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Declaration of Currents

**Declaration of Covenants, Conditions
and Restrictions
for
COPPER CANYON VILLAGE**

This Declaration, made on the date herein set forth by Copper Canyon Village, an Arizona L.L.C., the owner of the following described subdivision located in the City of Prescott, Yavapai County, Arizona, to-wit:

COPPER CANYON VILLAGE, according to the plat of record in the office of the County Recorder of Yavapai County, Arizona, in Book 34 of Maps, pages 1-3,

desiring to establish uniform Covenants, Conditions and Restrictions relating to the Subdivision, in order to establish the nature of the use and enjoyment of the Subdivision, does hereby declare the Subdivision to be subject to the following express covenants, conditions and restrictions as to the use and enjoyment thereof, all of which are to be construed as restrictive covenants running with the title to the Subdivision, and with each and every lot thereof:

ARTICLE I SUBJECT PROPERTY

1.1 The property subject to this Declaration shall be all lots in Copper Canyon Village Subdivision.

ARTICLE II LAND USE

2.1 Each owner shall be entitled to the exclusive use and benefit of each lot, except as otherwise expressly provided herein.

2.2 All lots shall be used for residential purposes only. No more than one single family residence shall be constructed on each lot. Guest quarters or servants' quarters must be integral to the residential structure. It is the intent of the Developers to maintain a natural environment with continuity of building appearance to protect property values.

2.3 All owners shall comply with the laws and regulations of the State of Arizona, County of Yavapai, City of Prescott and any municipality or other governmental agency having jurisdiction with respect to fire protection, building construction, water, sanitation and public health and safety.

ARTICLE III ARCHITECTURAL CONTROL

3.1 All improvements on any lot shall comply with applicable building codes of Yavapai County and the City of Prescott.

3.2 Creation of Architectural Review Committee. In order to promote and maintain cooperation for the full enjoyment of the subdivision by the owners, the subdivision is hereby declared to be subject to the powers of the Architectural Review Committee, which shall initially consist of the Developers, Michael and Barbara Blackie/Copper Canyon Village LLC. Upon construction of 18 residences and the sale of all 36 lots the committee shall consist of three persons who reside in the subdivision and are elected by the owners of the residences.

3.3 The Architectural Review Committee shall operate under specific Guidelines which are included herein titled "Architectural Guidelines," ADDENDUM A.

3.4 No improvements shall be constructed, added to, have its exterior altered, be painted or repainted, or be placed on any lot unless plans and specifications for same shall have been delivered to and approved by the Architectural Review Committee.

3.5 Plans for a Preliminary Design Meeting must include a draft Site-plan, Floor Plan, all Exterior Elevations and Landscaping. Plans must demonstrate how the structure will conform to the architectural guidelines, site conditions (i.e. existing trees, rocks and waterways), as well as specifications of all materials, colors, finishes and plants.

3.6 Factors to evaluate. The committee shall consider topography, location in relation to other structures and property lines and harmony of external design. The committee may, in its discretion, withhold consent with respect to any proposed construction if the committee finds the proposal would be inappropriate for the particular lot or incompatible with the quality and high design standards of the subdivision. Considerations such as color, design, view, effect on other lots, disturbance of existing terrain and vegetation, and any other factors which the Committee reasonably believes to be relevant may be taken into account by the Committee in determining whether approval shall be granted. The Architectural Review Committee shall return a written evaluation of the Preliminary Design Drawings within 10 business days to the applicant/owner.

3.7 Design Services. It is strongly recommended that an owner retain competent professional services for planning and design of a building. A thorough analysis and understanding of a particular lot and the owner's special needs and the skill to translate the same into building form, as well as the ability to convey to the Committee the concept, are all important elements of the design review process.

3.8 Final Design Review. Before any construction may begin on any parcel the Final Design Review must be completed and a written approval of the Final Working Drawings obtained from the Architect-

ural Review Committee. All plans must be approved by the Architectural Review Committee before submitting to the City of Prescott.

3.8 Time Limitations. The Committee shall render its decision either approving or disapproving any proposed construction within thirty days after the Final Plans are submitted to the Committee. All decisions of the Committee shall be in writing.

