

When Recorded, Return to:
Rio Verde Ranchos
Property Owners Association
P.O. Box 4425
Camp Verde, Arizona 86322

AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
RIO VERDE RANCHOS PROPERTY OWNERS ASSOCIATION, INC.

KNOW ALL BY THESE PRESENT:

WHEREAS, these are the covenants, conditions and restrictions, which are effective as of May 18, 2020:

WHEREAS, the RIO VERDE RANCHOS PROPERTY OWNERS ASSOCIATION is the association, which governs the following real property within the County of Yavapai, State of Arizona:

Lots One (1) to thirty-four (34), inclusive, RIO VERDE RANCHOS, according to the plat of records in the office of the Yavapai County Recorder in Book 27 of Maps, page 83, and as further amended in Book 2271, Page 820.

WHEREAS, these Amended Declarations of Covenants, Conditions and Restrictions have been duly enacted by the Owners:

WHEREAS, these Amended Declarations of Covenants, Conditions and Restrictions supersede and replace all prior declarations, conditions, restrictions and amendments which were previously enacted.

I. PURPOSE OF THESE COVENANTS, CONDITIONS AND RESTRICTIONS

The purpose of these covenants, conditions and restrictions, is to assure the use of the property for attractive residential and hobby farm purposes (as set forth herein) only, and securing to each lot owner the full benefit and enjoyments of his or her lot and home in furtherance of a common plan.

II. DEFINITIONS

As used herein, the following terms have the following meanings:

- A. The "Architectural Control Committee" means the committee provided for in Part IV of this Declaration.
- B. The "Association" means the Rio Verde Ranchos Property Owners Association as referred to in III of this Declaration.
- C. "Bona Fide First Mortgage" means any Realty Mortgage or Deed of Trust made in good faith and for value and properly executed and recorded so as to create a lien on any lot or lots that is prior to the lien of any other Realty Mortgage or Deed of Trust.
- D. "Declaration" or "Agreement" means this Declaration of Covenants, Conditions and Restrictions for Rio Verde Ranchos.
- E. The "Lot" or "Lots" means the lots in the subdivision either individually or collectively, as the case may be.
- F. "Mobile Home" means a moveable or portable unit for residential purposes constructed to be towed on its own chassis and designed to be installed with or without a permanent foundation for human occupancy as a residence.
- G. "Manufactured Home" means a structure built in accordance with the national manufactured construction and safety standards act of 1974 and title VI of the housing and community development act of 1974.
- H. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of fee or equitable or beneficial title to any Lot. Owner also shall include the purchaser of a Lot under an executory contract for purchase. The foregoing definition does not include persons or entities which hold an interest in any Lot as security for the performance of an obligation.
- I. The "Plat" means the plat of record referred to above, as may hereafter be amended.
- J. The "Property" means the real property described above, or any part thereof.
- K. "Water Interest" or "Water Share" means any and all well and irrigation rights, title, shares or claims associated with, appurtenant to, or drawn from the "Property" as described herein.
- L. The terms "business" and "trade" as used in this Agreement shall be construed to have ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the Owner's family and for which the Owner receives a fee, compensation or other form of consideration, regardless of whether; (1) such activity is engaged in full or part time; (2) such activity is intended to or does generate a profit; (3) a license is required for such activity. The leasing of a dwelling unit by the Owner thereof shall not be considered a trade or business within the meaning of this Agreement.

III. PROPERTY OWNERS ASSOCIATION

A. There is hereby created the Rio Verde Ranchos Property Owners Association. The purpose of the Association is to: (i) maintain and replace, as may be appropriate, the entryway facilities as further defined in Part V. G; (ii) maintain and replace, as may be appropriate, the irrigation water lines, in accordance with Part V. N; (iii) to act as the Architectural Control Committee in accordance with the provisions of Part IV of this Declaration; and (iv) to generally enforce compliance with this Declaration. The powers granted by this Declaration in no way affirmatively obligate or confer responsibility to monitor the Property (e.g. "police" the Lot Owners).

