

HELEN I. HUGGINS  
COUNTY RECORDER  
REQUEST OF:



I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT  
WAS FILED FOR RECORD IN COCONINO COUNTY,  
STATE OF ARIZONA.

FIRST AMERICAN TITLE INS. CO. OF AZ.

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DOCKET 1262 PAGE 35-45  
DATE JAN 27 1989-1' 15 1910

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WHEN RECORDED, RETURN TO: )  
 )  
Snell & Wilmer )  
3100 Valley Bank Center )  
Phoenix, Arizona 85073 )  
Attn: JTM III )

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DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

GREENHAVEN UNIT IV

COCONINO COUNTY, ARIZONA

THIS DECLARATION is hereby made as of the date hereinafter set forth by GREENHAVEN 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 (1) through FIFTEEN (15), and TRACTS A, B, and C, GREENHAVEN UNIT IV, a subdivision according to the plat of record in Case 4, Map 155, Official Records of the County Recorder of Coconino County, Arizona (hereinafter referred to as the "Subdivision").

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

(C) The Subdivision is subject to the master Declaration of Covenants, Conditions and Restrictions for GREENHAVEN recorded April 14, 1981 in Docket 830, Pages 114-142, Official Records of the County Recorder of Coconino County, Arizona (the "Master Declaration") and Supplemental Declaration dated December 10, 1985, recorded December 12, 1985 in Docket 1065, Pages 231-233, Official

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Records of the County Recorder of Coconino County, Arizona (the "1985 Supplemental Declaration") pursuant to Supplemental Declaration of Annexation dated January 25, 1989, recorded immediately prior hereto in the Official Records of the County Recorder of Coconino County, Arizona (the "First Supplemental Declaration of Annexation");

(D) The Master Declaration provided for the establishment of Greenhaven Property Owners Association, Inc., an Arizona non-profit corporation (the "Association"), which will own and maintain Tracts A, B, and C of the Subdivision, and which will (through the Board of the Association) 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 15 in the Subdivision shall be known and described as single family residential lots and shall be used for residential purposes only and for no other purpose.

2. Residential Use Defined. Only one single family residence shall be built on each lot and the single family residence shall mean a house, including any appurtenant garage or any other similar accessory structures approved in accordance with the architectural control provisions of the Master Declaration and this Declaration. Single family residential use shall mean the occupation or use of a single family residence in conformance with the requirements imposed by applicable zoning laws or other state, county, or other governmental

rules and regulations by a single-family, which shall mean a group of one or more persons, each related to the other by blood, marriage, or legal adoption, or a group of not more than three (3) persons not all so related, together with their domestic servants, who maintain a common household in a dwelling.

3. Common Area Tracts. Tracts A, B, and C shall be conveyed by Declarant to Greenthaven Property Owners Association, Inc., an Arizona nonprofit corporation, to be owned, maintained, and administered by said Association as part of the Common Area of Greenthaven pursuant to the Master Declaration. Tracts A, B, and C shall be used for: (a) a private accessway and private easement for ingress and egress for pedestrian and vehicular traffic for owners and occupants of the lots in the Subdivision and Greenthaven and for refuse collection and emergency service vehicles; (b) an easement for water lines, sewer lines, electricity lines, gas lines, or other utilities; and (c) landscaping incidental to the use and maintenance of Tracts A, B, and C as a private accessway and private easement.

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

5. No Temporary Structures. No temporary structure shall be constructed or placed on any lot 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, 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; 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.

6. 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 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.

7. Architectural Control. Any owner desiring to construct improvements on the lots shall be required to comply with the review of plans and specifications as required by the architectural control provisions of the Master Declaration and this Declaration. All improvements must have plans approved by the Board before any construction is started. In all instances the architectural design of the residence and the location of the residence on the lot shall take into consideration the view of Lake Powell from existing and future residences on the lots in the Subdivision or other adjoining lots or parcels. The plans submitted for architectural approval shall note the views of existing homes on higher ground elevations. No improvements, alterations, repairs, excavation or other work which in any way alters the exterior appearance of any lot, or the specifically approved improvements located thereon from time to time, from its natural state existing on the date of this Declaration (or as improved pursuant to approved plans and specifications) shall be made or done without the prior written approval of the Board, acting as the architectural committee. No building, fence, wall, residence, landscaping or other structure shall be commenced, erected, maintained, improved or altered, until the plans and specifications (including a grading and drainage plan) for the same and all construction details, including height, shape, materials, color, floor plans, location, size, and approximate cost shall have been submitted to and approved in writing by the Board serving as the architectural committee. The Board shall have the right to refuse to approve any plans or specifications, or grading and drainage plans, which are not suitable or desirable, in the reasonable opinion of the Board, for aesthetic or other reasons and, in so passing upon the plans and specifications, the Board shall have the right to take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure as planned on the outlook and view from the adjacent or neighboring property. All subsequent additions to or changes or alterations in any building, fence, wall, landscaping or other structure, including exterior color scheme, shall be subject to the prior written approval of the Board serving as the architectural committee. No changes or deviations in or from such plans and specifications, once approved, shall be made without the prior written approval of the Board. All decisions of the Board shall be final and no lot owner or other party shall have recourse against the Board for its refusal to approve any plans and specifications. The Board shall not be liable for damages to anyone submitting plans for approval or making any other requests of the Board, nor to any owner, lessee, or sublessee of any of the lots by reason of mistake in judgment, negligence or nonfeasance of itself, its agents or employees arising out of or in connection with the approval or disapproval or failure to approve any plans or other requests and all owners agree not to bring any action or suit to recover any damages against the architectural committee or members thereof.

