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**FIRST AMENDED AND RESTATED
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
GREENWOOD VILLAGE UNIT II, TRACT 3818, PHASE I
(Mohave County, Arizona)**

January 11, 2016 (10:17am)



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**FIRST AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

Pursuant to the provision 6.D. of the Declaration of Covenants, Conditions and Restrictions for Greenwood Village Unit II, Tract 3818, Phase I (Mohave County, Arizona) as recorded September 1, 2010, in the Office of Mohave County Recorder at Fee Number 2010053150 and in its capacity as an Owner of at least twenty-six percent (26%) of the property, the undersigned Declarant does hereby amend and restate foregoing Declaration in its entirety as follows:

This Declaration is made by Pioneer Title Agency, Inc., an Arizona Corporation, as Trustee under Trust No. 9291, hereinafter referred to as (“Trustee”), on behalf of its beneficiaries, Greenwood Village LLC, an Arizona limited liability company, hereinafter referred to as (“Declarant”).

Trustee is the Owner of the following described real property situated within the County of Mohave, State of Arizona, known as Greenwood Village Unit II, Tract 3818, Phase 1, more particularly described as LOTS 1 through 9, inclusive, Block 6; LOTS 1 and 12, Block 7; LOT 1 and LOTS 7 through 14, inclusive, Block 8; LOTS 12 through 16, inclusive, Block 9; LOTS 8 and 9, Block 10; LOTS 4 through 8, inclusive, Block 11, GREENWOOD VILLAGE UNIT II, TRACT 3818, PHASE 1, according to the plat thereof recorded September 1, 2010 at Fee No. 2010053149 in the office of the Recorder of Mohave County, Arizona. “Property” refers to that certain real property described and sometimes referred to herein as “Property”, “Lot” or “Parcel.”

Declarant intends to sell, convey or dispose of from time to time portions of the properties above described and desires to subject the same to certain protective covenants, conditions and restrictions, hereinafter sometimes referred to as “CC&R’s”, between it and the purchasers and/or user of said property.

Declarant hereby declares that all of the property described above 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 of the property, and all of which are hereby declared to be for the benefit of all the real property described herein and the Owners thereof, their heirs, successors, grantees and assigns.

1. PURPOSE OF THESE COVENANTS, CONDITIONS AND RESTRICTIONS

The purpose of these CC&R’s is to use the real property for attractive residential and non-commercial farm and ranch use (as set forth herein) only, and securing to each property Owner the full benefit and enjoyment of his or her property in furtherance of a common plan.

2. DEFINITIONS

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

The “Architectural Control Committee” means the committee provided for in Paragraph 4 of this Declaration.

“Bona Fide First Mortgage” means any realty mortgage or deed of trust or agreement for sale made in good faith and for value and property executed and recorded so as to create a lien on any property that is prior to the lien of any other realty mortgage or deed of trust.

“Declaration” means this Declaration of Covenants, Conditions and Restrictions for Greenwood Village Unit II, Tract 3818, Phase 1.

“Mobile Homes” means a moveable and portable unit for residential purposes with plumbing and electrical connections provided for attachment to outside systems, constructed to be towed on its own chassis and designed to be installed with or without a permanent foundation for human occupancy as a residence.

“Owners” shall mean and refer to the record owner, whether one or more persons or entities, of fee or equitable or beneficial title to any property. Owner shall include the purchaser or property under an executor’s contract of purchase and Declarant. The foregoing definition does not include persons or entities that hold an interest in any property as security for the performance of an obligation.

“Travel Trailer” or “RV’s” shall mean towable travel trailers, park model trailers, motor homes, tent type folding trailers and such other types of recreational or camping vehicles as may be designated as “Travel Trailer” by THE ARCHITECTURAL CONTROL COMMITTEE (“ACC”).

The term “Roads” shall include all interior roads as shown on the Survey Map on governmentally or quasi governmentally maintained. Also included in the definition of “Roads” are street signs. The term “Roads” shall include not only the driving surfaces but also all right-of-ways, culverts and bridges. The term “Roads” shall not include the roads created by individual property Owners within the confines of their respective property.

“Sewage Facilities” shall include, but not limited to, all septic tanks, leach fields and all other sewage disposal facilities.

