



INSTRUMENT # 9413027  
OFFICIAL RECORDS OF  
YAVAPAI COUNTY  
MARGO W. CARSON

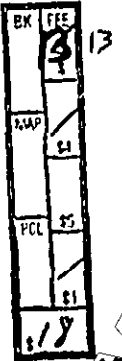
REQUEST OF:

CRAIG BISHOP

DATE: 03/03/94 TIME: 11:40

FEE: 13.00 SC: 4.00 PT: 1.00

BOOK 2788 PAGE 392 FOLIO: 013



DECLARATION OF RESTRICTIVE COVENANTS  
FOR  
MINT CREEK RANCH

YAVAPAI TITLE COMPANY, an Arizona corporation, as  
Trustee, the owner of the following described Subdivision  
located in Yavapai County, Arizona, to-wit:

MINT CREEK RANCH, according to the plat of  
record in the office of the County Recorder  
of Yavapai County, Arizona, in Book 30 of  
Maps, page 81;

desiring to establish uniform covenants, conditions and re-  
strictions relating to the Subdivision, in order to establish  
the nature of the use and enjoyment of the Subdivision, to  
insure the use of the Subdivision for attractive residential  
purposes only, to prevent nuisances, and to secure to each Lot  
Owner the full benefit and enjoyment of his property, 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 Subdivi-  
sion, and with each and every Lot thereof:

ARTICLE I. DEFINITIONS

The following words when used in this Declaration,  
unless the context otherwise specifies or requires, shall have  
the following meanings:

1.1 Accessory Buildings. "Accessory Buildings"  
means any structure other than a Residence.

1.2 Board. "Board" means the Architectural Review  
Board created pursuant to Article IV.

1.3 Buildings. "Buildings" means and includes all  
Residences and Accessory Buildings.

1.4 Carport. "Carport" means a structure which is  
not completely enclosed and which is used for parking automo-

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biles and/or Light Trucks therein. The term "Carport" is included within the term "Residence" if it is attached to and made a part of the Residence, and is included within the term "Accessory Building" if it is not attached to the Residence.

1.5 Declarant. "Declarant" means Yavapai Title Company, an Arizona corporation, as Trustee, its successors and assigns.

1.6 Declaration. "Declaration" means this Declaration of Restrictive Covenants, as the same may be amended, from time to time.

1.7 Developers. "Developers" means Craig Bishop and Bette Bishop, their successors and assigns.

1.8 Garage. "Garage" means a completely enclosed structure used for parking automobiles and/or Light Trucks therein. The term "Garage" is included within the term "Residence" if it is attached to and made a part of the Residence, and is included within the term "Accessory Building" if it is not attached to the Residence.

1.9 Improvements. "Improvements" means all Buildings, roads, driveways, parking areas, fences, retaining walls, stairs, decks, windbreaks, poles, mailboxes, exterior light fixtures, signs, towers or any other structure or fixture of any other type or kind on a Lot or on or within the Subdivision.

1.10 Light Trucks. "Light Trucks" means 1/2 ton or 3/4 ton pickup trucks.

1.11 Lot. "Lot" means a portion of the Subdivision which is shown as a separate numbered lot on the Plat. Unless the context indicates otherwise, the term "Lot" also includes all Improvements thereon.

1.12 Owner. "Owner" means (i) the buyer as to each Lot under a recorded contract for conveyance of real property so long as the buyer's interest has not been forfeited or foreclosed; (ii) the beneficial owner as to each Lot to which the record title is held by a trustee; (iii) in all other cases, the record holder of legal title.

1.13 Person. "Person" means a natural individual, corporation, partnership or any other legal entity.

1.14 Plat. "Plat" means the Plat of Mint Creek Ranch recorded in the office of the County Recorder of Yavapai

County, Arizona, in Book 30 of Maps, page 81, and any amendments thereof.

1.15 Record. "Record", "Recorded" and "Recordation" means, with respect to any document, the recordation or filing of such document in the office of the County Recorder of Yavapai County, Arizona.

1.16 Residence. "Residence" means a structure used for residential purposes, including a Garage attached to and made a part thereof.

1.17 Single Family. "Single Family" means one or more persons, each related to the other by blood, marriage or legal adoption or a group of not more than three persons not so related, together with his or her domestic servants and transient guests.

