereafter located thereon, and all easements, rights, appurtenances and privileges belonging or in any way appurtenant thereto to any part thereof. All references to the term Property will be deemed to refer to all of the Lots of the current phase and future phases or Units of the development.
- 1.14 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 four (4) adult persons not all so related who maintain a common household in a Detached Dwelling Unit located on a Lot.
- 1.15 Single Family Residential Use shall mean the occupation or use of a Detached Dwelling Unit and Lot by a Single Family in conformity with the requirements imposed by applicable zoning laws or other state, county, or municipal rules, ordinances, codes, and regulations.
- 1.16 Visible From Neighboring Property shall mean, with respect to any given object on a Lot, that the object is or would be visible to a person six (6) feet tall, standing on any part of the neighboring Lot at an elevation no greater than the elevation of the base of the object being viewed.

## **SECTION 2. GENERAL COVENANTS**

- 2.1 Personal Obligation. Each Owner of a Lot, by acceptance of a deed for that Lot (whether or not it is expressed in the deed or conveying instrument) or by otherwise becoming an Owner, will be deemed to have personally covenanted and agreed to be bound by all covenants and restrictions contained in this Declaration. This personal covenant of each Owner shall be in addition to the real covenants created by this Declaration, and this personal covenant shall not limit or restrict the intent that this Declaration benefit and burden the Property and all Lots and run with title to the Property and all Lots.
- 2.2 General Standards. Each respective Owner of any one of the Lots shall maintain the Detached Dwelling Unit and all other areas located on that Owners Lot at a level of general maintenance at least equal to the prevailing levels of maintenance in areas of a similar nature located in residential communities commonly and generally deemed to be of highly desirable quality.
- 2.3 General Plan. All covenants and restrictions contained in this Declaration are intended to be in furtherance of a general scheme or plan of development. This Declaration has been executed by Owners of at least seventy-five (75) percent of Lots in the subdivision for the benefit of all Owners and subsequent purchasers of any one of the Lots and not merely for the benefit Majority Owners Lots.
- 2.4 Leasing. Lessee or renter will be bound by these Covenants, Conditions and Restrictions. Lessee or renter must receive a copy of the CC&Rs and sign that they received and read them.

## 2.5 Homeowners Association

(1) There is hereby established a homeowners association, which may be an incorporated or unincorporated association, known as Mesquite Springs Homeowners Association and whose members shall consist of each Owner of a Lot (the Association). The Association is created for the limited purpose of equipping, furnishing and maintaining the Common Areas and equipping, furnishing and maintaining, repairing and replacing any improvements thereon to insure the proper functions for which such Common Areas were established. The Association shall be governed by a board of directors or, if the Association is unincorporated, a governing body (in either case, the Governing Body) consisting of three persons, all of whom shall be Owners of Lots or members of the Single Family residing thereon. Every Owner, by accepting a deed for a Lot or otherwise becoming an Owner shall be a member of the Association and shall be bound by the provisions hereof, and there shall be only one membership per Lot.

(b) The Association shall properly and promptly equip, furnish, maintain and repair the Common Areas and all improvements thereon, and shall have the power to assess the Owners the actual costs and expenses of doing so. With respect to the matters set forth in this section, the Association shall have the powers of enforcement to the same extent as an Owner pursuant to Section 6.1. The Governing Body may act in accordance with this Section 2.6 by a majority vote of its directors/members, and any action by the Governing Body in accordance with this Section 2.6 shall be binding upon the Owners of the Lots, as members of the Association. For the purposes of this Section 2.6, the term assessment includes the actual costs and expenses of equipping, furnishing and maintaining the Common Areas and equipping, furnishing, maintaining, repairing and replacing any improvements thereon, as well as the costs of management of the HOA, insurance, if any, accrued interest (at the rate of 18% per annum) and late fees on delinquent amounts payable by any Owners, and court costs and attorney's fees incurred in connection with enforcing the collection of such assessments against any delinquent Owner.