ARTICLE IV GENERAL REQUIREMENTS

4.1 Buildings. All lots shall be for residential use only, and construction thereon is restricted to single family residences. No mobile homes, manufactured homes, trailers or recreational vehicles shall be used as living quarters on any lot, except that an owner may store trailers, recreational vehicles and the like in an enclosed garage. Provided further that a temporary trailer sales office may be maintained upon any lot by the developer for the purpose of selling lots or residences, but such temporary structures shall be removed at completion of construction or at the time of selling the remaining lots.

4.2 Garages. An attached garage large enough to accommodate at least two automobiles and/or light trucks is required.

4.3 Timeliness of Construction. Construction of all residences shall be completed within one year after the date of commencement of such construction. Completion of all landscaping according to plans shall be completed within an additional six months.

4.4 Size. All residences shall contain not less than 1,800 square feet of living area excluding garages, porches, patios or decks. No residence shall have more than two stories or exceed thirty-five feet in height, measured as the average between the uphill and downhill sides of the structure at the highest part of the roof. When there is a second story the ground level living area must be at least 1,200 square feet. Any variation from these standards must be approved in writing by the Architectural Review Committee.

4.5 Site Plans. The site plan shall show the structure, location and dimensions within the building envelope, the driveway with parking areas, location of waterway easements, and locations of all trees over three inches in trunk diameter one foot from the ground. All eaves, steps, decks, patios, porches, roof overhangs, trims, gutters, drains and chimneys shall also be located within the building envelope. All structures must meet all setback requirements of the City of Prescott and any other governmental agency having jurisdiction.

4.6 Foundations. All residences shall be placed on permanent foundations. Foundations shall be constructed of poured concrete, concrete block, brick stone masonry or pumice blocks. Exposed portions of foundations shall be painted or sided if more than twelve inches above ground level.

4.7 Roofs. All roofs shall be Type A or B fire rated materials. All roofing shall be of a harmonizing color and style with the residence. All metal flashing, gutters, drip edges, roof vents and pipes shall be painted a matching color.

4.8 Fire Sprinkler System. A residential sprinkler system shall be designed and installed in accordance with City of Prescott specifications.

4.9 Compatibility. All residences and landscaping shall be designed and constructed to be compatible with the hilly wooded area of the subdivision and exterior colors shall blend with the natural surroundings.

4.10 Trees. No living trees shall be cut or removed, except when necessary for the construction of a residence. Replanting of all removed trees is required and must be indicated on proposed site plan.

4.11 Easements. No owner shall fill, block or obstruct any drainage easements or drainage structures identified on the subdivision drainage plan.

4.12 Street parking shall adhere to all laws and regulations as per the City of Prescott Arizona. No motor vehicle, trailer, boat, machinery or any type of vehicle may be permanently parked on any street. If any such vehicle is left on a street, it may be towed away at the expense of the owner.

4.13 Garbage Disposal. Trash, garbage or other waste shall be kept in sanitary containers, and all containers shall be kept in a clean and sanitary condition. Containers must be kept in an animal proof, screened/fenced area or in the garage, in such a manner so as not to be visible from neighboring property, except when temporarily placed adjacent to the street for collection.

4.14 Fences. No perimeter lot fencing shall be constructed. The exception may be a patio fence. Plans showing the length, height, design, material, finish and color must be submitted at the preliminary design stage. All such fencing must enhance the residence and be constructed of the same building materials. Lots 1, 2 & 3 may build a rear lot line fence of continuous design and materials.

4.15 Driveways. All driveways must be a minimum of 12 feet wide, constructed of concrete or equivalent and provide parking for two vehicles. Driveways shall be of natural earth tones.

4.16 Care of Lots. All vacant lots shall be kept free of rubbish and litter. The yards and grounds of all improved lots shall at all times be kept in a neat and slightly condition and shall be cultivated and groomed to minimize overgrowth and fire hazards and to maintain a neat appearance.

4.17 Antennas, Satellite Dishes. No antennas, large satellite dishes, towers, or other aerials for the reception or transmission of radio or television broadcasts or other means of communication through the air shall be installed or maintained. (Excluded are 18" satellite dishes which may be installed on the side or rear of structures.)