1.18 Subdivide. "Subdivide" means the division of a Lot into two or more parcels. The term does not include the combining of two or more Lots into a single parcel, nor does it include an adjustment of the boundary line between two Lots so long as such boundary line is not moved by more than ten feet in either direction.

1.19 Subdivision. "Subdivision" refers to Mint Creek Ranch, according to the Plat of Record.

1.20 Visible from Neighboring Property. "Visible from Neighboring Property" means, with respect to any given object or activity, that such object or activity is or would be in any line of sight originating from any point six feet above any adjoining property, excluding contiguous property owned by the Owner of the Lot involved, but including streets, assuming that such adjoining property has an elevation equal to its actual elevation or the highest elevation of the ground surface of that portion of the Lot upon which such object or activity is located, whichever elevation is lower.

## ARTICLE II. PROPERTY SUBJECT TO DECLARATION

2.1 The property subject to this Declaration shall be all Lots in the Subdivision.

## ARTICLE III. USE OF THE PROPERTY

3.1 Each Owner shall be entitled to the exclusive use and benefit of each Lot owned by him or her, except as otherwise expressly provided herein.

#### ARTICLE IV. ARCHITECTURAL CONTROL

4.1 Introduction. All Lots shall be used for residential purposes only. Not more than one single family Residence shall be constructed on each Lot. Provided, however, that an Accessory Building may contain guest dwelling quarters or servants' quarters, but no facilities for the preparation of food shall be permitted therein. Guest dwelling quarters and servants' quarters may not be rented, except in connection with the renting or leasing of a Lot as a single unit and transaction. It is the intent of the Declarant and the Developers to maintain a natural environment in a country setting with continuity of building appearance being primary to protect property values.

4.2 Creation of Board. 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 Board, which shall consist of three Persons, two of whom shall be Owners. The initial Board shall consist of the Developers and one other Person selected by them. The Board may designate a representative to act for it, from time to time. In case of the death or resignation of any member of the Board, the remaining member or members shall have full authority to designate a successor or successors. Neither the members of the Board nor its designated representative shall be entitled to any compensation for services performed by them, provided, however, that Developers may compensate a representative of the Board, if they desire to do so. In the event that the deaths or resignations of all members of the Board shall occur without successors having been appointed, the Owners shall elect the successors.

4.3 Additional Rules and Regulations. The Board may make rules and regulations of general applicability governing its operation and construing any portion of this Declaration. The rules and regulations so adopted by the Board shall be deemed to be adopted and in full force and effect, unless a majority of the Owners sign a statement or petition objecting to any portion of the rules and regulations, and deliver the same to the Board or its representative within ten days after receiving notice of the proposed rules and regulations.

4.4 Construction Requiring Consent. No Improvements shall be erected, added to, have its exterior altered, be painted or repainted, or be placed or be permitted to remain on any Lot unless plans and specifications for the same and the location thereof shall have been delivered to and approved by the Board before commencement of any work. All plans for landscaping shall be submitted to the Board and approved by the

Board before beginning any work. At a minimum, plans must include all elevations of all Buildings to be erected or placed on any Lot with grades conforming to the site conditions, together with specifications, nature, kind, shape, height, materials and color of exterior finish to be used.

4.5 Factors to Be Considered. The Board shall consider topography, location in relation to other structures and property lines and harmony of external design. The Board may, in its discretion, withhold consent with respect to any proposed construction if the Board 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 Board reasonably believes to be relevant may be taken into account by the Board in determining whether approval shall be granted.

4.6 Professional 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 Board the concept and design of a proposed Building, are all important elements of the design review process. If an Owner elects to do his own design or to retain non-professional design services, and the result in either case is not approved by the Board, the Board has the right to require that an Owner thereafter utilize professional design services.

4.7 Time Limitations. The Board shall render its decision either approving or disapproving any proposed construction within sixty days after the plans therefor are submitted to the Board or its designated representative. In the event the Board fails to render a decision with respect to any proposed construction within such sixty day period, it shall be conclusively presumed that the proposed construction has been approved. All decisions of the Board shall be in writing.