B. Each and every Lot Owner, in accepting a deed or contract for any Lot, whether or not it shall be so expressed in such deed or contract, automatically becomes a member of the Association, and agrees to be bound by such reasonable rules and regulations as may, from time to time, be established by the Association. Membership shall be appurtenant and may not be separated from ownership of the Lot. The rights and obligations of an Owner and membership in the Association shall not be assigned, transferred, pledged, conveyed or alienated in any way, except upon transfer of ownership of such Lot, whether by intestate succession, testamentary disposition, foreclosure of a mortgage, or such other legal processes as now in effect or as may be hereafter established pursuant to the laws of the State of Arizona. The Association shall be operated and conducted on a strictly cooperative and nonprofit basis. The Association is a nonprofit corporation, organized under the laws of the state of Arizona, File -0723568-0.

C. In furtherance of its purposes, which are generally as set forth above, the Association shall provide necessary and appropriate action for the maintenance, repair, replacement and management of the land and facilities referred to in the legal description.

D. The Association shall have the power to borrow and encumber its assets and, in all respects, shall have the powers necessary to carry out its purposes, whether or not specifically set forth herein, including the power to enter into contracts with third parties to perform all or part of its functions and to hire its own employees to do so.

E. Each Lot Owner is obligated to pay: (1) regular assessments for normal maintenance and repair and reserves, along with Association insurance and operating costs; (2) special assessments for capital improvements with such assessments to be established by the Association. The regular and any special assessments, late payment penalties and charges, if any, together with interest, (all as set by the Association) costs and reasonable attorneys' fees, shall be a lien on the Lot. Each Lot Owner shall be personally responsible for his or her share of assessments imposed by the Association. This personal obligation for delinquent assessments shall not pass to the Owner's successor in title, unless expressly assumed by such successor; however, the obligation to pay same shall be a continuing lien on the Lot, excepting for the provisions of Paragraph O below, relating to mortgagees.

F. The Association shall, on an annual basis, make a determination as to the estimated costs of the repair, maintenance, and replacement of the entryway improvements, landscaping and well, and possible (if so approved by the Association membership) further irrigation pipe replacement and improvements, including any reserves necessary for future capital expenditures and maintenance. Assessments shall be charged to each Owner on a uniform per Lot basis. The assessments may be collected on a monthly, quarterly, or annual basis, or any combination of same as determined by the Association.

G. All Lots are to be maintained (i.e., weeding, trimming, mowing, watering) at least twice each month between April 1 and November 30 of each calendar year.

H. Each Owner shall be responsible for paying the regular assessment, commencing on the first day of the month following the date of recordation of the deed or purchase contract wherein the Owner acquired legal, beneficial, or equitable title to the Lot. The Declarant shall be responsible for comparable assessments on each Lot owned. Regular assessments shall be set by the Association on an annual calendar year basis. The initial regular assessment shall be Three Hundred Dollars (\$300.00) per year. The Lot Owner acquiring his or her interest from Declarant during the calendar year shall be obligated for a pro rata portion thereof. The Association shall fix the amount of the regular assessment at least thirty (30) days prior to the end of the calendar year. Written notice of the assessment shall be sent to every Owner. The payment due date shall be established by the Association.

I. At the time of construction for all projects, the Owner is to provide a One Thousand, Five Hundred Dollars (\$1,500.00) impound to the Association. These monies are to be used to further the interests of the Association as defined by this Declaration. If the Lot Owner timely completes the project and receives approval from the Architectural Control Committee, then the impound will be returned to the Lot Owner within a reasonable time period after the Lot Owner's written request to the Association President.

J. In addition to the regular assessments as set forth herein, upon two-thirds (2/3) vote by the Lot Owners, the Association may set special assessments necessary to meet the primary purposes of the Association.

K. All sums assessed by the Association chargeable to a Lot, but unpaid, shall constitute a lien on such Lot prior to all other liens excepting only ad valorem tax liens in favor of a governmental assessing unit or special assessment district. The Association lien may be foreclosed by the Association in a like manner as a foreclosure of a real property deed of trust. The Association shall have the power to bid on the delinquent Lot at a foreclosure sale, and acquire, hold, lease, encumber and convey same. A suit to recover a money judgment for unpaid assessments and charges shall be maintainable by the Association without foreclosing or waiving the lien securing same. When an adjoining Lot is divided, resulting in a Combined Lot, the Lot Owner shall be entitled to one and one-half (1-1/2) votes in the Association, and shall be responsible for one and one-half (1-1/2) times the regular assessments. When a Lot has been otherwise divided, whereby a portion of the Lot constitutes a building lot conforming with the provisions of Part V below, such portion shall be subject to no additional assessments.

