

DECLARATIONS
OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration of Covenants Conditions and Restrictions, hereinafter referred to as the "Declaration", is made as of the 31st day of May, 1979 by the property owners of the following lots in Carefree Shadows, a subdivision situated in Maricopa County, State of Arizona; and by property owners in the Metes and Bounds area situated in Maricopa County, State of Arizona, to wit:

WITNESSETH:

Whereas, the Declarant is the owner (s) of the following described real property situated in Maricopa County Arizona:

Lots 1-140 inclusive Carefree Shadows, according to the plat of record in the Office of the County Recorder of Maricopa County, Arizona (hereinafter sometimes collectively referred to as the "Premises"). Carefree Shadows I, Lots 1-48 inclusive, in Book 104 of Maps, page 25; Carefree Shadows II, Lots 49-75 inclusive, In Book 107 of Maps, page 9; and Carefree Shadows III, Lots 76-140 inclusive, in Book 121 of Maps, page 42. Lots 9G, 9H, 9J, 9K, 9L, 9M, 9N, and 9P inclusive, Metes and Bounds, according to Docket 6909, pages 704-707 and Docket 6980, pages 879-882 thereof. As shown on Carefree Shadows a plat of record in Book 104 at page 25.

Whereas, the Declarant will convey the said properties, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges hereinafter set forth.

NOW, THEREFORE, the Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following covenants, conditions, charges, liens, restrictions, easements and reservations (hereinafter collectively sometimes called "Restrictions"), all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the said real property, and all of which are hereby declared to be for the benefit of all of the properties described herein and the owners thereof, their heirs, successors, grantees and assigns. These restrictions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties, or any-part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Properties" or "Premises" shall mean and refer to that certain real property hereinbefore described.

Section 2. "Lot" shall mean and refer to a separately designated and legally described freehold estate consisting of any plot of land and the improvements thereon shown upon any recorded subdivision map of the properties with the exception of the common area.

Section 3. "Member" shall mean and refer to every person or entity who holds membership in the association.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of equitable title or legal title if equitable title has merged, of any lot which is part of the properties.

Section 5. "Declarant" shall mean and refer to the present owner (s) their successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

ARTICLE II MEMBERSHIP

Section 1. Membership in the Carefree Shadows Improvement Association, when an association is established, shall be limited to owners of lots within the above described property. An owner of a lot shall automatically, upon becoming the owner of a lot, become a member of the Association, and shall remain a member of the Association until such time as his ownership ceases for any reason, at which time his membership in said Association shall automatically cease. Ownership of a lot shall be the sole qualification and criteria for membership when such association is established and dues as determined are assessed.

Section 2. A membership in the Association shall not be transferred, pledged or alienated in any way, except upon the sale of such lot and then only to such purchaser, or by intestate succession, testamentary disposition, foreclosure of mortgage of record or other legal process. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. In the event the owner of any lot should fail or refuse to transfer the membership registered in his name to the purchaser of such lot, the Association shall have the right to record the transfer upon the books of the Association and issue a new membership for the purchaser and thereupon the old membership outstanding in the name of the seller be null and void as though the same had been surrendered.

Section 3. The owner of each lot shall be entitled to one membership in the Association, and there shall be no more than one membership for each lot, which membership shall be subject to all of the provisions of the Association's Articles of Incorporation. By-Laws. Management Agreement, and Restrictions.

ARTICLE III VOTING RIGHTS

Section 1. The Association shall have one class of voting membership.
Class A. Class A members shall be all those owners as defined in Article II. A Class A member shall be entitled to one vote for each lot owned by said member, as provided above and upon payment of membership dues.

ARTICLE IV USE RESTRICTIONS

Section 1. Residential Use: Each lot shall be for single family residential use only.

Section 2. Guest House: Nothing contained herein shall be so construed as to prevent the construction on a lot of one guest house, either attached to or separate from the main residence already constructed thereon, provided said structure shall be for, and only used by, non-paying guests and constructed in accordance with approved plans.

Section 3. Temporary Building: No temporary building, shack, tent, trailer, mobile home, mobile vehicle or unsightly structure shall ever be erected or maintained on any lot; provided that nothing herein contained shall prevent the erection of a temporary shop or office structure by a contractor or builder during the actual bona fide construction of a permitted

structure upon a lot. No garage or guest house shall be commenced or erected until the construction of the main building complying with these Covenants shall have been started.