#### ARTICLE V. SPECIFIC REQUIREMENTS.

5.1 Buildings. All Lots shall be for residential use only, and construction thereon is restricted to single family Residences and Accessory Buildings. 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 the

manner set forth in Paragraph (k) of Section 5.2. Provided further that temporary office, trailer office, tool shed, lumber shed and/or sales office may be maintained upon any Lot or Lots by the Developer or by a building contractor for the purpose of erecting and selling Residences on any Lot or Lots, but such temporary structures shall be removed at completion of construction or at the time of selling any Residence, whichever is later.

(a) Garages; Carports. A Garage large enough to accommodate at least two automobiles and/or Light Trucks is required, attached or detached to each Residence. All automobiles, Light Trucks and other vehicles shall be kept in Garages or Carports or otherwise screened so as to be not Visible from Neighboring Property.

(b) Completion of Construction. Construction of all Residences shall be completed within one year after the date of commencement of such construction. Construction of all Accessory Buildings and other Improvements shall be completed within three months after the date of commencement of construction.

(c) Size. All Residences shall contain not less than 1,950 square feet of living area, excluding Garages, Carports, porches, patios and decks. No Residence or Accessory Building shall have more than two stories or exceed thirty feet in height, measured as the average between the uphill and downhill sides of the structure at the highest part of the roof.

(d) Good Repair. All Improvements shall be kept in good state of repair and all wood surfaces shall be kept painted, stained or oiled.

(e) Accessory Buildings. Accessory Buildings shall be constructed in an architectural design and material similar to that of the Residence. No more than four Accessory Buildings (excluding Garages) shall be constructed on any Lot, and the total area of all buildings (including Residence and Accessory Buildings) shall not exceed ten percent (10.0%) of the total area of the Lot.

(f) Building Location. The Building Envelope is the portion of each Lot within which all Buildings must be placed. On the Plat, an appropriate Building Envelope has been identified for each Lot based upon the natural features of the Lot, views, relationship to adjacent building envelopes, and topography. Some modifications to the Building Envelope may be permitted by the Board upon an Owner's application, as part of

the design review process, but only if such modifications are reasonably necessary or desirable under the circumstances. All eaves, steps, stoops, patios, porches, roof overhangs, trims, gutters, drains and chimneys shall also be located within the Building Envelope. Corrals, barns or other structures for the keeping of livestock or other animals may be located outside the Building Envelope provided that the location thereof shall comply with Paragraph (a) of Section 5.2 and all setback requirements of the County or other governmental agency having jurisdiction with respect thereto.

(g) Foundations. All Residences and Accessory Buildings 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.

(h) Roofs. All roofs shall be of tile, cedar shakes, shingles, built-up four-ply construction or of three-tab composition. All built-up roofs shall be covered with neutral colored stone chips and shall be maintained covered. All roofing shall be of a harmonizing color and style with the Residence.

(i) Compatibility. All Residences and Accessory Buildings 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.

(j) Law Compliance. All Owners shall comply with the laws and regulations of the State of Arizona, County of Yavapai and any municipality or other governmental agency having jurisdiction with respect to fire protection, building construction, water, sanitation and public health.

(k) Building Codes. All Improvements on any Lot shall comply with the applicable building code of Yavapai County or other governmental agency having jurisdiction with respect thereto.

(l) Retaining Walls. All retaining walls shall be designed by an architect or civil or structural engineer, licensed as such in the State of Arizona.

## 5.2 Additional Requirements.

(a) Animals. Horses and other livestock (except swine and poultry) shall be permitted only on Lots 1



through 12, inclusive, 48, 49, 73 and 74, provided that all corrals, barns and other enclosures associated with the keeping and feeding of the livestock are at least forty feet from any Residence (whether the Residence is constructed before or after the construction of the corral, barn or other enclosure), and provided further that no more than four such animals shall be permitted at any time. Dogs, cats or other household pets shall be permitted on any Lot provided that they are not kept, bred or maintained for any commercial purpose, and provided further that not more than four such animals may be kept on any Lot, except that the litter of any such animal may be kept for a maximum period of eight weeks after birth. All domestic animals shall be leashed, kenneled or confined to the Lot, and not allowed to run at large. The keeping of animals of any kind shall not become a nuisance to other Owners (a nuisance may be in the form of noise, odor or the attraction of an inordinate amount of flies or other pests).

(b) Commercial Activity. No commercial or professional activity 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, nor shall any Lot be used as a hospital or sanitarium or other place for hire for the care or entertainment of persons suffering from any disease or disability whatsoever. Notwithstanding the foregoing, the private activity of artists, architects, designers, sales representatives or similar activities or the growing of produce shall be permissible.