L. The total number of votes in the Association shall be based upon one (1) vote per Lot except as provided in the foregoing Section K herein. Unless otherwise specifically provided herein, all Association matters shall be determined by a majority vote. If more than one person is the Owner of a Lot, the collective owners are entitled to one vote for that Lot. When a Lot has been otherwise divided, whereby a portion of the Lot constitutes a building lot conforming with the provisions of Part V below, such portion shall have one vote and shall not be entitled to any additional vote.

M. The Association shall have the power to adopt bylaws and to appoint its officers and directors, as well as promulgate reasonable regulations relating to the matters within its purposes. The Association will be governed by a five (5) member Board, who will be elected from the Lot Owners within the Association. These elected members will be identified as those individuals who received the most votes at an election as described within this Declaration and the bylaws, as applicable. Unless otherwise stated within the bylaws, there will be a President, and a Secretary, who also will act as Treasurer, of the Association. The Board of Directors will also serve as the members of the Architectural Committee, as described within Part IV of this Declaration. Unless otherwise set forth within the bylaws, a quorum will consist of three (3) members of the Board of Directors.

N. Where the holder of a first mortgage of record obtains title to the Lot as a result of foreclosure, or deed in lieu of foreclosure, of said first mortgage, such acquirer of title, its successors and assigns, shall not be liable for the share of the expenses of the assessments by the Association chargeable to such Lot which became due prior to the acquisition of title to such Lot by such acquirer. As used in this Declaration, the term "mortgage" shall include "deed of trust" and "mortgagee" shall include the "beneficiary" under a deed of trust. Such acquirer shall be responsible, as any Owner, for assessments charged subsequent to the acquisition.

O. In the event the Association determines that any Lot Owner has not complied with the provisions of this Declaration or otherwise is in violation of the Declaration, then the Association may, at its option, give written notice to the Owner of the conditions of non-compliance. The Owner shall correct same or, if not readily correctable within fifteen (15) days after notice from the Association, the Owner shall submit corrective plans proposing a remedy to the condition of non-compliance of within fifteen (15) days after notice from the Association. The Association shall approve or disapprove any plans submitted by the Owner and set forth a reasonable time for correction of the condition of non-compliance. In the event such condition is not corrected according to the approved plans, and within the allotted time, the Association shall have the right to undertake to remedy such condition or violation. Any expenses incurred by the Association to correct the condition of non-compliance shall be deemed to be an assessment to such Owner and enforceable by the Association as if any other unpaid assessment. The Association hereby is granted the right of entry on the affected Lot to so correct the condition of non-compliance or any violation of the Declaration.

IV. ARCHITECTURAL AND DESIGNS CONTROL

A. **ACTIVITIES REQUIRING APPROVAL.** No Lot leveling, planting, grading, landscaping, residence, bam, outbuilding, fence or wall, or other improvement or installation, shall be commenced, erected, placed, or altered on

any Lot, until scaled plans and specifications therefore, depicting the nature, kind, shape, materials, and locations, are submitted to, and approved by, the Architectural Control Committee (hereinafter the "Committee") and a copy thereof is finally approved and lodged permanently with the Committee. The Committee shall have the right to refuse to approve any such plans or specifications which are not suitable or desirable in its opinion for aesthetic reasons, or any other reason, and in so passing upon such plans and specifications it shall have the right to take into consideration (1) the suitability of the proposed building or other structure, (2) the material which is to be used, (3) the site upon which it is proposed to be erected, (4) the harmony with the surroundings, and (5) the effect of the proposed structure on the view or perspective of adjacent or neighboring properties.

B. MEMBERSHIP. Pursuant to Part ELM, the Committee shall be composed of the Association's Board of Directors. The members of the Committee shall not be entitled to any compensation for services performed pursuant to this covenant, but shall be entitled to reimbursement for reasonable costs expended, as approved by the Association.