Section 4. Maintenance, Repair and Reconstruction: Each owner of a lot shall at all times keep and maintain such lot and the improvement thereon in a good, neat and clean condition. In the event of damage or destruction from any cause whatsoever, to all or any portion of the building or other improvements on such lot, the owner shall promptly either repair, restore or reconstruct the same or cause the promises to be left in a good, neat and clean condition, so as not to depreciate the value of other properties. If maintenance, reconstruction or repair involves a change in the exterior appearance of the structure such modification must be cleared with Architectural Control.

Section 5. No poultry, cattle, horses or other animals, except only ordinary and normally accepted house pets, such as domestic dogs and cats, shall be kept and maintained in Carefree Shadows and Metes and Bounds. No animal shelter, kennel or other structure or facility relating to poultry or any other animals of whatsoever kind or nature shall be erected, placed, or permitted in Carefree Shadows or Metes and Bounds areas.

Section 6. Signs: No signs of a commercial nature except "For Rent" or "For Sale" signs (not exceeding 3 square feet) shall be placed or allowed on any lot. The use of portable A-frame directional signs with respect to "open house" is acceptable, provided the signs are picked up each evening.

Section 7. Business: No billboards, store, office or other place of business of any kind, and no institution or other place for the care or treatment of the physically or mentally sick or disabled shall be placed or permitted to remain on any lot or within any residence. Nor shall any theater, bar, restaurant, saloon or other place of entertainment ever be permitted upon any lot or any part thereof.

Section 8. Utility Lines: All public utility lines and wires shall be underground and not overhead to their place of usage.

Section 9. Resubdividing: No lot shall be resubdivided smaller than shown or delineated on the original plat, but nothing herein contained shall be construed as to prevent the use of a lot and a fraction of an adjoining lot or the use of two lots as one unit or building site, after which time the combination of the whole lot and adjacent part of the adjoining lot or the two lots shall, for the purpose of these Covenants, be considered as a single lot except for assessment purposes.

Section 10. Provisions for sanitary sewage disposal will be in conformance with Maricopa County Health Department standards. Septic tanks with leach fields or seepage pits are acceptable on all lots as approved by the Maricopa County Health Department.

Section 11. Dirt motor bikes, motor scooters, and three (3) or four (4) wheel dirt terrain recreational vehicles (excluding duly authorized on-road licensed vehicles) are not permitted to be operated within the boundaries of Carefree Shadows and Metes and Bounds.

Section 12. Motorcycles being operated within the boundaries of Carefree Shadows and Metes and Bounds must be operated by licensed operators and be primarily utilized for transportation to and from place of residence.

Section 13. Helicopter pads shall not be permitted within the subdivision. Helicopters are not permitted to be operated within the area for private or commercial use.

ARTICLE V
ARCHITECTURAL CONTROL

Section A. The Carefree Improvement Association shall exclusively exercise the function of Architectural Control. If and when a Carefree Shadows Improvement Association is formed this Association may assume the function of Architectural Control, if they so desire, by a majority vote of the Carefree Shadows Improvement Association membership.

Section B. No building, fence, wall or other structure shall be commenced, placed or erected on any lot unless and until:

- (1) A preliminary plot plan and elevation sketches have been first reviewed with an Architectural Control Committee representative.
- (2) Final detailed construction plans and specifications including floor plans and building elevations are submitted to and approved, in writing, by the Architectural Control Committee.
- (3) A filing fee, payable to the Carefree Shadows Homeowners Association is required with submission of preliminary plans.

Section C. The declared purpose of Architectural Control as herein used is to assure that the character, design, exterior materials, roof, proportions, elevation and sitting of each residence shall not be offensive as viewed from the streets or other residential sites using reasonable and generally accepted criteria of Architectural judgment in addition to specific limitations as follows:

- (1) Height: No building shall be over twenty-two (22) feet in height.
- (2) Type: The Architectural type or theme shall be faithfully carried out in its entire concept and shall be one that is indigenous to and naturally compatible with the Southwest or similar climates or topographies. Mediterranean, Spanish, Spanish American, Pueblo, Territorial, Ranch, Hacienda, or a synthesis of these is acceptable.
- (3) Fences and Walls: No chain link fences or wire fences unless shielded by plantings and/or painted a light green or beige color that is compatible with the desert landscape will be permitted. No untreated concrete block walls are permitted. Property lines may be delineated by split rails or masonry walls not over 42 inches in height. No other fence, or wall, other than the building wall, shall be more than 72 inches in height, except regulation tennis court fences and fences as noted under Section C, item 12.
- (4) Lights: The source of an exterior light shall not be objectionably visible nor be directed toward the street or other lots. Tennis court lights are permitted when they are held within the boundaries of the lot and do not shine out onto other individuals lots. Lights shall be installed which do not throw outside light.

- (5) Trash: Concealed trash areas shall be utilized other than when trash is placed for pickup. No garbage, trash or other waste materials shall be burned or disposed of on said premises. All rubbish, trash or garbage shall be removed from the premises and shall not be allowed to accumulate thereon.
- (6) Vehicles: No bus, truck (over 1 ton), or heavy duty equipment shall ever be placed or maintained in Carefree Shadows or Metes and Bounds. No trailers, campers, mobile homes, boats, or similar vehicles shall ever be placed or maintained in Carefree Shadows or Metes and Bounds, except when these vehicles can be properly concealed by means of garages, enclosed carports, within walled areas, by plantings and/or similar manner, and maintained so as not to detract from the overall appearance of the subdivision and/or adjacent properties.
- (7) Colors: Roofs shall not be white, aluminized nor excessively reflective nor shall walls, trim or accessories be obtrusive or gaudy. The exception would be residences with flat roofs with parapet walls.
- (8) Air Conditioners, Mechanical and Electronic Equipment: Roof mounting of equipment such as air conditioners other than that required by plumbing codes, shall not be permitted on roofs unless completely concealed in a way that is harmonious with the basic architectural theme and shall not project beyond the previously stated height restrictions.
- (9) Antennas and Aerials: Towers or supports for radio or television reception or transmission are permitted as long as they do not exceed the height of the building restriction, twenty-two (22) feet, when the units in its rest position. This does not preclude the use of roof mounted television antenna.
- (10) Setbacks and Permits: No portion of any resident structure shall be placed or constructed within forty (40) feet of the front or street side or rear line of any residential lot or within twenty (20) feet of the side line of any lot, except that in construing this restriction two (2) or more lots owned and built upon by a single owner as one unit shall be construed as one lot.

The restrictions of this paragraph shall not prevent the erection of permitted auxiliary structures on the rear one-fourth of any residential lot provided the same shall not be closer than twenty (20) feet to the side line of any lot or closer than seven (7) feet to the rear lot line and does not encroach on any easement.

- (11) Living Area Under Roofs: No residence shall be erected, used nor permitted on any lot which shall contain less than eighteen hundred (1800) square feet of ground floor area, exclusive of porches, patios, carports and garages, whether or not they are attached to or are adjacent to said residence. Presently existing structures are excluded.
- (12) Tanks: All water tanks (excepting water company tanks), fuel, gas and or other tanks or receptacles (not buried beneath the surface of the ground), clotheslines, equipment, service yards or storage piles, shall be kept screened by adequate plantings or fencing so as to reasonably conceal them from view of neighboring parcels and streets. A fence/wall may exceed the 6 foot limit only if necessary to conceal above ground tanks.

Section D. The Architectural Control committee shall have the right to withhold the approval of any such plans and specifications for any reason it deems necessary to carry out its declared purpose. The Committee's approval, if given, shall be related only to the building, fence, wall or other structure specifically indicated or depicted in the plans and specifications submitted to it. All construction shall be done in accordance with the plans and specifications approved by the Architectural Control committee. If no action is taken within thirty (30) days of submission of plans and specifications they shall be deemed to be approved.

Section E. No changes, alterations or additions affecting the outside of the resident structure shall be permitted without the prior approval of the Architectural Control Committee. Any additions such as guest houses, garages, patios, pools, tennis courts, solar panels and or other exterior structures must have prior approval of the Architectural Control Committee.

ARTICLE VI GENERAL PROVISIONS

Section 1. In event of any ambiguity in a provision of these restrictions, the interpretation of the Architectural Control Committee as to the meaning intended shall prevail under the provisions of Articles IV and V.