“Structures” shall mean the buildings, garage, carports, roads, driveways, parking areas, fences, walls, hedges, plantings, planted trees and shrubs and all other structures or landscaping improvements of every type and kind.

3. EXPANSION

Declarant reserves the right to comparably develop adjacent land and incorporate said land within this Declaration by specific reference hereto. Any such expansion to be included within this

Declaration shall be subject to all the terms and conditions of this Declaration.

4. ARCHITECTURAL CONTROL

No parcel leveling, residence, barn, outbuilding, fence or wall or other improvements or installations, shall be commenced, erected, placed or altered on any parcel, until the plans and specifications thereof, showing the nature, kind, shape, materials and locations, shall have been submitted to, and approved by ACC and a copy thereof is finally approved and lodged permanently with the ACC. The ACC shall have the right to refuse any such plans, specifications or installations which are not suitable or desirable in its opinion for aesthetic reasons, or any other reason, and in so passing upon such plans, specifications or installations 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 ACC is a tool to cultivate the purpose of the CC&R's but will take into consideration the needs and desires of all property Owners by simple applications of needs. The ACC is available to address all reasonable needs and reasonable desires of all property Owners.

Plans and specifications approved by the ACC are not approved for engineering design or for compliance with zoning and building ordinances, and by approving such plans and specifications neither the ACC, the members thereof, nor Declarant assumes any liability or responsibility therefor, or for any defect in, any structure constructed from such plans and specifications. Neither the ACC, any person, individual or its designated representative or the Declarant shall be liable to any Owner or person for any damage, loss or prejudice suffered or claimed on account of (1) the approval or disapproval of any plans, drawing and specifications, whether or not defective, (2) the construction or performance of any work whether or not pursuant to approved plans, drawings and specifications, (3) the development, or manner of development of any property described by these CC&R's. Approval of plans and specifications by the ACC is not, and shall not be deemed to be a representation or warranty that said plans or specifications comply with applicable governmental ordinances or regulations including, but not limited to, zoning ordinances and building codes.

A. The Architectural Control Committee

The ACC shall be composed of a minimum of three (3) persons and a maximum of eight (8) persons appointed by Declarant. When 100% of the property has been sold by Declarant, then the function of the ACC shall be assigned to the GREENWOOD VILLAGE PROPERTY UNIT II OWNER COMMITTEE ("GVPOC"). The persons serving on the ACC shall not be entitled to any compensation for services performed pursuant to this covenant. The ACC shall be initially composed of:

WERNER FLEISCHMANN
Rathausstrasse 18
Weinfelden, Switzerland

BRENDA MARKER
B&G Consulting
616 Beale Street
Kingman, Arizona 86401

KLAUS WERNIGK
Zeppelinstrasse 8, D-78464 Konstanz
Germany

All ACC members are volunteers, acting as private concerned citizens and not as representatives of their respective companies or businesses. The right to remove members from time to time and to appoint new ACC members to fill vacancies shall be vested in the Declarant prior to said assignment to GVPOC.

B. Procedure

The ACC's approval or disapproval as required in this Declaration shall be in writing by simple notice. Actions of the committee shall be by the majority vote of the ACC. All decisions of the ACC shall be final and no property Owner or other party shall have recourse against the ACC or its designated representative of its disapproval or refusal to approve or disapprove within sixty (60) days after the plans and specifications have been submitted to it, the plans and specifications shall be deemed to have been approved. Absent ACC guidelines that may be formulated by initial ACC the ACC may meet as they deem fit for the issues that properly come before the ACC all according to the Declarations herein.

5. GENERAL RESTRICTIONS APPLICABLE TO ALL PROPERTY

A. Property Use

The primary purpose of the development is residential living and leisure activities. Therefore no industrial manufacturing shall be permitted. Permitted are however small businesses, like office work or art work (preparation of documents, computer use, use of telephones, writing, artistry and similar matters) which: (i) are not the primary use of such residential structure; (ii) do not include or require regular or other than occasional visitation by customers or clientele; and (iii) do not violate any zoning or other land use regulations applicable to any of the property. Subject to the foregoing, no property shall be used for any purpose other than family residential and/or noncommercial farm or ranch purposes. It is not a requirement to this Declaration that a residence be maintained as a condition to the use of the property as a noncommercial farm or ranch. Barns, sheds and other outbuildings shall be allowed, in addition to family residential structures. NO PROPERTY SHALL BE DIVIDED INTO PARCELS SMALLER THAN FIVE (5) ACRES ALL GOVERNED BY APPLICABLE GOVERNMENTAL REGULATIONS AND ORDINANCES.

