



CANDACE OWENS
COCONINO COUNTY RECORDER
OFFICIAL RECORDS OF
COCONINO COUNTY

INST: 96-07409 FEE:\$ 15.00
AT THE REQUEST OF:
HAYMAN & JOHNSON
DATE: 03/11/1996 TIME: 02:38
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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
GREENEHAVEN - UNIT III, PHASE 2

THIS DECLARATION is hereby made as of the date hereinafter set forth by GREENEHAVEN DEVELOPMENT CORPORATION, an Arizona corporation (hereinafter referred to as the "Declarant").

RECITALS:

(A) Declarant is the fee owner of that certain real property located in the County of Coconino, State of Arizona, which is more particularly described as follows:

LOTS ONE through NINETY-ONE, and TRACTS A, 8, 10, 11, 12, AND 13, GREENEHAVEN - UNIT III, PHASE 2, a subdivision according to the plat of record in the office of the County Recorder, in Case 6, Maps 53-53B, records of Coconino County, Arizona (hereinafter referred to as the "Subdivision").

(B) The Subdivision is part of GREENEHAVEN, a master planned community being developed by Declarant with the intention of creating a first class environment where all owners will take pride in installing and maintaining high quality improvements;

(C) The Subdivision is subject to the master Declaration of Covenants, Conditions and Restrictions for GREENEHAVEN recorded April 14, 1981 in Docket 830, Pages 114-142, records of Coconino County, Arizona (the "Master Declaration");

(D) The Master Declaration provided for the establishment of Greenehaven Property Owners Association, Inc., an Arizona non-profit corporation (the "Association"), which will own and maintain Tracts A, 8 and 10 of the Subdivision, and which (through the Board of the Association) will administer the architectural control provisions of the Master Declaration;

(E) In addition to the architectural control provisions of the Master Declaration, Declarant has deemed it desirable to establish covenants, conditions and restrictions upon the

subdivision and each and every lot and tract thereof, which will constitute a general scheme for the development and government of the subdivision and for the use, occupancy and enjoyment of the subdivision, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the subdivision;

(F) Declarant will hereafter hold and convey title to all of the subdivision, and each and every lot or tract thereof, subject to certain protective covenants, conditions, and restrictions hereinafter set forth.

DECLARATION:

NOW, THEREFORE, Declarant hereby covenants, agrees and declares that all of the subdivision 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 the subdivision, and all of which are declared to run with the land and to be binding upon all parties having or acquiring any right or title in the subdivision, or any part thereof, to be for the benefit of all of the subdivision described above and the owners of any part thereof, and their heirs, successors, grantees and assigns.

1. Single Family Residential Use. Lots 1 through 91 in the subdivision shall be known and described as single family residential lots and shall be used for residential purposes only.

2. Common Area Tracts. Tracts A, 8 and 10 shall be conveyed by Declarant to Greentown Property Owners Association, Inc., an Arizona nonprofit corporation, to be owned, maintained, and administered by said Association as part of the Common Area of Greentown pursuant to the Master Declaration. Tracts 8 and 10 shall be used for drainage, landscaping and open space. Tract A shall be used for: (a) a private access way and private easement for ingress and egress for pedestrian and vehicular traffic for owners and occupants of the lots or tracts in the subdivision and Greentown and for refuse collection and emergency service vehicles; (b) an easement for water or other utilities; and (c) landscaping incidental to the use and maintenance of Tract A as a private access way and private easement.

3. New Construction. All structures on the lots or tracts shall be of new construction and no building shall be moved from any other location on to any other lot or tract. All construction work shall be prosecuted diligently from commencement until completion so that no lot or tract shall remain in a partly finished condition any longer than reasonably necessary for the completion of the construction work.

4. No Temporary Structures. No temporary structure shall be constructed or placed on any lot or tract except as required in connection with the construction of the residential improvements; provided, however, that any temporary structure used during the course of construction shall be removed promptly upon completion of the improvements. Notwithstanding the foregoing, Declarant, or any successor, or a developer may maintain a temporary sales office used only for the purposes of the original sale of lots or residences constructed or to be constructed upon the lots or tracts; provided, however, that such temporary sales office shall be removed promptly upon completion of the original sale of the lots or residences. No mobile home or manufactured housing shall be permitted on any lots or tracts.