C. PURPOSE. The Committee's purpose is to conduct aesthetic review of construction plans submitted by Lot Owners and to monitor certain activities during any construction, including impounds, as described in Part HI. The Committee will not consider structural or engineering matters, nor will it consider applicable building codes.

D. PROCEDURE. Actions of the Committee shall be by the majority vote of the members of the Committee. All decisions of the Committee shall be final and no Lot Owner or other party shall have recourse against the Committee or its designated representatives, or its members, for its disapproval or refusal to approve. The Committee's approval or disapproval as required in this Declaration shall be in writing. In the event the Committee or its designated representative, fails to approve or disapprove within sixty (60) days plans and specifications submitted and received, the plans and specifications shall be deemed to have been approved. Individuals appearing before the Committee shall complete a Design Review Application, which shall be issued by the Committee, and which may be amended from time to time. The current form of the subject application is attached hereto as Exhibit "A."

E. REPAIR AND RESTORATION. Pursuant to this Declaration, the Lot Owner agrees to undertake all reasonable requests by the Committee, planting, grading, reseeding and/or restoration.

V. GENERAL RESTRICTIONS APPLICABLE TO ALL LOTS

A. LAND USE.

(1) There will be no more than thirty-four (34) primary residences ("single family dwelling") constructed in Rio Verde Ranchos, and there may be no Lot splits that permit the construction of additional residences. Lots may be divided to combine with adjoining lots under a common ownership with any combined portion and the adjoining Lot being considered one "Combined Lot" for Land Use purposes. Any remaining portion of a divided Lot, not combined with an adjoining Lot, which otherwise complies with zoning and other requirements of this Declaration, may be used as a building lot and shall be considered a Lot for all purposes hereof, provided, in no event will any such uncombined Lot have a width and depth of less than 200 feet or be less than two (2) acres in size.

(2) No building, other than one single family dwelling, one private garage, one guest house or servants quarters, and other outbuildings as approved by the Architectural Control Committee, and as are in compliance with applicable zoning, may be erected, maintained, placed or permitted on any Lot or Combined Lot. No improvements may be commenced without first obtaining appropriate building permits from all applicable local, state, and/or federal governmental agencies. A guest house may not be completed prior to the completion of the single family dwelling. Any guest house or servants quarters, which may include a kitchen, shall be for the use of bona fide guests or servants, as the case may be, or the occupants of the primary residence, or members of such occupants' family, and shall not be rented or leased separately from the single family dwelling.

(3) All lots and dwelling units shall be used, improved and devoted exclusively to domestic use. No trade or business may be conducted on any lot or parcel or in or from any residential dwelling, except that an Owner or Occupant may conduct a business activity in a dwelling unit if all of the following conditions are met:

(i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the dwelling unit;

(ii) the business activity conforms to all applicable zoning ordinances, codes or requirements;

(iii) the business activity does not involve the door-to-door solicitation of Owners or other Occupants in Rio Verde Ranchos;

(iv) the use of the dwelling unit for trade or business will in no way adversely impact or be incompatible with the residential character of the dwelling unit or the surrounding neighborhood. Therefore, vacation, transient, and short term rentals are prohibited. However, single family leases of not less than one year are permitted provided that the Board is notified in writing of the beginning and ending lease dates along with the name, phone number and email address of each adult occupant. Any lease of less than one year must receive Board approval;

(v) the trade or business shall be conducted only inside a residential dwelling unit or inside an accessory building or garage, and shall not involve the viewing, purchase or taking delivery of goods or merchandise at, to, from or in any dwelling unit;

(vi) the trade or business is conducted by Occupant of a residential dwelling unit, with no more than one (1) employee working in or from such dwelling unit who is not an Occupant thereof. Further, the trade or business may not provide long-term-, hospice-, day-, or other extended care;

(vii) no more than twenty percent (20%) of the total floor area of a residential dwelling unit may be used for trade or business;

(viii) a residential dwelling unit used for trade or business may not be used as a storage facility for a business conducted off the Property;

(ix) the volume of vehicular or pedestrian traffic or parking generated by such trade or business may not result in congestion or be in excess of what is customary in a residential neighborhood;

(x) the trade or business may not utilize flammable liquids or hazardous materials in quantities not customary to a residential use; and,

(xi) the trade or business may not utilize large vehicles, such as semi-trucks, not customary to a residential neighborhood.