4.18 Commercial Activity. No commercial business or trade shall be conducted or carried on upon any lot, nor shall anything be done on any lot which may become an annoyance or nuisance to the owners of other lots. Notwithstanding the above, the private activity of artists, architects, designers, sales representatives or similar activities which do not generate activity or traffic shall be permissible. All such activity shall be within the City of Prescott Home Occupations guidelines.

4.19 Signs. No billboards or signs shall be placed on any lot at any time, except 18"x 24" "for sale" signs, or a single sign on a lot made from natural wood materials stating the name and address of the occupant, not to exceed two square feet in area.

4.20 Mail boxes. Mail boxes are to be designed and constructed to blend with the environment and match the materials and style of the residence.

4.21 Firewood. Storage of firewood must be in an area out of public and neighbors view.

4.22 Animals. No animals, reptiles or poultry shall be raised, bred or kept except that two household animals (dogs or cats) may be kept on the owners lot, subject to rules and regulations adopted by the Architectural Review Committee and all City of Prescott ordinances.

4.23 Good Repair. All improvements shall be kept in good state of repair and all wood surfaces shall be kept painted, stained or oiled.

4.24 Repair and Storage of Vehicles. No automobile, truck, trailer, recreational vehicle, mobile home, bulldozer, backhoe or other heavy equipment, boat, aircraft or other vehicle shall be kept, stored, constructed, reconstructed, serviced or repaired on any lot except and unless the same is within a garage.

4.25 Landscaping. All lawns and vegetation shall be kept mowed and groomed to minimize overgrowth and fire hazards and to maintain a neat appearance.

ARTICLE V GENERAL PROVISIONS

5.1 Enforcement of Declaration. Any one or more of the Declarant, the Developer, an Owner or the Committee shall have the right to institute and prosecute any proceedings at law or in equity for the enforcement of this Declaration and each provision thereof, against any person or persons violating or threatening to violate this Declaration, or any provision hereof, including the right to enjoin any breach of this Declaration irrespective of any showing of irreparable damage, and

to recover any damages suffered by them from any violation hereof. The prevailing party shall be entitled to recover reasonable attorneys' fees, costs and expenses incurred in connection with any such proceedings.

5.2 Failure to Enforce Provisions. No waiver or failure to enforce a breach of the provisions of this Declaration or of the Covenants, Conditions and Restrictions herein contained, shall be construed to be a waiver of any other breach of the same, or a waiver of any other provision of this Declaration.

5.3 Notice. Recordation of this Declaration shall be constructive notice to all Persons who may acquire an interest in any of the Lots. All instruments of conveyance or assignment of any interest in any Lot may refer to this instrument and shall be subject to the Covenants, Conditions and Restrictions herein contained as fully as though this instrument were therein set forth in full.

5.4 Severability. Each provision of this Declaration is intended to be severable. If any provision hereof shall be declared by a court of competent jurisdiction to be illegal, unenforceable or invalid for any reason whatsoever, such action shall not affect the validity of the remainder of this Declaration.

5.5 Duration. This Declaration and the Covenants, Conditions and Restrictions contained herein, shall remain in full force and effect for a term of twenty years from the date of recording of this Declaration. They shall automatically renew for successive periods of ten years unless terminated by 75% of the lot owners.

5.6 Amendments. This Declaration may be amended at any time by an instrument specifying the amendment or change, signed by the owners of at least seventy-five percent (75%) of the lot owners, and such amendment shall become effective on the Recording of such instrument.

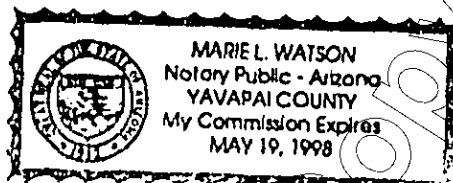
5.7 Binding Effect. This Declaration shall be binding upon and inure to the benefit of the Declarant and each Lot owner and shall run with the title to the Subdivision and each Lot thereof.