5. Underground Utilities and service Lines. All gas, electric, power, telephone, water, sewer, cable television and other utility or service lines and other lines of every kind or character (whether now or hereafter invented or used) shall be placed and kept underground (except to the extent, if any, such underground placement may be prohibited by law or, by the nature of the service to be rendered, such underground placement prevents the lines from being functional). This restriction shall apply to the service and utility lines for each and every lot and tract in the Subdivision, as well as to the distribution lines located in the streets or elsewhere in the Subdivision. However, the foregoing restriction shall not prohibit service pedestals and above-ground switch cabinets and transformers, where required.

6. Architectural Control. Any owner desiring to construct improvements on the lots or tracts shall be required to comply with the review of plans and specifications as required by the architectural control provisions of the Master Declaration. In addition, all improvements to be constructed on the lots shall comply with section 7 of this Declaration, and all improvements to be constructed on tracts 11, 12 and 13 shall comply with Section 9 of this Declaration.

7. Specifications for Residential Improvements on the Lots. No structure shall be erected, altered, placed or permitted to remain on any of the lots (1 through 91) in the Subdivision other than a detached single family dwelling, a private garage or carport, and certain permitted out buildings. All structures and improvements for the lots shall comply with the following:

7.01. Size of the Residence. No residence having a ground floor living area of less than 1400 square feet, including the walls proper of the house but excluding open porches, terraces, garage or carport or other similar extensions or projections, shall be erected, permitted or maintained on any of the lots. Each residence shall have at least a two-car garage or carport.

7.02. Height. Lots 1-34, 45, 46, 53, 54, 61, 62, 75, 76, 81, 82 and 86-90 shall be restricted to a building height of less than or equal to sixteen (16) feet above the natural grade building set back line at its upper most point on the lot. Lots 35-44, 47-52, 55-60, 63-74, 77-80, 83-85 and 91 shall be restricted to a building height of less than or equal to sixteen (16) feet above the center line of the pavement measured perpendicular to the lots frontage at its upper most point. Height limitations may be varied by the Board of the Association in instances where such height limit would impose an undue hardship on the owner of a lot because of the special topography of the lot and when the owner can provide a sightline study demonstrating that views from lots on higher ground are preserved. No antennas or other projections above the roof line will be permitted (except for fireplace chimneys and flues).

7.03. Exterior Colors. The color of all improvements shall be muted earth tones reflective of the surrounding terrain and no structures with the exterior color white or any very light color shall be permitted. Accent colors shall be permitted so long as they are in no way dominant.

7.04. Building Setbacks Lines. Where the degree of slope requires multilevel structures, the residential buildings and accessory structures should be stepped with the slope of the natural landform to avoid large areas of exposed foundation or the necessity for excessive cut and fill. Any lot with a slope less than 20% should present no significant building and vehicular access problems and all structures on such lots shall maintain a minimum 25 foot front yard setback. Any lot with a slope of 20% or greater but less than 30% shall maintain a 10 foot minimum setback for the garage or carport, which may be attached or separate from the residence; however, the residence shall maintain a 25 foot front yard setback. Any lot with a slope of 30% or greater shall maintain a minimum front yard setback of 10 feet and such structure shall be designed by a licensed architect.

7.05. Fences. Fencing is not required. An owner may install boundary line fencing of wood, brick, or block; provided, however, no such fence shall impair the view from any other lot or tract. No chain link fences or other metal fences are allowed.

7.06. Exterior Lighting. To enhance the scenic value and wilderness character of the subdivision, conventional street lighting will not be used. The owner of each lot will install and maintain in good and attractive operating condition a front yard low wattage (15 watts or less) lantern light which shall be in the design, size, height and location approved by the Declarant or the Board of the Association and

which shall be photo-electrically operated. Exterior floodlights or similar lights which cast illumination on adjacent lots are prohibited.

7.07. Roofing Materials. No flat roofs shall be permitted except those behind Santa Fe style architecture having parapet roofs with Vegas. No reflective, shiny or white roofs shall be permitted. All roofing material shall be earth tone tiles or wood shingles or shakes. No asphalt roof shingles are permitted.