B. Land, Topography and Drainage

All permitted uses of the land shall comply with reasonably expected environmentally sensitive rural land developments and commonly accepted farm and ranch methods. No noxious or offensive crops or weeds are permitted. All reasonably permitted animals, domestic or exotic, must be confined within a fenced, regularly cleaned area and be under control at all times by the respective property Owner. No Owner of any property shall be permitted to alter the topography of his or her property in any way that would; (i) not be desirable for aesthetic and all other reasons disturbing the harmony with the surroundings and the on look from adjacent or neighboring property including all roads; (ii) be considered a commercial business like exploration of surface materials; (iii) allow additional quantities of water from any source other than what nature originally intended to flow from the respective property onto any adjoining property or public right-of-way easement or redirect said flow. All drainage easements that may cross property of individual property Owner have to be maintained by the respective property Owner.

C. Location

No structure other than approved landscaping and/or entrance improvements shall be closer than fifty (50) feet to the front property line. No structure or general improvement other than approved landscaping and private driveway improvements shall be erected or placed on any property closer than thirty (30) feet to any other boundary line.

E. Water Supply and Individual Septic System

The source of domestic water supply is to be by individual water wells, shared wells or water tanks for water delivered. It is the responsibility of the individual property Owners to drill their own domestic well and to equip the well. All individual septic systems shall be constructed and comply to and with all Mohave County Health Department of Environmental Quality and all ADEQ (Arizona Department of Environmental Quality) standards. No septic system shall be located closer than one hundred (100) feet to any existing well. All water and septic systems shall be maintained so as not to disturb surrounding neighbors and/or property with offensive odors, noise and/or sight.

F. Parking and Storage

No vehicle of any type nor equipment inclusive of utility and sports equipment of any kind and type shall be parked or stored on any property boundary lines or on the roads for any reason, including, but not limited to, intended repairs, rebuilding, maintenance work and any other possible reason or potential activities.

G. 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 except in sanitary,

covered containers. In no event shall such containers be visible from neighboring property or the road, except when set out for a reasonable period of time before and after scheduled trash pickup times. No outdoor burning of rubbish shall be permitted.

H. Antennas and Generators

Antennas, satellite dish, power generators, propane tanks and any other device shall be installed in a manner that will not disturb the surrounding neighbors and their property by placing them out of visibility from the roads and neighbors or by landscaping around them to protect the aesthetic integrity of the property and/or noise reducing measures to protect the reasonable enjoyment by other property Owners of their respective property.

I. Nuisances, General Maintenance of Property and Signs

Without limiting any other provisions in the Article, each property Owner shall maintain and keep all structures and all property 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 property Owners of their respective structures and/or property. No vehicles, off road vehicles, dirt bikes or motors of any type without mufflers and other proper noise reduction devices shall be allowed. No noxious or offensive trade or activity shall be carried on or upon any property. Nor shall anything be done thereon which may be or become any nuisance to the neighborhood and no refuse piles, junk piles, wrecked car bodies, weeds or other unsightly objects shall be permitted to be placed or to remain upon said property. In the event of any Owner not complying with the above provisions, the Declarant or their successors and assigns, shall have the right to enter upon the property and remove the offending objects at the expense of the property Owner, who shall repay the same upon demand and any such entry shall not be deemed as trespass.