The assessment shall be a charge and a consensual and continuing lien upon the Lot against which the assessment is properly made, and the recordation of this Declaration shall constitute record notice and perfection of any assessment or assessment lien. Except for assessments payable by reason of the delinquency of an Owner (including interest, attorney's fees and other collection costs), assessments shall be fixed at a uniform rate for all Lots (except to the extent the cost or expense is incurred by the Association on account of the misconduct or gross negligence of any Owner or its agents, guests or invites, in which case the Association may specially assess the expense against the offending Owner and/or Lot). Assessments may be enforced against the Owner personally, or enforced by all methods available for the enforcement of liens, including foreclosure by an action brought in the name of the Association in the same manner as a mortgage, deed of trust and/or mechanics lien. Without affecting the priority and perfection of any assessment that has been perfected as of the date of the recordation of this Declaration, the Association may record a Notice and Claim of Lien against a delinquent Owner's Lot. Regardless of whether a Notice and Claim of Lien has been recorded, the lien described herein shall be superior to all liens, charges, homestead exemptions and encumbrances that are imposed on any Lot after the date of recordation of this Declaration, except such lien shall be automatically subordinate to the lien held by an institutional lender which is the first and most senior of all mortgages and deeds of trust on a Lot, to the extent acquired in good faith and for value.

- (2) The assessment per Lot for the year 2013 or any portion thereof shall be \$360.00 per year. The assessment per Lot for the years 2014-2018 shall be \$360.00 per year. Thereafter, the Homeowners Association shall establish the assessment amount.

### **SECTION 3. USE AND RESTRICTIONS**

In addition to all other covenants and restrictions contained in this Declaration, the use of Lots and the use of the Detached Dwelling Unit and all other improvements located (either temporarily or permanently) on a Lot, are subject to the following:

- 3.1 Restricted Use. Except as expressly provided for in Section 3.2 of this Declaration, a Lot shall be used by a Single Family only, and solely for the purpose of Single Family Residential Use. All construction on any Lot shall be restricted to Single Family houses consisting of site- built, modular or off-site manufactured housing units that are affixed to the land and related improvements utilized in connection therewith. Garages may be constructed on site.
- 3.2 Business and Related Uses. No Lot or Detached Dwelling Unit shall be used, allowed to be used, or authorized to be used in any way, directly or indirectly, for any business, commercial use, manufacturing, industrial use, vending, or other similar purposes. The foregoing restrictions shall not be deemed to prevent an Owner from conducting his or her personal affairs on the Lot or in the Detached Dwelling Unit and shall not be deemed to prevent an Owner from using the Detached Dwelling Unit for business purposes which: (i) utilize a minimal portion of the Detached Dwelling Unit; (ii) do not result in the use of the Detached Dwelling Unit for frequent and excessive business meetings/appointments; (iii) do not result in frequent and excessive shipping or receiving from or to the Detached Dwelling Unit; and (iv) does not otherwise violate local zoning and/or use laws, nor interrupts the quiet enjoyment of other residents, and is of a legal nature. Low-impact tele-commuting and/low impact home based businesses are permitted in the community with written notification to the declarant.
- 3.3 Signs. No emblem, logo, sign, or billboard of any kind shall be displayed to the public view on any Lot, except for: (i) one sign not more than thirty (30) inches by twenty-four (24) inches in size, advertising the Lot for sale, placed in a reasonable location on the Lot; (ii) any signs as may be required by legal proceedings or as may be required by law. (iii) Temporary yard sale signs are permitted, but must be removed immediately when sale has concluded.
- 3.4 Noxious or Offensive Activities. No noxious or offensive activity shall be engaged in (or permitted to be engaged in) on any Lot. No act or use may be done (or omitted to be done) on any Lot which may be currently, or may become, an annoyance or nuisance to the Property generally or to the other Owners of Lots specifically, or which, in any way, interferes with the use and quiet enjoyment of any Lot by any Owner, or which increases insurance rates on policies maintained by any Owner with respect to any Lot.
- 3.5 Restricted Residences. No temporary structure, tent, shack, shed, garage, barn, or other similar item or building (excluding temporary construction trailers utilized in the construction of a Detached Dwelling Unit) shall be temporarily or permanently placed, maintained, or used as a residence on any Lot at any time, unless (i) in conformity with Section 3.6. or (ii) the item or building is permanently affixed to the Lot. Pre-owned homes may be placed on lots within Mesquite Springs, so long as the home meets the standard set forth herein and the pre-owned unit is approved by the Architectural Control Committee. Additional exterior upgrades and/or enhancements may be required for pre-owned homes to ensure their appearance will in no way detract from surrounding properties.