B. COMPLETION TIME. Construction of a residence and any construction project must be finished and completed no later than nine (9) months after the approval of a building permit by the appropriate regulatory body. However, any approved bam or shed must be completed within three (3) months after approval of a building permit. In the event that a non-permitted project is begun by a Lot Owner, that project must be completed within three (3) months.

C. MATERIALS; MINIMUM SIZES. Any single family dwelling or approved bam or shed placed upon any Lot shall be constructed from new material or its equivalent, and as may be approved by the Committee. Any new single

family dwelling must contain a minimum of two thousand (2,000) square feet of living area, exclusive of carports, garages, open porches and patios.

D. LOCATION. No dwelling, including a guest house, shall be erected or placed on any Lot closer than fifty (50) feet from the front lot line, or closer than twenty (20) feet from any side lot line, or closer than fifty (50) feet from any rear lot line. For the purpose of this covenant, corner Lots shall be deemed to front on the street with respect to which the applicable Lot has the least amount of frontage. The above set-back lines and all other use restrictions contained in this Declaration are subject to additional or greater zoning and/or land use restrictions adopted by governmental authorities. Exceptions can be provided to Lot 22 by the Architectural Review Committee.

E. MANUFACTURED HOMES, MOBILE HOMES AND RECREATIONAL VEHICLES. Manufactured homes and mobile homes shall not be permitted to be placed or stored on any Lot, permanently or temporarily. Any recreational and/or farm-related vehicle, including but not limited to boats, travel trailers, boat trailers, campers, motorhomes, motorcycles, "quads," off-road vehicles, tractors, and horse trailers must at all times either be garaged or screened from view from other Lots on the Property.

F. TEMPORARY STRUCTURES. No structure of a temporary character, regardless of its nature or form, shall be placed on any Lot or at any time used as a residence.

G. ENTRYWAY AND LANDSCAPING.

(1) Landscaping designs shall be approved by the Architectural Control Committee.

(2) Decorative wall and landscaping is to be or has been installed by Declarant on the entryway located on Lots 21 and 22. Additionally, there exists a water well on Lot 22, as evidenced by the plat of record in Book 27 of Maps, Page 83, records of Yavapai County Arizona. The Association will have sole responsibility and duty for the maintenance thereof, as further set forth in Part in of this Declaration. The Association will reimburse the respective Owners of Lots 21 and 22 for any real estate taxes that are determined to be associated with these improvements.

H. SIGNS. No signs or billboards used as advertising or promotional devices, except those used in the sale of Lots in the subdivision by Declarant, or those permitted by the applicable sign ordinances for the sale or rental of property within Rio Verde Ranchos by the owner(s) or his or her agent, shall be placed on any Lot or portion thereof.

L. PUBLIC EVENTS. No event that is open to the general public for which an entrance fee or donation of any kind is collected or accepted is permitted at Rio Verde Ranchos.

J. LIVESTOCK AND POULTRY. All livestock or poultry shall be maintained to avoid a hazard or nuisance to other Lot Owners. No swine, guinea fowl, fighting chickens, pea fowl, nor wild animals of any kind are permitted. Livestock or poultry shall be maintained only for the personal use and enjoyment of the residents of the Lot. The breeding and raising of non-precluded livestock or poultry for commercial purposes will not be permitted, except as an individual bona fide project of a 4-H or similar organization. All livestock and poultry shall be confined within a fenced area, and all fences for any livestock or animals shall be constructed of new material or the equivalent thereof and of such height and strength as to adequately contain any and all permitted livestock, poultry or animals. All areas maintained for livestock and poultry shall at all time be kept clean, with all manure removed on a regular basis. At no time shall the number of permissible animals exceed the permissible number of animals per acre, as defined by County or local rules, ordinances, or zoning restrictions. The commercial boarding, for profit, of any livestock is prohibited.

K. AGRICULTURE. Lot Owners may raise agricultural crops for personal use only. All other agricultural use is prohibited. No noxious or offensive crops or weeds are permitted. All agricultural use shall be performed in accordance with community standards for farming practices.