7.08. Accessory Equipment. All heating and air conditioning or cooling equipment of any nature whatsoever, including solar energy devices, shall, if placed outside the residence, be architecturally concealed from view from neighboring lots and the streets to the maximum extent practicable. All such equipment shall be placed on the ground and no rooftop mechanical equipment of any kind is permitted except solar energy devices which may be roof mounted in accordance with design criteria adopted by the Board as part of the architectural control provisions. However, with respect to solar energy devices, if strict compliance with the design criteria for concealment would prevent the device from being functional or would otherwise effectively prohibit the installation or use of a solar energy device within the meaning of Arizona Revised Statutes, Section 33-439, as amended, then concealment shall only be required to the extent reasonably consistent with the installation and use of the device.

7.09. Resubdivision. None of the lots in the subdivision shall be resubdivided into smaller lots or conveyed in less than the full original dimensions of such lots as shown by the Plat.

8. Specifications for Residential Improvements on the Tracts 11, 12, and 13. No Structure shall be erected, altered, placed or permitted to remain on Tract 11, 12 or 13 in the Subdivision unless all such structures and improvements shall comply with the following:

8.01. Height. No structure shall be constructed with a building height in excess of sixteen (16) feet from the point at which the highest finished grade line of the lot adjoins the foundation of the structure. This height limitation may be varied by the Board of the Association in instances where such height limit would impose an undue hardship on the owner of a tract because of the special topography of the tract and when the owner can provide a sightline study demonstrating that views from lots on higher ground are preserved. No antennas or other projections above the roof line will be permitted (except for fire-place chimneys and flues).

8.02. Exterior Colors. The color of all improvements shall be muted earth tones reflective of the surrounding terrain and no structures with the exterior color white or very light colors shall be permitted. Accent colors shall be permitted so long as they are in no way dominant.

8.03. Fences. No chain link fences or other metal fences are allowed.

8.04. Exterior Lighting. To enhance the scenic value and wilderness character of the Subdivision, conventional street lighting will not be used. The owner or owners of each tract will install and maintain in good and attractive operation condition a front yard low wattage (15 watts or less) lantern light or lights which shall be in the design, size, height and location approved by the Declarant or the Board of the Association and which shall be photoelectrically operated. Exterior floodlights or similar lights which cast illumination on adjacent lots are prohibited.

8.05. Roofing Materials. No flat roofs shall be permitted except those behind Santa Fe style architecture having parapet roofs with Vegas. No reflective, shiny or white roofs shall be permitted. All roofing material shall be earth tone tiles or wood shingles or shakes. No asphalt roof shingles are permitted.

8.06. Accessory Equipment. All heating and air conditioning or cooling equipment of any nature whatsoever, including solar energy devices, shall, if placed outside the residence, be architecturally concealed from view from neighboring lots and the streets to the maximum extent practicable. All such equipment shall be placed on the ground and no rooftop mechanical equipment of any kind is permitted except solar energy devices, which may be roof mounted in accordance with design criteria adopted by the Board as part of the architectural control provisions. However, with respect to solar energy devices, if strict compliance with the design criteria for concealment would prevent the device from being functional or would otherwise effectively prohibit the installation or use of a solar energy device within the meaning of Arizona Revised Statutes, Section 33-439, as amended, then concealment shall only be required to the extent reasonably consistent with the installation and use of the device.

8.07. Resubdivision Allowed. Tract 1 and Tract 2 may be further subdivided into a condominium project or planned unit development upon compliance with all applicable laws and regulations.

9. Use of Garage as a Residential Structure. No

garage or other structure of any type whatsoever shall be erected on any of the lots or tracts until a residence shall have first been erected on said lot or tract. No garage or other accessory building or outbuilding shall be used for residential purposes.

10. Restriction Against Commercial Use. No store, office, hospital, sanitarium, or other place for the care or treatment of the sick or disabled, physically or mentally ill, nor any theater, saloon, or other place of entertainment shall be erected or permitted upon any of the lots or tracts or any part of them, and no business of any kind or character whatsoever shall be conducted in or from any residence on the lots or tracts, except those home occupations allowed under Section 14.2 of the Coconino County Zoning Ordinance.

11. Mobile Homes and Campers. No camper, van, recreational vehicle, mobile home or camp trailer of any type may be used on the lots or tracts for living quarters either temporarily or permanently. Storage of any of the foregoing vehicles must be in an enclosed garage, or carport or other structure so that it is not visible from any other lot, tract or the street. Boats may be parked and kept in a garage, carport or the paved area of any lot; provided, however, the Board may require that any unsightly boats be stored in a community storage area maintained by the Association and require the Owner to pay the reasonable storage charge then prevailing for such storage.