- 3.6 Location. Location of dwelling units must comply with City of Cottonwood setback requirements. For the purpose of this restriction: Carports, Garages, Patios, and Open Porches shall be construed as part of the manufactured home; Eaves, Steps, Stoops, Overhangs, Window Awnings, Trims, Gutters, Drains, and Chimneys shall not be construed as part of the dwelling unit 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 manufactured home. The above said provision shall not be construed to permit or allow any encroachment of any type upon any other Lot. For the purpose of this restriction: all corner Lots shall have the side street yard setback the same as the front yard setback. The setback lines and all other use restrictions contained in this declaration do not supersede Zoning and other land use declarations if they are more restrictive, must also 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.
- 3.7 Landscaping and Grading. Each Owner of a Lot and their respective tenants, if applicable, must maintain all landscaping located on the Lot in a clean, safe, neat, manicured and attractive manner. Each Owner of a Lot shall keep all shrubs, trees, grass, plantings, and landscaping located on that Owners Lot (including those located in easement, setback areas, and adjacent common areas) neatly trimmed, properly cultivated, and free from trash and other unsightly material, taking into consideration the natural vegetation located on a Lot. Lot Owners are responsible from keeping Lots free of excessive or unsightly weeds. Lots have been graded to retain waterfall and run off on each individual lot. Berms and graded areas must be maintained by Lot Owners in a manner in which runoff does not cause material to wash out onto neighboring Lots and/or the street Retaining walls and/or “rip rap” may be required on down sloping areas prior to construction to slow or prevent erosion of existing grading, if necessary.
- 3.8 Front Yard Landscaping: Specifically the first 20 feet back from the front property line shall at a minimum have 5-1 gallon plants and 2-15 gallon Mesquite, Palo Verde or similar type trees. The Front 50% of all lots must be landscaped within 90 days of home placement. Rear yards must be landscaped within one (1) year of home placement.
- 3.9 Lot Development Timeline Restriction: Lot purchasers are not obligated to begin or complete construction at any given time, however, lot grading and perimeter berms will need to be maintained in accordance with section 3.7 until such time construction is completed.
- 3.10 Vehicles and Recreational Equipment. No commercial truck, wagon, recreational vehicle, trailer, camper, motor home, boat, or similar equipment or vehicle shall be kept, placed, maintained, constructed, reconstructed, or repaired on any street (public or private) or on any Lot (including any driveway thereon) unless: (i) the equipment or vehicle is not Visible From Neighboring Property; or (ii) the equipment or vehicle is kept, placed, etc. on a nonrecurring and temporary basis (i.e., for less than 48 hours); or (iii) the equipment or vehicle is located on the rear 50% of the Lot. No vehicle shall be repaired or rebuilt on any Lot, and no “junk” or inoperable vehicle shall be stored or parked on any Lot, driveway or street so as to be Visible From Neighboring Property, except for emergency vehicle repairs. No vehicle shall be parked overnight on the roadways or streets within the Property except on a temporary basis (such as loading or unloading a vehicle) and for no more than 72 hours. Snowmobiles, motorcycles, trail bikes, mini-bikes, all-terrain-vehicles, mopeds or similar vehicles may not be used or operated within the Property, except that any such vehicle lawfully licensed for use on public roadways may be used for the limited purpose of ingress or egress to a Lot.