L. 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 conditions, either below ground level, or within an approved screened area. Trash, garbage and other contained waste shall be completely removed by the occupant of a Lot at least once every seven (7) days. If such waste creates a public or private nuisance, it shall be promptly removed. All equipment for the storage of such material shall be kept in a clean and sanitary condition. No outdoor burning of trash shall be permitted on any Lot, except cleared vegetation may be burned provided it is done with the permission of the local or state fire authority, as applicable.

M. WATER SUPPLY AND INDIVIDUAL SEPTIC SYSTEMS. Individual water and septic systems to serve the Lot shall be permitted on the Lot. All individual septic systems shall be constructed to Yavapai County Health Department standards. No septic system shall be installed without first obtaining a Health Department Septic Permit. No septic system shall be located closer than one hundred (100) feet to any existing well. Septic systems shall be kept as to not create a private or public nuisance.

N. IRRIGATION LINES.

(1) UNDERGROUND PIPING AND MAINTENANCE. Each Lot is served by an underground irrigation pipe, which, in most instances, serves adjoining properties. It is the duty of each Owner to maintain, repair, and at all times keep clean (free of any refuse, trash, litter, or obstruction) the irrigation pipe which traverses his Lot. In the event an Owner fails to maintain the irrigation pipe, the Association shall have the right, after reasonable notice to the Lot Owner, to enter upon said Lot Owner's property and to effect such maintenance, repairs and cleaning, with the expense thereof the responsibility of the Lot Owner. Lot Owners will cooperate with each other regarding times and extent of water usage, as the supply of water from the ditch company is not sufficient to irrigate all Lots at the same time.

(2) DITCHES. Similarly, in the event an open ditch crosses or is used upon a Lot Owner's property, it is the obligation of each Lot Owner to maintain, repair and at all time keep clean (free of any refuse, trash, litter, or obstruction) said ditch.

O. NON-ALIENABILITY; RIGHT OF FIRST REFUSAL FOR WATER RIGHTS. No Owner may sell or otherwise encumber his irrigation or groundwater rights or shares. In the event a Court of Law in and for Yavapai County determines that an Owner may sell or otherwise encumber such water interest, then the Association will have a first right of purchase of said water interest or share, and the Association may exercise such right of purchase for a time period of not more than sixty (60) days from the date that the Owner provides written notice to the President of the Association his intent to sell, encumber or otherwise dispose of said interest or share. The purchase value for such interest or share shall be equivalent to two times the annual dues charged for such share, or Two Hundred Fifty Dollars and 00/100 (\$250.00), whichever amount is less.

P. PROTECTIVE SCREENING. All clothesline, equipment, propane tanks, service yards, wood piles, and storage areas shall be screened from view of neighboring Lots or streets, using adequate planting or fencing. Fences, walls, hedges, or shrubs not exceeding six (6) feet in height, may be erected or planted up to the property lines, except in the front yard setbacks and the side yard setbacks adjacent to streets, which shall be limited to four (4) feet in height. No laundering will be permitted except inside an approved structure with approved plumbing.

Q. PARKING AND STORAGE. No boats, boat trailers, camping trailers, campers, travel trailers, or any other recreational vehicles, sporting or camping equipment shall not be stored or parked on the front yard setbacks adjacent to streets, or on the streets. No repairs, rebuilding or maintenance work shall be performed on any motor vehicle, travel trailer, boat, boat trailer, camper, motor home, motorcycle, "quad," tractors, horse trailers or other piece of equipment on any street, or within the front yard setbacks. Only temporary vehicle parking by Owners of the Lots, their guests and invitees, shall be allowed on the streets and then only if no traffic hazard is created by said parking. "Temporary vehicle parking" means no more than twenty-four (24) consecutive hours within seven (7) consecutive days.