12. Signs. Except for signs permitted by the Board of the Association in the exercise of its architectural control function, no sign of any kind shall be displayed to public view from any lot of the Subdivision. Notwithstanding the foregoing, a single sign of reasonable dimension advertising a lot for sale or rent may be placed by the owner or his agent on the owner's lot, subject to reasonable regulation by the Board. Nothing herein shall prevent Declarant and its agents from utilizing reasonable signs, flags, markers, and sales devices in furtherance of sales activities until all lots and tracts in the Subdivision have been sold by Declarant.

13. Landscaping. The present natural desert state existing in the Subdivision shall be maintained insofar as possible and landscaping added shall be in harmony with the existing environment. Landscaping shall be trimmed to the extent necessary to preserve views of Lake Powell, Navajo Mountain and surrounding cliffs on neighboring lots or tracts.

14. Unsightly Items. All rubbish, trash, garbage, weeds, and unsightly materials or objects of any kind shall be regularly removed from a lot or residence by the owner and shall not be allowed to accumulate and remain on a lot. Refuse containers must be airtight and out of view at all times except during normal pick-up times. Mops, brooms, garden tools, boxes of any kind, ironing

boards and other items of ordinary household use may not be stored or hung in the driveway, carport, patio, porch, or in any area on a lot or tract open to public view. All such equipment must be stored inside the residence or in an approved storage cabinet or shed. Each owner may utilize a single outdoor clothesline provided it is in the standard umbrella configuration.

15. Outside Speakers and Amplifiers. No radio, stereo, broadcast or loudspeaker units and no amplifiers of any kind shall be placed upon or outside, or be directed to the outside of any improvement on any lot.

16. Nuisance. No noxious or offensive activity of any kind shall be carried on within the Subdivision, nor shall any activity which might be or become an annoyance or, nuisance to other Owners be permitted to interfere with rights of quiet enjoyment. No rubbish, trash, or garbage may be burned in an open fire or incinerator. No Owner shall engage in activity within the Subdivision in violation of any law, ordinance, statute, rule, or regulation of any local, county, state or federal body.

17. Vehicles and Parking. No overnight parking (beginning after 11:00 p.m. local time) is permitted on the interior streets of the Subdivision which are legally described as Tract A on the Plat. Except for temporary loading and unloading, campers, travel trailers, recreational vehicles, boats and commercial vehicles, may not be parked on any street included within the Subdivision at any time. In all instances, vehicles must remain on the established roadways of the Subdivision, or the driveway of the lot, and the off-road operation of any vehicle is not permitted within the Subdivision.

18. Animals. No animals, livestock or poultry (including, without imitation, horses, cows, mules, sheep, goats, chickens, pigs, turkeys or pigeons) shall be raised, bred, or kept in the Subdivision; provided, however ordinary domestic dogs, cats and birds will be permitted so long as: (a) the aggregate number of domestic pets does not exceed three (3) per residence; (b) such pets are kept within the boundaries of the lot of their owner and do not offend or annoy other owners; and (c) such pets are not kept, bred, or maintained for any commercial purpose. Dogs may be walked on streets on a leash, but defecated waste must be immediately picked up and properly disposed of.

19. Repairs. No major repairs or overhauls of motor vehicles, boats, or other motorized equipment is permitted within the Subdivision.

20. Compliance With Laws. In the use of any lot, each owner shall comply with all applicable statutes, laws, codes, regulations, and ordinances, including, without limitation those of the State of Arizona and the County of Coconino, or any political

subdivision thereof. To the extent required by law the County of Coconino shall have the right to enforce the terms and conditions of this Declaration.

21. Term; Extensions. This Declaration shall continue in full force and effect until December 31, 2030. After that date, this Declaration, as amended from time to time, shall be automatically extended for successive periods of ten (10) years each.

22. Amendments. Until ninety percent (90%) of the lots and Tracts 11, 12 and 13 have been sold by Declarant, Declarant expressly reserves the right to make any reasonable or necessary changes in this Declaration. Thereafter, this Declaration may be amended or revoked at any time during the initial term, or any extension term, by recording in the office of the County Recorder of Coconino County, Arizona, an instrument reciting the amendment or revocation and bearing the signed and acknowledged concurrence of two thirds (2/3) of all owners of record then holding a fee title interest in the subdivision.