- 3.11 Animals. Lot Owners may keep a reasonable number of commonly-accepted household pets on or within an enclosed portion of the yard of any Lot or in the Detached Dwelling Unit. No dog shall be allowed off of the Lot of the owner except on a leash; and no pets shall be kept on any Lot by anyone, if, in the discretion of the Association, that the pet is or becomes a nuisance, threat or otherwise is objectionable to surrounding property owners. Each Owner of a Lot and the Owners tenant, if applicable, shall be responsible for the immediate removal and disposal of the waste or excrement of all pets permitted to be kept on the Lot and shall be responsible for ensuring that the pets do not cause an unreasonable annoyance or nuisance to other Owners. Each Owner of a Lot also shall be liable for all damage caused by that Owners pets or the pets of their tenants to any other Owner or any Owners Lot or Detached Dwelling Unit, or property.
- 3.12 Trash. All rubbish, trash, and garbage shall be regularly removed from all Lots by their tenants, if applicable, and shall not be allowed to accumulate on any Lot. Trash, garbage or other waste kept prior to regular disposal and all equipment for the storage of such material, shall not be kept, except in sanitary condition whether below ground level or within a screened area, No incinerators shall be kept or maintained on any Lot. No refuse pile, garbage or unsightly objects shall be allowed to be placed, accumulated or suffered to remain anywhere on a Lot. Trash for collection may be placed at street right-of-way line on regular collection days, or the evening prior. Refuse containers may be placed on a Lot so as to be Visible From Neighboring Property only on trash collection days, or the evening prior. Except as permitted in the previous sentence, refuse containers may not be maintained on a Lot, unless they are properly screened from view of neighboring Lots.
- 3.13 Screening and Fencing. Woodpiles, storage sheds, may not be maintained upon any Lot, unless located in the rear 50% of the lot. Outside storage of items other than wood is not permitted. Sheets, newspapers, foil, or similar items may not be used as window coverings on any Lot. Garage doors should remain closed when not in use.
- 3.14 Antennas. No external radio or television antenna or satellite dish larger than thirty (30) inches in diameter may be installed or constructed on any Lot.
- 3.15 Diseases and Insects. No Owner shall permit any condition to exist upon any Lot that might induce, breed, or harbor infectious plant diseases or infectious or noxious insects.
- 3.16 Repair of Buildings. No building or structure located upon any Lot shall be permitted to fall into disrepair, and every building and structure shall be kept at all times in good condition and repair and adequately painted or otherwise finished.
- 3.17 Safe Condition. Without limiting any other provision in this Section, each Owner shall maintain and keep his Lot at all times in a safe, sound and sanitary condition and repair and shall correct any condition or refrain from any activity which might interfere with the reasonable enjoyment by other Owners (including their tenants, guests, family members and invitees).
- 3.18 Fires: Fire Protection Standards. Other than barbecues and fireplaces in properly constructed barbecue/fireplace pits or grills, no open fires shall be permitted on the Lots, nor shall any other similar activity or condition be permitted which would tend to increase the insurance rates for the Owners.
- 3.19 No Obstructions to Drainage. No Owner shall erect, construct, maintain, permit or allow any fence, landscaping, or other improvement or other obstruction that would interrupt the normal drainage of the land or within any area designated on a Plat, or other duly recorded instrument, as

a drainage easement, or that may damage or unreasonably interfere with the installation and/or maintenance of utilities in any other area designated on a Plat or other recorded instrument or a public utilities easement.

- 3.20 Hazardous Wastes. Except as may be necessary for normal household, landscaping, or automotive uses, no Owner shall permit any hazardous wastes (as defined under all applicable federal and state laws) or any petroleum products or by-products to be kept, maintained, stored, or used in, on, or over any Lot.
- 3.21 Clothes Drying Facilities. Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed, or maintained on any Lot unless they are erected, placed, or maintained in such a manner as to not be Visible From Neighboring Property.
- 3.22 Fuel Tanks. No fuel tanks of any kind shall be erected, placed, or maintained on any Lot except for completely buried propane or similar fuel tanks permitted under the ordinances of the city, county or municipality having jurisdiction over the tanks. Above ground propane tanks shall be permitted so long as they are located in the rear 50% of the yard and screened from the street or neighboring properties.
- 3.23 Fences and Walls. No side or rear fence and no side or rear wall shall be more than six (6) feet in height. For purposes of this Declaration, a side or rear fence or wall shall be called a Fence or Fences. Notwithstanding the foregoing, any prevailing governmental regulations shall take precedent over these restrictions if the governmental regulations are more restrictive. Six (6) foot privacy fence may only be erected with the written permission of the Purchaser of the property from which the fence will be directly adjacent to. Privacy slats in chain link fencing are not permitted. All Fences must be maintained in a straight, orderly and uniform fashion and be painted or otherwise properly finished. Only the rear 50 % of any yard may be fenced with 6 ft fencing. Front yard fencing, if any, may not exceed three (3) feet in height and may be subject to additional stipulations by the architectural control committee.
- 3.24 Underground Service. No wires, lines, or other devices for the communication or transmission of electric current or power, including telephone, television, cable television, and radio signals, shall be erected, placed, or maintained anywhere in or upon any Detached Dwelling Unit or Lot on the Property unless the lines, wire, or other devices are contained in conduits or cables installed and maintained underground or concealed in or on buildings or structures.
- 3.25 Parking. Each Lot shall have at least two parking spaces that shall be used by the Owner of the Lot for parking purposes only. Such spaces may not be used for storage or any other use that restricts or prevents the spaces from being used for parking at least two (2) automobiles.
- 3.26 Intersection Corner Lot Restrictions. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the streets shall be placed or permitted to remain on any corner lot. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. All properties located adjacent to the intersections shall not construct any improvements that will interfere with the American Association of State Highway and Transportation Officials (AASHTO) sight distance criterion. Specifically lots numbered 10, 15-17, 28, 39, 53, 45, 60 shall not construct or impede the visibility within a 30' X 30' triangle adjacent to the intersection. The Declarant and the City Engineer will review for acceptance all work within this area. In addition, Lot 10 will require a 20-foot setback along the Boulder Lane