6. GENERAL PROVISIONS

A. Enforcement

The CC&R's contained in this Declaration shall run with the land and be binding upon all persons owning, leasing, subleasing or occupying any property after the date on which this instrument shall have been recorded in the office of the Recorder of Mohave County, State of Arizona. This Declaration may be enforced by the Declarant, by the Owner or lessee of any property, by the holder of a Bona Fide First Mortgage on any property or any one or more of said persons acting jointly, provided, however, that any breach by reason thereof shall not defeat or adversely affect the lien of a Bona Fide First Mortgage upon any property, but each and all said CC&R's shall be binding upon and effective against any Owner, lessee or occupant of said property whose title thereto is acquired by foreclosure or otherwise, and provided also that the breach of any said CC&R's may be enjoined, abated or remedied by appropriate proceedings, notwithstanding the lien or existence of any such Bona Fide First Mortgage. 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 CC&R's, herein contained as fully as though this instrument were therein set forth in full; provided, however, that the terms and conditions of this instrument shall be binding upon all persons affected by its terms, whether express reference is made to this instrument or not. No failure of the Declarant or any other person or party to enforce any of the CC&R's contained herein shall, in any event, be construed or held to be a waiver thereof or consent to any further or succeeding breach or violation thereof.

B. Declarant's Exemption

Nothing herein shall be construed as prohibiting Declarant and its representative from maintaining a sales office on any property or engaging in activities which Declarant deems appropriate to its sales program.

C. Invalidity

Invalidation of any of these CC&R's by judgment, court order or otherwise shall in no way affect the validity of any of the other provisions of the Declaration, all of which shall remain in full force and effect.

D. Amendments

This Declaration may be amended at any time by instrument executed by the Owners of at least seventy-five percent (75%) of the property Owners included within this Declaration. Declarant reserves the right to unilaterally amend this Declaration until seventy-five (75%) of the property has been sold and any such amendment shall not be effective until the recording of such instrument.

E. Term

The CC&R's 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 their Declaration, from which time they shall be automatically renewed and extended for successive periods of ten (10) years, unless terminated as of the end of such initial twenty (20) years or any successive ten (10) year period, 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 the Owners of at least seventy-five percent (75%) of the property included within this Declaration and recorded in the office of Mohave County Recorder.

7. STRUCTURES AND OTHER IMPROVEMENTS MINIMUM REQUIREMENTS

A. Material Restrictions

Any single family residential structure or approved barn, shed or other improvement

placed upon any property shall be new construction and no building shall be moved from any other location on to any said property except what follows under Paragraph "B" below. Materials suited for the high desert location shall always have preference.

B. Homes

Any ground set manufactured home or mobile home, site built single family residence or approved barn, shed or other structure on improvement placed upon any lot shall be of new construction. Travel trailers or recreational vehicles are not allowed on any property for residential purposes.

C. Fences and Walls

Fences or walls, not exceeding six (6) feet in height, may be erected. The setback requirements as set forth in the CC&R's Article 5, Paragraph C, page 4 and Paragraph 17 of the Real Estate Purchase Agreement must be observed. There are no setbacks between the subject lots.

D. Animal Housing

All animal shelters and animal housing of any kind shall be confined within a fenced area, and all fences, shelters and any other animal housing shall be constructed of new material or the equivalent thereof and of such height and strength as to adequately contain any and all permitted animals. All such areas shall at all times be kept clean, with all manure removed on a regular basis.

E. Landscaping

All structures and other improvements such as driveways shall have as a minimum requirement simple desert landscaping within six (6) months after occupancy of said structure, in such a manner as to enhance, beautify, protect and improve the value of the property and to provide an orderly and clean appearance of the property.

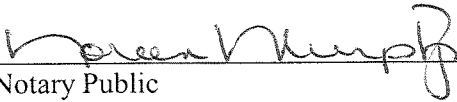
IN WITNESS WHEREOF, PIONEER TITLE AGENCY, INC., as Trustee, Trust No. 9291, executed this Declaration this 12th day of January, 2016.

PIONEER TITLE AGENCY, INC., as Trustee and
not personally

BY: 
TRUST OFFICER

STATE OF ARIZONA)
)ss.
County of Mohave)

This instrument was acknowledged and executed before me this 12th day of January, 2016 by Veronica Mascarello who acknowledged to be the Trust Officer for PIONEER TITLE AGENCY, INC., an Arizona corporation, as TRUSTEE and as such officer, being authorized so to do, signed the name of the corporation as such officer.



Notary Public

My Commission Expires:
April 20, 2017

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