In addition, all improvements to be constructed on the lots shall comply with Section 8 of this Declaration.

**8. Specifications for Residential Improvements on the Lots.** No structure shall be erected, altered, placed or permitted to remain on any of the lots (Lots 1 through 15) in the Subdivision other than a detached single family dwelling, a private garage, and certain permitted outbuildings approved by the Board. All structures and improvements for the lots shall comply with the following:

**8.01. Size of the Residence.** No residence having a ground floor living area of less than 2400 square feet, including the walls proper of the house but excluding open porches, terraces, garage 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 enclosed garage and a concrete driveway.

**8.02. Height.** No residence shall be constructed with any part of the structure in excess of sixteen (16) feet above the highest existing ground elevation of the lot adjoining 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 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).

**8.03. Exterior Colors.** The color of all improvements shall be muted earth tones of tan or other desert related colors reflective of the surrounding terrain and no structures with the exterior color white shall be permitted. Accent colors shall be permitted so long as they are in no way dominant.

**8.04. Building Setbacks Lines.** All structures on the lots shall maintain a minimum 25 foot front yard setback. All structures on the lots shall maintain a minimum 10 foot side yard setback adjoining the lot lines of other lots and a minimum 15 foot side yard setback when the side yard fronts on a street. All structures on the lots shall maintain a minimum 25 foot rear yard setback. The rear yard shall be considered as that portion of the lot having the highest general elevation.

**8.05. Fences.** A fence 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 and

plans for any fence must be approved by the Board prior to the start of construction.

**8.06. 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 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 are prohibited.

**8.07. Roofing Materials.** No flat roofs shall be permitted. No reflective, shiny or white roofs shall be permitted. All roofs shall be pitched and all roofing material shall be red spanish or concrete tiles (or another earth tone tile only if such other color is specifically approved in writing by the Board). No asphalt roof shingles are permitted.

**8.08. 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.

**8.09. Drainage.** Before the construction of any improvements is commenced on any lot, the lot owner shall present to the Board a plan showing measures to be taken to handle the increase in unabsorbed moisture created by the improvements to be constructed on the lot. The drainage plan shall be in accordance with the Supplemental Declaration to the Master Declaration as recorded in Docket 1065, Pages 231-233, records of Coconino County, Arizona.

**8.10. 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.

**9. Restrictions on Use of Garage.** No garage or other structure of any type whatsoever shall be erected on any of the lots until a residence shall have first been erected on said lot. No garage or other accessory building or outbuilding shall be used for residential dwelling purposes. Garage doors shall be kept closed at all reasonable times.

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 any part of them, and no business or commercial operation of any kind or character whatsoever shall be conducted in or from any residence on the lots.

11. Mobile Homes and Campers. No camper, van, recreational vehicle, mobile home or camp trailer of any type may be used on the lots for living quarters either temporarily or permanently. Storage of any of the foregoing vehicles must be in an enclosed garage or other structure so that they are not visible from any other lot or the street. Boats may be parked and kept in a garage or the paved area of any lot; provided, however, the Board may require that any boats must be stored in a boat storage area outside the Subdivision and require the owner to pay the 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 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 on neighboring lots in the Subdivision or other neighboring lots or parcels.

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, patio, porch, or in any area on a lot open to public view. All such equipment must be stored inside the residence or in an approved storage cabinet or shed.

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 Tracts A, B, and C 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 Tracts A, B, and C 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 limitation, horses, cows, mules, sheep, goats, chickens, 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.

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 be effective upon the date of its recordation and 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, unless this Declaration is otherwise amended or revoked in accordance with Section 22 hereof.

22. Amendments. Until ninety percent (90%) of the lots in the subdivision have been sold by Declarant, Declarant expressly reserves the right to make any reasonable or necessary changes in this Declaration by an instrument signed, acknowledged, and recorded by Declarant only. 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 eighty percent (80%) of all owners of record then holding a fee title interest in the Subdivision; provided, however, this Declaration may not be amended or revoked without the written consent and concurrence of Declarant while the Class B Membership of the Greenhaven Property Owners Association, Inc. is in effect and Declarant or any successor is the Class B Member under the Master Declaration.

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 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 Greenhaven 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 22 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 on 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 corrections or replat(s) thereof; and (d) any reference herein to a "lot" shall include the lots designated on the recorded plat of the Subdivision and any recorded replat(s) thereof.

IN WITNESS WHEREOF, GREENHAVEN DEVELOPMENT CORPORATION, an Arizona corporation, has executed this Declaration as of the 25th day of January, 1989.

GREENHAVEN DEVELOPMENT CORPORATION, an Arizona corporation

By A. H. Greene, Jr.  
A.H. Greene, Jr.  
Its President

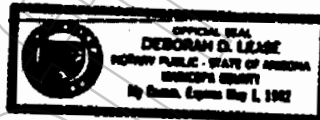
STATE OF ARIZONA )  
County of Maricopa ) ss.

On this, the 25th day of January, 1989, before me, the undersigned Notary Public, personally appeared A.H. GREENE, JR., who acknowledged himself to be the President of GREENHAVEN DEVELOPMENT CORPORATION, an Arizona corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained and in the capacity therein stated.

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

Deborah O. Leake  
Notary Public

My Commission Expires:



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