frontage. No encroachments will be allowed (including porches, etc., as may otherwise be permitted by future ordinance amendments).

#### **SECTION 4. DWELLING UNIT CONTROLS**

- 4.1 **Completion Time for Manufactured Homes.** Completion of a Manufactured Home Set-up shall be finished and completed within ninety (90) days after the issuance of a building permit by the appropriate regulatory body. No Manufactured Home Set-up shall be commenced, erected or placed on any lot without first obtaining a required building permit and the Architectural Control Committee approval.
- 4.2 **Construction.** All manufactured home roofs and exterior siding shall be of an approved material and appearance as determined by the Architectural Control Committee. Manufactured Homes constructed with metal siding and/or metal roofs shall not be permitted unless the dwelling unit is of exceptionally high quality and absolutely would not detract from surrounding properties, as determined by the Architectural Control Committee. All dwelling units shall be single story structures.
- 4.3 **Floor Height** Manufactured home floor level shall not exceed twenty four (24) inches above finished grade at any given point. Any gap between the ground level and the mobile must be covered and backfilled within the time frame allowed and/or covering material and 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.
- 4.4 **Tongues & Hitch.** All manufactured homes must have the tongue and/or hitch removed immediately after the manufactured home has been installed.
- 4.5 **Patios & Garages.** A patio cover and a double carport or garage are required and must be attached directly to the manufactured home. Materials used for the construction and floor area of said type appurtenances must be approved by the Architectural Control Committee, and any patio cover and/or carport or garage must be installed within one (1) year of Manufactured Home Installation. All Lot Owners shall install a wood, cement, or paver porch or patio within one (1) year after Manufactured Home Installation. Extensions may be granted upon written request and approval but shall not exceed more than twenty four (24) months. The floor area of a carport or garage shall be not less than Three Hundred and Seventy (370) Square Feet. Patios and porches shall have a floor area not less than 160 sq ft. Deviation from the requirements in this paragraph due to unusual lot conditions, may be made, if, first approved by the Architectural Control Committee.

#### **SECTION 5. ARCHITECTURAL CONTROL**

- 5.1 **Architectural Approval.** No building (including a Detached Dwelling Unit), window screen, screen door, conduit, wire, fence (including any Fence described in Section 3.23, solar collector, awning, Ramada, outbuilding, or other improvements or structure shall be commenced, erected, constructed or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made, until plans and specifications showing the nature, kind, color, shape, height, materials, floor plan, approximate cost, location, and other material attributes shall have been submitted to the Architectural Committee and approved in writing as to harmony and compatibility of external design and location in relation to surrounding structures and topography. The Architectural Control Committee shall have the right to refuse to approve any such plans or specifications which are not suitable or desirable in its opinion for esthetic reason, 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. The Committee may assess an Architectural Review Fee to the Lot Owner per project reviewed. Multiple projects may be combined into a single plan review. Walls of any nature and plants other than annuals shall be prohibited within the Public Utility Easement (PUE) boundaries of each lot. If the Architectural Committee fails to approve or disapprove in writing such design and location within thirty (30) days after complete and legible copies of the plans and specifications have been submitted to it, the application shall be deemed to be disapproved, and this Section shall be deemed to be not fully complied with; provided that, if following such deemed disapproval the Owner submitting such plans and specifications delivers notice of appeal pursuant to this Section 4.1 and full copies of such plans and specifications to each other Owner within ten (10) days after the expiration of such thirty (30) day period, and the Architectural Committee fails to approve or disapprove in writing such plans and specifications within thirty (30) days thereafter, such plans and specifications shall be deemed approved, so long as consistent with the Declaration and any Architectural Committee Rules (as defined below). All decisions of the Architectural Committee shall be final. All structures and improvements must also be in conformity with city and county building codes and may only be commenced if the appropriate authority issues a proper building permit, if applicable. Any such item installed by the Owner without written consent of the Architectural Committee shall be removed immediately by the Owner, at its sole cost and expense, upon receipt of notice from the Architectural Committee.

- 5.2 Establishment of Architectural Committee. The Owners shall elect from among themselves an Architectural Committee, which shall consist of three (3) persons, all of whom shall be elected annually and all of whom shall be Owners of Lots, or members of the Single Family residing thereon. Each Lot shall have one vote for each Architectural Committee position to be filled, and a system of cumulative voting shall be used.

Election for Architectural Committee members shall be held during the month of July, on such day as a Majority of the then-serving Architectural Committee shall agree; provided that notice of such meeting to elect Architectural Committee members shall be provided in writing by the then-serving Architectural Committee to each Lot Owner not less than fourteen (14) days nor more than sixty (60) days prior to the proposed date of such meeting. Owners representing a majority of the Lots shall constitute a quorum at such a meeting. Following election of the Architectural Committee members, the Architectural Committee shall give written notice to each Lot Owner of the name and address of each member of such Committee then elected.

- 5.3 Architectural Committee Rules. The Architectural Committee, by unanimous vote or unanimous written consent, may adopt, amend, and repeal rules and regulations regarding the architectural style, nature, kind, shape, height, materials, exterior colors, surface textures, and location of any improvements on a Lot, which such rules and regulations shall be called the Architectural Committee Rules. The Architectural Committee Rules shall not be inconsistent with this Declaration.

- 5.4 Limited Effect Approval. The approval by the Architectural Committee of any plans, drawings, or specifications for any work done or proposed, or for any other matter requiring prior written approval by virtue of this Declaration shall not be deemed to constitute a waiver of any requirement or restriction imposed by the City of Cottonwood or any other law or requirement or restriction imposed by this Declaration and shall not be deemed an approval of the workmanship or quality or integrity of the work or the plans and specifications.

## **SECTION 6. RESERVATION OF AND LIMITATIONS ON EASEMENTS**

- 6.1 Utility and Other Easements. By recording a previous Declaration, Declarant reserved and created a blanket easement upon, across, over, and under that portion of each Lot which may be necessary or desirable for the installation and maintenance of electric, telephone, water, gas, cable television, drainage facilities, sanitary sewer, or similar utility lines. This blanket easement shall be for the benefit of Declarant (and its assigns) and any providing utility or service company. This blanket easement shall in no way affect any other recorded easements and shall not interfere with or prevent Detached Dwelling Units from being constructed on a Lot.
- 6.2 Limitations on Access. Except for easements reserved by the Declarant, during the Declarant Control Period (to whom this section shall not apply), no Owner may grant any easement or other rights of ingress, egress and/or access to or from any street or roadway described on the Plat on, over or through this or her Lot to any property not a part of the Property without the prior written and recordable consent of a Majority of the Owners, and any such grant without such consent shall be null and void.
- 6.3 Common Areas. The Common Areas are for the benefit and use of all Lot(s) within the subdivision. No permanent structure can be erected in any Common Area. Awnings, fences, playground equipment, concrete walkways and landscaping shall not be considered permanent structures. The owners shall keep the Common Areas free of trash and weeds over four (4) inches high.
- 6.4 Floodplain Areas. The Floodplain Areas shown on the plat for Mesquite Springs will require the placement of all facilities and structures one foot above the base flood elevation and no less than the Regulatory Elevation (RE) shown on the Plat for Mesquite Springs. Development within the FFR area depicted on the Plat for Mesquite Springs shall be in accordance with the requirements imposed by City of Cottonwood Ordinance 404 Flood Damage Prevention Regulations, applicable zoning laws or other state, county, or municipal rules, ordinances, codes, and regulations. Specifically lots numbered 1-14, 48, 49, 57, 58. All facilities located upon these lots shall be flood proofed through grading above the regulatory elevation and shall be permanently anchored.

## **SECTION 7. GENERAL PROVISIONS**

- 7.1 Enforcement. Any Owner of a Lot or group of Owners of Lots may enforce at any time covenants and restrictions contained in this Declaration. As used in this Section 6.1, the term Enforcing Party shall mean the party entitled to enforce this Declaration, as established in the receding sentences of this Section 6.1. Failure of any Owner of a Lot to enforce any Covenant and restriction in this Declaration shall not be deemed a waiver of the right of any other Owner from doing so in the future. Deeds of conveyance of any Lot may incorporate the covenants and restrictions by reference to this Declaration, but, whether or not such references is made in such deeds, each and every covenant and restriction shall be valid and binding upon all Owners of a Lot and all subsequent grantees. In the event of a breach by any Owner (or the tenant, family, guest, licensee, agent, or invitee of any Owner) of any covenant and restriction contained in this Declaration, the Enforcing Party shall deliver written notice (Notice) of the violation to the offending Lot Owner (Offending Lot Owner). The Offending Lot Owner then shall have five (5) business days within which to remedy or otherwise cure the breach of this Declaration that is the subject of the Notice. If the breach complained of in the Notice cannot be reasonably expected to be cured within the five-day period, the Offending Lot Owner, within this five-day period, shall commence to cure the breach complained of and shall provide notice of such cure to the Enforcing

Party, and shall pursue the cure to completion in a diligent manner and within a reasonable time (no longer than 60 days).

The failure of any Offending Lot Owner to timely cure any breach, of this Declaration which is the subject of a Notice shall give rise to the right of any Enforcing Party to institute a civil action in any court of competent jurisdiction and seek any remedy available under Arizona law including, injunctive relief, specific performance, and damages against the offending Lot Owner; however, a violation of these covenants and restrictions (or any one or more of them) shall not affect the lien of any Mortgage now of record or which in the future may be placed of record upon any of the Lots. The remedies established in this Declaration may be exercised jointly, severally, cumulatively, successively, and in any order.

- 7.2 Severability. Invalidation of all or any part of this Declaration by judgment or court order shall not affect the validity of any other provisions of this Declaration, which shall remain in full force and affect.
- 7.3 Construction. This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan and scheme for the development of the Lots, including Detached Dwelling Units constructed thereon. Section headings have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction. All terms and words used in this Declaration (including any defined terms), regardless of the number and gender in which they are used, shall be deemed and construed to include any other number and any other gender as the context or sense of this Declaration may require, with the same effect as if such number and words had been fully and properly written in the required number and gender. Any reference to this Declaration shall automatically be deemed to include all amendments to this Declaration.
- 7.4 Notices. Any notice permitted or required to be delivered under this Declaration must be in writing and must be delivered either personally, by certified mail, or by express delivery service. Notices delivered in this manner will be deemed effective even though never actually claimed or received by the Owner, provided they are delivered to the occupant of the Detached Dwelling Unit located on the Lot or mailed by Certified Mail or sent express delivery service to the street address for the Lot.
- 7.5 Joint and Several Liability. In the case of joint ownership of a Lot, the liabilities and obligations of each of the joint Owners of the Lot set forth in or imposed by the Declaration shall be joint and several.
- 7.6 Attorneys Fees. If an action is instituted to enforce any of the covenants and restrictions contained in this Declaration by any Owner or any group of Owners, as the case may be, the party prevailing in the action shall be entitled to recover from the other party all attorney fees (in a reasonable amount) and court costs.
- 7.7 Waiver. The waiver of, or failure to enforce any breach or violation of this Declaration shall not be deemed a waiver or abandonment of any provision of this Declaration or a waiver of the right to enforce any subsequent breach or violation of this Declaration. The foregoing shall apply regardless of whether any person affected by this Declaration (or having the right to enforce this Declaration) has or had knowledge of the breach or violation.
- 7.8 Amendment. This Declaration and any of the covenants and restrictions contained in this Declaration may be amended only by a written and recorded instrument, which is actually signed

and acknowledged by the Owners of a Majority of the Lots. To be effective, any proposed amendment must have a uniform effect on all Lots or, if the amendment is not intended to have a uniform effect, must be approved by all Owners upon whom the amendment has an adverse effect. Within thirty (30) days after the recordation of any amendment, the amendment shall be delivered by the recording party to all Owners in the manner prescribed in Section 6.5.

Dated: \_\_\_\_\_

Virtual World, LLC, by

\_\_\_\_\_  
Holly Grigaitis, Managing Member