(c) Fences. No fences or walls higher than six feet shall be constructed or installed upon any Lot, except as provided in Paragraph (q) of this Section 5.2. All perimeter fencing shall be of metal, stained wood or other decorative material, but shall not be slatted if chain link. No fence shall be constructed across or otherwise shall obstruct any riding easement or drainage easement. Each Owner shall be responsible for maintaining perimeter fencing in such a manner as to prohibit livestock from entering the Owner's Lot.

(d) Easements. Easements, as indicated upon the Plat, are reserved for the installation and maintenance of public service utilities. No Improvements shall be placed upon such easements which would interfere with the free use of the same for the purposes intended. No Owner shall fill, block or obstruct any drainage easements or drainage structures on his or her Lot, and Owners shall be required to make and forever repair and maintain all such drainage easements and drainage structures on his or her Lot, at his or her own expense. Owners shall be required to pay the cost of any repairs of any damage to any Improvements on any other Lot which may be caused



directly or indirectly by his obstructing, blocking or filling any such drainage easement or drainage structure.

(e) Street Parking. No motor vehicle, trailer, boat, farm machinery or any other type of vehicle may be parked on any street. If any such vehicle is left on a street, it may be towed away at the expense of the owner of such vehicle.

(f) Drilling and Mining Operations. No drilling, refining, quarrying or mining operations for minerals or oil shall be conducted on any Lot. However, drilling for the installation of a water well and excavating for the installation of a sewage disposal system and/or a basement shall be permissible.

(g) Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers, and all containers shall be kept in a clean and sanitary condition, and shall be screened in such a manner so as not to be visible from neighboring property, except when temporarily placed adjacent to the street for collection purposes.

(h) Signs. No billboards or signs shall be placed on any Lot at any time, except "for sale" or "for rent" signs, or a single sign on a Lot made from natural wood materials stating the name and address of the occupant, not to exceed six square feet in area. Provided, however, that the Developer may place larger signs during the period of development of the Subdivision.

(i) Firearms or Other Weapons. No hunting, target shooting or the use of firearms or other weapons shall be permitted within the Subdivision.

(j) Trees. No living trees shall be cut or removed, except when necessary for the construction of Residences and other Improvements or by thinning for the beautification of the Lot. Replanting of all removed trees is encouraged.

(k) 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 or other Accessory Building or unless it is screened by landscaping or other method approved by the Board so that it is not visible from neighboring property.

This restriction shall not apply to the keeping of automobiles and Light Trucks as permitted by Paragraph (a) of Section 5.1.

(l) Care of Lots. All vacant Lots in the Subdivision shall, at all times, 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 sightly condition and shall be cultivated and planted to the extent necessary to maintain an appearance which is not out of keeping with that of typical improved Lots within the Subdivision.

(m) Water Usage. Owners may water or irrigate a maximum of 10,000 square feet of area within any Lot. Drip irrigation is encouraged.

(n) Water Well Equipment. All water well pumping, operating equipment and transmission lines shall be constructed and/or installed so as not to extend above ground level. Water storage and/or pressure tanks shall be installed either within a Residence or within an Accessory Building.

(o) Sewage Disposal. Sewage disposal (disposal of human waste) shall be effected only by means of individual septic tanks, alternate systems or public sewage facilities. All septic tanks and alternate systems shall comply with the rules, regulations and standards of the Yavapai County Health Department or other governmental agency having jurisdiction with respect thereto. No septic tank or leach field shall be installed within fifty feet of any exterior Lot line.

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

(q) Sight Distance at Intersections. No fences, walls, hedges or shrub plantings which obstruct the line of sight at elevations between two feet and six feet above street level shall be placed or maintained on any corner Lot within the triangular area formed by the street Lot lines and a connecting line at points twenty-five feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the Lot lines extended. No trees shall be planted or maintained within such distances of such intersection unless the foliage is trimmed at sufficient height to prevent obstruction of such line of sight.

(r) Grading. Short term grading, excavation or bulldozing within any Lot, if done in such a manner so as not to create excessive dust or erosion of soils on nearby existing properties shall be permitted. All such clearing must be

wetted to avoid dust problems to neighboring Lots during grading and excavation.