23. Enforcement.

(a) In the event of a violation of any of the provisions of this Declaration which continues for a period of fifteen (15) days after written notice of the violation to the owner in violation, the Association shall have the right, but not the obligation, to enter upon the affected lot or tract and to take such steps as are necessary to remedy the violation. All costs incurred in curing the violation shall be payable by the owner to the Association within ten (10) days after receipt by the owner of a statement setting forth the costs incurred. If the statement is not paid to Association within ten days after the owner's receipt of the statement, the costs outlined in the statement shall bear interest at the rate of fifteen percent (15%) per annum from the date of the statement until paid, and such amount, together with costs and reasonable attorneys' fees, shall, upon recordation of an acknowledged copy of the statement of costs (which recordation is expressly authorized hereby), constitute a lien upon the nonpaying owner's lot and upon any rents and proceeds therefrom, which lien shall be subject to foreclosure in the manner provided by law for the foreclosure of realty mortgages.

(b) Violation of any one or more of the covenants, conditions, or restrictions in this Declaration may additionally be restrained and/or enjoined by any court of competent jurisdiction. A court may also award damages against any violator; provided, however, nothing in this Declaration shall be construed as meaning that damages are an adequate remedy where equitable relief is sought. Any such action may be prosecuted by the Association, any property owner of record in the Subdivision, Coconino County, and any other governmental entity having jurisdiction over the Subdivision.

(c) As long as Declarant has an interest in or is developing any part of the Greenehaven planned community, of which this Subdivision is a part, Declarant will have a continuing interest in this Subdivision and shall have the right to enforce this Declaration. Any of the persons or entities described above, including Declarant and the Association, who employs an attorney to enforce compliance with or specific performance of any of the provisions of this Declaration and/or to recover damages and prevails in such action, shall be entitled to recover from the violator the costs incurred in bringing such action, including reasonable attorneys' fees.

24. Conveyances Subject to Restrictions. Deeds of conveyance of the Subdivision, or any lot or part thereof, may contain the covenants, conditions, and restrictions of this Declaration by reference to this document, but whether or not such reference is made in such deeds, each and all of the provisions of this Declaration shall be valid and binding upon the respective owners, their heirs, successors and assigns, as well as upon any and all persons, including tenants, invitees, and licensees occupying or having any interest in any lot or portion of the subdivision.

25. Severability. If any one of the provisions of this Declaration, or any part or parts thereof, shall be held invalid or unenforceable by judgment, order or decree of a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity, and enforceability of all other provisions of this Declaration shall not be affected by such determination.

26. Waiver or Abandonment. The waiver of, or failure to enforce, any breach or violation of any provisions of this Declaration shall not be deemed to be a waiver or abandonment of the particular provisions of this Declaration; nor shall it be deemed to be a waiver of the right to enforce any subsequent breach or violation of such provision or of the Declaration. The foregoing shall apply regardless of whether any person affected hereby or having the right to enforce this Declaration had knowledge of the breach or violation. No provision in this Declaration shall be deemed to have been waived or abandoned unless this Declaration is amended pursuant to the terms of Section 23 above, to amend or delete such provision, or unless the Board of the Association shall deliver a recordable certificate to a petitioning owner wherein the Board makes a finding that any specific requirement of the Declaration would work an undue hardship or where a variation would be in the best interest of the owner and the Subdivision as a whole.

27. Miscellaneous. It is specifically understood and declared that (a) any reference herein to Declarant shall include the successors and assigns to which Declarant specifically assigns

its rights hereunder; (b) a successor or assign of Declarant may include the Association; (c) any reference in this Declaration to the "Plat" shall include the recorded plat of the Subdivision and any recorded replat(s) thereof; and (d) any reference herein to a "lot" or "tract" shall include the lots and tracts designated on the recorded plat of the Subdivision and any recorded replat(s) thereof.

IN WITNESS WHEREOF, GREENEHAVEN DEVELOPMENT CORPORATION, an Arizona corporation, has executed this Declaration as of the 15th day of September 1995.

GREENEHAVEN DEVELOPMENT CORPORATION,
an Arizona corporation

BY *C Evelyn R Greene*
Its *Secretary*

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 14 day of September, 1995, by C Evelyn R Greene the Secretary of GREENEHAVEN DEVELOPMENT CORPORATION, an Arizona corporation, on behalf of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

C. M. [Signature]
Notary Public



Commission expires: