

RE-RECORDED TO CORRECT TYPOGRAPHICAL ERRORS

HACIENDA ESTATES

DECLARATION OF PROTECTIVE COVENANTS & RESTRICTIONS

PART A. PREAMBLE

The declaration made this 7th day of April, 1975
by CITIZENS TITLE & TRUST, an Arizona corporation, as Trustee.

WITNESSETH:

WHEREAS, CITIZENS TITLE & TRUST is the holder of legal title,
as Trustee of certain real property situated in the County of Yuma,
State of Arizona, more particularly hereinafter described; and

WHEREAS, under the terms of the Trust Agreement under which
the Trustee holds the said legal title, it is authorized, and has
been duly directed, to impose the Protective Covenants and Restric-
tions hereinafter set forth;

NOW, THEREFORE, CITIZENS TITLE & TRUST hereby certifies and
declares that it has established and it does hereby establish, a
general plan for the protection of the said real property herein-
after described, and does hereby fix certain restrictions, coven-
ants, conditions and reservations upon and subject to which the
portions of the said property shall be held, conveyed and/or
leased by it, as such owner, all of which are for the benefit of
the said property, and each owner thereof, and are covenants run-
ning with the land, and shall insure to and pass with the said
property and each and every portion thereof, and shall apply to
and be binding upon the successors in interest of the respective
owners thereof, and are and each is imposed upon the said prop-
erty as a servitude in favor thereof, and each and every portion
thereof, as the dominant tenement, or tenements, as follows, to
wit:

ARTICLE I

The said property subject to this Declaration is situated in
the County of Yuma, State of Arizona, and is more particularly
described as follows:

Lots one (1) through Four Hundred and Thirty-Seven (437)
inclusive, and Tracts A through D, Hacienda Estates, ac-
cording to the plat or record in the office of the Yuma
County Recorder, Yuma County, Arizona in Book 7 of Plats,
Page 25 and 26

PART B. AREA OF APPLICATION

B-1. FULLY-PROTECTED RESIDENTIAL AREA. The residential area covenants in Part C in their entirety shall apply to lots 6 to 437.

B-2: PARTIALLY-PROTECTED ADJOINING AREA. The residential area covenants numbered C-6, C-10, C-12, C-14, C-15 in Part C shall apply to B-3 Business Area.

B-3. BUSINESS AREA. Lots 1 to 5 are designated as for business uses. Business lots shall be governed only by the restrictions C6, C10, C12, C14, and C15. All other restrictions do not apply to Business Area.

B-4. Tracts ABCD are designated and reserved for drainage and recreational purposes.

PART C. RESIDENTIAL AREA COVENANTS

C-1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars.

C-2. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in part D.

C-3. QUALITY AND SIZE. All dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 900 square feet for a one-story dwelling, nor less than 1400 square feet for a dwelling of more than one story.

C-4. BUILDING LOCATION.

- (a) No front wall of any building (other than garages or carports) shall be located on any lot nearer than 15 feet to, nor further than 40 feet from the front line of any lot. The front wall of garages or carports shall not be located closer than 15 feet from the front lot line. On corner lots no wall of any building (including garages or carports) shall be closer than 7 feet to the side street

lot line (the side street lot line being defined as the longest lot line of said lot along any street). The side walls of any main building (not including eaves, steps, porches) shall not be closer than 5 feet from any side lot line. No building or structure of any kind (except carports, garages, fences, or walls) shall be located between the front wall of the main building and the front lot line.

- (b) For the purposes of this covenant, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be constructed to permit any portion of a building, on a lot to encroach upon another lot.

C-5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 3500 square feet.

C-6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear eight feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

C-7. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

C-8. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

C-9. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

C-10. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor

shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

C-11. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

C-12. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

C-13. WATER SUPPLY. No individual water-supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Yuma County Health Authority. Approval of such system as installed shall be obtained from such authority.

C-14. SEWAGE DISPOSAL. No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Yuma County Health Authority. Approval of such system as installed shall be obtained from such authority.

C-15. PROTECTIVE SCREENING. Upon development of business lots 1-5, a 6' block wall is to be built and maintained by the owners of said lots as a protective screening for the residential area.

C-16. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

C-17. ABANDONED OR INOPERABLE VEHICLES. No vehicle of any type which is abandoned or inoperable shall be stored or kept on any lot or street within this subdivision in such a manner as to be seen from any other lot or from any streets or alleyways within this subdivision.

PART D. ARCHITECTURAL CONTROL COMMITTEE

D-1. MEMBERSHIP. The Architectural Control Committee is composed of M. Larry Jacobson, Donald E. Jacobson, and Jerry Breinholt. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

D-2. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART E. GENERAL PROVISION

E-1. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

E-2. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

E-3. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Deeds of conveyance of said property, or any part thereof, may contain the above restrictive covenants by reference to this document, but whether or not such reference is made in such deeds, or any part thereof, each and all of such restrictive covenants shall be valid and binding upon the respective grantees. Violation of any one or more of such covenants may be restrained by any court of competent jurisdictions and damages awarded against such violator; provided that a breach of any of the foregoing conditions and restrictions shall not affect, impair, defeat or render invalid the lien, charge or encumbrance of any mortgage or trust deed made for value which may then exist upon said land, or which may thereafter be placed of record, which said mortgage or trust deed shall be and is hereby declared to be prior and superior to the rights in favor of any person(s) under and by virtue of these conditions and restrictions; provided, however, that in the event of a foreclosure of any such trust deed or mortgage any purchaser at the foreclosure of trustee's sale, or any owner acquiring title agrees that said property so acquired by them shall immediately upon such acquisition become subject to each and all of the conditions and restrictions and rights herein contained, but free from the effects of any breach occurring prior thereto.

Invalidation of any of these covenants by decree of a court of competent jurisdiction shall in no way affect the other provisions herein.

IN WITNESS WHEREOF, the CITIZENS TITLE & TRUST, as Trustee, has hereunto caused its corporate name to be signed and its corporate seal to be affixed and the same to be attested by the signatures of its duly authorized officers this 7th day of April, 1975.

CITIZENS TITLE & TRUST, an
Arizona corporation

BY:

Leslie Lewis
Leslie Lewis, President

JACOBSON DEVELOPMENT COMPANY, an
Arizona corporation, owner of all
Lots

ATTEST:

Donald E. Jacobson
Donald E. Jacobson, Secretary

By

M. Larry Jacobson
M. Larry Jacobson, President

900-822

DOCKET 852 PAGE 242

DOCKET 855 PAGE 909

STATE OF ARIZONA)
County of Yuma) ss.

On this, the 7th day of April, 1975 before me, the undersigned officer, personally appeared Leslie Lewis, who acknowledged himself to be the President of CITIZENS TITLE & TRUST, an Arizona corporation, and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation, as Trustee, by himself as such officer.

In witness whereof I have hereunto set my hand and official seal.

Marion A. Nelson
Notary Public

My Commission Expires: 12/28/77

STATE OF ARIZONA)
County of Yuma) ss.

On this 7th day of April, 1975, before me, the undersigned Notary Public, personally appeared M. Larry Jacobson and Donald E. Jacobson, who acknowledged themselves to be the President and Secretary of JACOBSON DEVELOPMENT COMPANY, an Arizona corporation, and acknowledged that they as such officers, being authorized so to do, executed the following instrument for the purposes therein contained by signing the name of the corporation by themselves.

In witness whereof I have hereunto set my hand and official seal.

Marion A. Nelson
Notary Public

My Commission Expires: 12/28/77

011-772

DOCKET 855 PAGE 910

State of Arizona
County of Yuma
8958
I hereby certify that the within instrument
was filed and recorded at the request of
Citizens Title
1915 APR 30 PM 3 43
Docket 855
on Page 903-10
Witness my hand and seal this day
and year aforesaid.
CARA N. BETTS
County Recorder
Blayne Schmitt
Deputy Recorder
350