(s) Further Subdivision. No Lot shall be Subdivided into less than two-acre parcels.

(t) Utilities. No above-ground utilities shall be installed or constructed within the Subdivision. Each Owner shall be responsible for running electrical, telephone and television cable from the Lot line to his Residence in compliance with the requirements of the appropriate utility company.

(u) Towers, Antennas, Aerials, Satellite Dishes and Other Facilities. No towers, antennas, aerials, satellite dishes or other facilities for reception or transmission of radio or television broadcasts or other means of communication or transmission through the air shall be installed or maintained on any Lot unless the same is or are no higher in elevation than the highest point of the Residence or Accessory Building to which it or they are attached or to which it or they are nearest to, and provided that it or they are placed upon a Lot so as to be screened by other Improvements or landscaping to the extent that they are not visible from neighboring property.

(v) Visibility of Clotheslines, Tanks and Materials. No clotheslines or fuel storage tanks shall be placed or maintained on any Lot in a location which is visible from neighboring property. No lumber, metal or bulk materials shall be kept, stored or allowed to accumulate on any Lot outside of a Residence or Accessory Building except during the process of residential or other building construction. Firewood may be stacked on a Lot provided that the quantity is limited for use on the Lot; firewood of a quantity intended for sale or for use elsewhere shall not be permitted.

(w) Driveways. All driveways shall be constructed or composed of cinder, gravel, decomposed granite, asphalt or concrete to a minimum width of twelve feet.

#### ARTICLE VI. GENERAL PROVISIONS.

6.1 Presumption of Compliance. Improvements, excavations, fill and other work existing or maintained within or upon any Lot at the time the Plat was recorded shall be conclusively presumed to be in compliance with this Declaration.

6.2 Enforcement of Declaration. Any one or more of the Declarant, the Developer, an Owner or the Board shall have

the right to institute and prosecute any proceedings at law or in equity for the enforcement of this Declaration and each provision hereof, 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 thereof. The prevailing party shall be entitled to recover reasonable attorneys' fees, costs and expenses incurred in connection with any such proceedings.

6.3 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 or the covenants, conditions and restrictions contained herein.

6.4 Construction. The provisions of this Declaration shall be liberally construed to promote and effectuate the fundamental concepts of the Subdivision as set forth in this Declaration, and no provision hereof shall be construed to excuse any person from observing any law or regulation of any governmental body having jurisdiction with respect to the Subdivision.

6.5 Notice. Recordation of this Declaration shall impart 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; provided, however, that this Declaration shall be binding upon all Lots and the Owners thereof, whether express reference is made to this Declaration or not.

6.6 Severable Provisions. 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 illegality, unenforceability or invalidity shall not affect the validity of the remainder of this Declaration.

6.7 Terminology. All captions, headings or titles in the articles, sections and paragraphs of this Declaration are inserted for convenience of reference only and shall not constitute a part of this Declaration or a limitation of the scope of the particular article, section or paragraph to which

they apply. All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender shall, where appropriate, include all other genders and the singular shall include the plural and vice versa.

6.8 Duration of Declaration. This Declaration and the covenants, conditions and restrictions contained herein, as the same may hereafter be amended in accordance with the terms hereof, shall remain in full force and effect for a term of thirty years from and after the date of recording of this Declaration, after which time they shall automatically be renewed and extended for successive periods of twenty years each, unless terminated as of the end of such initial thirty year period or any successive twenty year period, by the recording, within the one year period immediately preceding the expiration of such initial thirty year period or any successive twenty year period, of an instrument of termination, executed by the Owners of seventy-five percent (75.0%) of the Lots.

6.9 Amendment. This Declaration may be amended at any time by an instrument specifying the amendment or change, signed and acknowledged by the Owners of at least seventy-five percent (75.0%) of the Lots, and such amendment shall become effective on the Recording of such instrument.

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

DATED this 3rd day of March, 1994.

YAVAPAI TITLE COMPANY, as Trustee

By [Signature]  
Authorized Signature

Vice President

STATE OF ARIZONA

ss:

County of Yavapai)

The foregoing instrument was acknowledged before me this 3rd day of March, 1994, by [Signature] the Vice President of YAVAPAI TITLE COMPANY, an Arizona corporation, in its capacity as Trustee.

[Signature]  
Notary Public

My Commission Expires:

02/01/96

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