Dated this 10th day of December 1996

by Barbara J. Blackie

NOTARY PUBLIC

Mari L. Watson 12/10/96



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ARCHITECTURAL GUIDELINES
FOR
COPPER CANYON VILLAGE

ADDENDUM A

LEGAL NOTICE

This is a legally binding document and is incorporated by reference in Article III of the Covenants, Conditions and Restrictions (CC&R's) for Copper Canyon Village. These regulations are legally enforceable in any Court of Law by members of the Architectural Review Committee. If these regulations are not complied with, and legal action becomes necessary, any and all remedies set forth in this Article, including the award of costs and attorneys fees, may be sought against the property owner.

I. INTRODUCTION

The intent of the Architectural Design Review is to monitor proposed construction projects and their compliance with the CC&Rs established for the benefit of all residents of Copper Canyon Village. The submittal of incomplete plan sets will result in the plans being returned to the property owner, unreviewed.

II. REVIEW PROCESS

A. Preliminary Design Meeting: Early in the design process, and at least five business days prior to the Design Meeting the applicant/owner shall submit to the Architectural Review Committee two sets of the following preliminary documents described in paragraph B below: Site-plan, Floor Plan, Exterior Elevations (4), and Landscaping Plan. The Preliminary Design Meeting may take place on-site or at the Committee's designation, and reviews the design for compliance with all Architectural Guidelines.

A-1. The Architectural Review Committee shall use reasonable discretion in the evaluation and interpretation of the plans and shall return a written evaluation within 10 business days of the meeting.

B. Final Design Review: Before any construction, grading or excavating may begin on any lot the owner/applicant must obtain the written approval of the Architectural Review Committee. At least 7 business days prior to the scheduled date of the Final Design Review Conference the applicant/owner shall submit two sets of final working drawings and samples to the Committee.

B-1 Site Plan: The site plan shall be a minimum scale of 1" = 10' clearly showing the location of the house (with dimensions to property lines), all roof overhangs, proposed location of all utility trenches from the street to house, existing and proposed grades, including finished grade elevations at all building corners, grading and drainage plans and materials, finished floor elevations, driveway slope, setbacks, easements, a minimum of 2 off-street parking spaces, patios, walks and all other improvements. Location of existing trees over three inches in diameter and the replanting of removed trees are to be included on the Site-plan or a separate Landscaping Plan.

B-2 Floor Plan: Scale minimum 1/4" = 1 ft. clearly showing all interior areas with names, dimensions and features, also exterior patios, decks, balconies, garage and storage areas, and livable square footage for each floor.

B-3 Exterior Elevations: Scale minimum 1/4" = 1 ft. clearly showing all design features, building materials, proposed finishes, vertical dimensions from finish grade to roof ridge, accurate location of existing grade and any grade change.

B-4 Exterior Materials and Color: Material and color samples shall be submitted to the committee, clearly indicating their location and use.

B-5 Upon review, and within 30 days, the Committee will issue the owner/applicant a written report, either giving its approval to the proposed project, or stating specific objections to elements of the design which do not meet the Architectural Guidelines.

- C. APPEAL:** Specific objections may be appealed to the Architectural Review Committee in writing, describing how the design element enhances or meets the intent of the Architectural Guidelines.
- D. DISCLAIMER:** No member of the Architectural Review Committee shall be responsible in any way for any defects in any plans and/or specifications submitted in accordance with the contents of these regulations, nor for any structural defects in any building or structure erected according to such plans and/or specifications.
- E. HOLD HARMLESS:** All Architectural Review Committee members, both past and present, shall be held harmless for decisions made while serving on the Architectural Review Committee.

III. ARCHITECTURAL GUIDELINES

- A.** The General Requirements set forth in Article IV are hereby incorporated by reference.
- B.** Each residence shall be designed to be compatible with the topography and vegetation on the site. Exposed cut and fill should be minimized with the final constructed residence blending into the natural environment.

- C. Exterior design should be consistent on all elevations. For example, a wood-sided front elevation would also be wood on all others.
- D. Roof lines, materials and treatments should compliment the Copper Canyon Village Area. Roof lines should not be opposed to the slope of the land. Roof materials should blend with the natural colors and textures of the landscape. All metal flashing, gutters, roof vents, etc. shall be painted or treated to blend with its surroundings. Sky lights shall be bronze or neutral in color.
- E. No air-conditioning unit, heat pump or evaporative cooler shall be placed on or above the roof of any building. No window air-conditioner may be approved. Solar equipment on the roof will be judged on an individual basis, with approval depending on the compatibility of design with the total structure, its impact on the street elevation and neighbors views.
- F. Minimum livable area shall be 1800 square feet for a single level home, and 1200 square feet for the first level of a two story home. This includes heated living areas only and does not include garage storage, decks, patios, etc. For tri-levels the intermediate level shall be a minimum of 1200 square feet.
- G. No residence shall have more than two stories or exceed thirty -five feet in height, measured by City of Prescott standards.
- H. Construction of all residences shall be completed within one year after the date of commencement of such construction. This is to include removal of all construction equipment and materials.
- I. An attached garage large enough to accommodate at least two automobiles is required for each residence. In addition to the garage, there must be at least two off-street parking spaces, a minimum length of 22 feet and width of 12' per space. The driveway may be used for this requirement.
- J. Landscaping shall be designed in a manner consistent with the surrounding terrain and vegetation. Completion time must be within six months of residence completion.
- K. Retaining walls over 4 feet are not recommended. If the topography requires a retaining wall higher than four feet, then two shorter retaining walls forming a terrace are required.
- L. No structure is permitted in the setback area. Walkways and drive ways may be permitted in the setback area if they conform to the terrain.
- M. The construction contractor/owner shall be responsible for replacing all damaged road surfaces, curbs, gutters and sidewalks damaged during construction, at the completion of the project. All repairs must be in accordance with professional standards and in the original configuration and materials.

- N. **Construction Management:** During construction all building sites shall be kept clean of waste materials with bi-weekly removal or contained in a locked dumpster. All building materials must be neatly stored within the lot perimeters. Construction hours are limited to 7:00 AM to 7:00 PM, Monday through Saturday. All excess material from excavation shall be removed or backfilled at the foundation or retaining wall completion.
- O. Specific design elements and materials that are acceptable and unacceptable are listed below for clarification.

ACCEPTABLE

UNACCEPTABLE

DESIGN STYLES

Contemporary
Southwestern
Ranch
Spanish/ Mediterranean
Early American
Classic/Traditional

Geodesic Dome
Pyramid
"A" Frame
Modular
Manufactured

EXTERIOR SIDING MATERIALS

Wood Siding
Shingle
Stone - real or cultured
Decorative Stucco
Brick

Aluminum Siding
Exposed Concrete Bloc

ROOFING MATERIALS

Concrete or Clay Tile
Fire rated Wood Shakes
Heavy Butt Asphalt Shingles
Slate

Glossy Sheet Metal or Tin
Built-up Composition

EXTERIOR COLORS

Earth Tones and Related Shades

High Contrast Color Scheme

- O. **Water Drainage:** Water must follow natural course and exit property at original point of exit when owner purchased property. Gutters and down spouts or appropriate erosion control measures at drip line are required on every applicable roof line. The rain gutter water is not to be directed to a neighboring property but to the street, to a natural existing wash area, or to landscaped areas with minimum buried 4" PVC or flexible tubing.
- P. **Signs:** "For Sale" signs must not exceed 18" x 24". Individual contractor's and/or architect's signs are permitted during the course of construction and may contain the contractor's name, logo, phone number and license number. Upon sale of the home, the contractor is to remove the sign.

COPPER CANYON VILLAGE
DESIGN REVIEW CHECK LIST

PRELIMINARY DESIGN MEETING

DATE _____

FINAL DESIGN REVIEW

DATE _____

NOTES

SITE PLAN

Topo Elevations _____
Set backs _____
Dimensions _____
Driveway _____
Walkways _____
Parking _____
Waterways _____
Drainage _____
Retaining Walls _____
Trees _____
Landscaping _____

FLOOR PLAN

Square Footage _____
Garage _____
Fire System _____
HVAC _____
Patio _____

ELEVATIONS

Style _____
Siding _____
Roof _____
Foundation _____
Slope _____

MATERIALS

Siding _____
Windows _____
Roof _____
Trim _____
Paint _____