R. SIGNAL RECEIVING EQUIPMENT AND STRUCTURES. No antenna or satellite dish may be erected in a manner that will disturb the surrounding neighbors and/or Property. The placement of any structure or equipment to receive signals for broadcast, except as provided below, requires Architectural Control Committee approval prior to the placement on a Lot. The Architectural Control Committee will have the final decision on a dispute regarding a Lot Owner's antenna or satellite dish, its effect on the surrounding neighbors and/or the visual detriment to a Lot. A normal T.V. antenna extending no more than eight (8) feet above the highest peak of the roof of the primary residence, and a ground mounted satellite dish installed beyond the setback requirements, as set forth in Paragraph D above, is permitted without approval by the Architectural Control Committee.

S. NUISANCES. No Lot Owner may place or maintain any animate or inanimate object upon any Lot that creates a nuisance to the Owners of the neighboring Lots. Dead trees, excessive weeds, overgrown shrubs, and dead grass are deemed a nuisance and may be removed by the Association in the event that the Owner does not timely remove the same after reasonable notice. All costs of removal, clean-up and irrigation may be assessed to the Owner by the Association.

VI. GENERAL PROVISIONS

A. REAL COVENANTS. The covenants, restrictions, reservations, conditions, and servitudes contained in this Declaration shall run with the land and shall be binding upon all persons owning, leasing, subleasing or occupying any Lot or Lots upon recordation of this Declaration in the office of the Recorder of Yavapai County, Arizona. The covenants, restrictions, reservations, conditions and servitudes may be enforced by or against the Owner or lessee of any Lot, by the holder of a Bona Fide First Mortgage on any Lot, by the Association, anyone or more of said persons acting jointly; provided however, that any breach by reason thereof shall not defeat or adversely affect the lien of a Bona Fide First Mortgage upon any Lot, but each and all said covenants, restrictions, reservations, conditions, and servitudes shall be binding upon and effective against any Owner or lessee of said Lot whose title thereto is acquired by foreclosure, or otherwise, and provided also that the breach of any said covenants, restrictions, reservations, conditions and servitudes may be enjoined, abated or remedied by appropriate proceedings, notwithstanding the lien or existence of any such Bona Fide First Mortgage. All instruments of conveyance or assignment of any interest in all or any part of the Lot shall refer to this instrument and shall be subject to the covenants, restrictions, reservations, conditions and servitudes herein contained as fully as though this instrument were therein set forth in full; provided, however, that the terms and conditions of this instrument shall be binding upon all persons affected by its terms, whether express reference is made to this instrument or not.

B. INVALIDITY. Invalidation of any portion of these codes, covenants, conditions, restrictions, reservations, and servitudes by judgment, court order, or otherwise, shall in no way effect the validity of the other provisions of this Declaration. All remaining provisions shall remain fully valid and enforceable.

C. AMENDMENTS. Any Amendment to this Declaration shall be void unless approved by the Association as set forth herein, in writing, and noticed to the public by recording in the appropriate governmental office. This Declaration may be amended by instrument executed by the Owners of at least two-thirds (2/3) of the Lots, and such amendment shall not be effective until the recording of such instrument.

D. TERM. The covenants, conditions, restrictions and servitudes of this Declaration, as the same may hereafter be amended in accordance with the terms hereof, shall remain in full force and effect for a term of twenty (20) years from and after the date of recording of this Declaration, from which time they shall be automatically renewed and extended for successive periods of ten (10) years each, unless terminated as of the end of such initial twenty (20) years or any successive ten (10) years within the six (6) month period immediately preceding the expiration of such initial period, or any renewal period, by an instrument of termination executed and acknowledged by the Owners of at least two-thirds (2/3) of the Lots and recorded in the office of the Yavapai County Recorder.

IN WITNESS WHEREOF, RIO VERDE RANCHOS PROPERTY OWNERS ASSOCIATION, INC., an Arizona Corporation, has executed this Declaration of Restrictions by the undersigned this 18th day of May, 2020.

RIO VERDE RANCHOS
PROPERTY OWNERS ASSOCIATION, INC.
An Arizona Non-Profit Corporation

By:

Nils A. Anderson

Nils A. Anderson, Statutory Agent and Treasurer

STATE OF ARIZONA)
) ss.
County of Yavapai)

This instrument was acknowledged before me this 18th day of May, 2020 by *Nils A. Anderson*, as Statutory Agent and Treasurer of Rio Verde Ranchos Property Owners Association, Inc.

Ajaye K Waterfield

Notary Public