Section 2. Severability: Any determination by any court of competent jurisdiction that any provision in this instrument is valid or unenforceable shall not affect the validity or enforceability of the remaining provisions of this instrument and the same shall remain in full force and effect.

Section 3. References to Covenants: Any and all instruments of conveyance of any interest in any lot may contain reference to this instrument and shall be subject to the covenants, restrictions, reservations and conditions of this instrument the same as if they were therein set forth in full; provided, however, that the restrictive covenants, terms and conditions of this instrument shall be binding upon all persons affected by the same, whether express reference is made to this instrument or not.

Section 4. Waiver or Abandonment: Except as otherwise specifically set forth in section 5 thereof, the failure to enforce any breach or violations of any of the provisions of this instrument shall not constitute an abandonment or waiver of any right to enforce such provision or any subsequent breach or violation of such provision or of any of the other covenants herein set forth.

Section 5. Enforcement: These Covenants, which run with the Premises and be a burden on each lot are for the exclusive benefit and protection of the property owners within the Premises and shall be enforceable by the Town of Carefree or by the Carefree Shadows Homeowners Association, when formed on assent by written vote of fifty-one (51) percent of the property owners. Violation of any one or more of the Covenants herein set forth may be restrained or enforced by any court of competent jurisdiction and/or damages may be awarded for any violation. However, nothing herein shall be construed as meaning that damages are an adequate remedy where equitable relief is sought.

Section 6. If there shall be a violation or threatened or attempted violation of any of the Covenants, Conditions, Stipulations, or Restrictions herein contained, it shall be lawful for any person owning real property situated in Carefree Shadows or Metes and Bounds to institute proceedings in a Court of competent jurisdiction against any person attempting or threatening

to violate any such covenant, condition, restriction, or stipulation and either to enjoin the person from doing so or to recover damages therefore. No failure of any person or party to enforce any of the restrictions, rights, reservations, limitations, covenants, and conditions contained herein shall, in any event, be construed or held to be a waiver thereof or consent to any further or succeeding breach or violation thereof. The violation of any of these restrictive covenants, conditions or stipulations, or any one or more of them, shall not affect the lien of any mortgagee now on record, or which hereafter may be placed on record, upon said lots or tracts or any part thereof.

Section 7. Amendments: These Covenants may be amended from time to time with respect to any lot within the Premises by recording in the Office of the County Recorder of Maricopa County, Arizona, an instrument in writing reciting, said amendment and signed (with signatures properly acknowledged) by fifty-one (51) percent of the lot owners.

Section 8. No lot shall be used or allowed to become in such condition as to depreciate the value of adjacent property and/or other property in Carefree Shadows or Metes and Bounds.

Section 9. These restrictions shall remain in full force and effect until December 31, 2000 A.D. Thereafter they shall be deemed to have been renewed for successive terms of ten (10) years unless revoked or amended by an amendment in writing executed and acknowledged by the then owners of not less than fifty-one (51) percent of the lots in the premises which said instrument shall be recorded in the Office of the Recorder of the County of Maricopa, State of Arizona, within ninety (90) days prior to the expiration of the initial effective period hereof or any ten-year extension. This subsection is modified by the provisions contained in Section 6 herein immediately above to the extent that they may conflict with the provisions of this Section 9.

Section 10. The purpose in placing these Restrictions of Record is that they all be binding upon all persons acquiring an interest in any lot, tract or parcel of land in Carefree Shadows I, II, and III and Metes and Bounds, regardless of whether or not some are referred to in the deed of conveyance for said property.

The foregoing is a copy of the restrictions, conditions and covenants for Carefree Shadows I, II, and III and Metes and Bounds as set forth in instrument recorded in Docket , page , records of Maricopa County, Arizona.

to violate any such covenant, condition, restriction, or stipulation and either to enjoin the person from doing so or to recover damages therefore. No failure of any person or party to enforce any of the restrictions, rights, reservations, limitations, covenants, and conditions contained herein shall, in any event, be construed or held to be a waiver thereof or consent to any further or succeeding breach or violation thereof. The violation of any of these restrictive covenants, conditions or stipulations, or any one or more of them, shall not affect the lien of any mortgagee now on record, or which hereafter may be placed on record, upon said lots or tracts or any part thereof.

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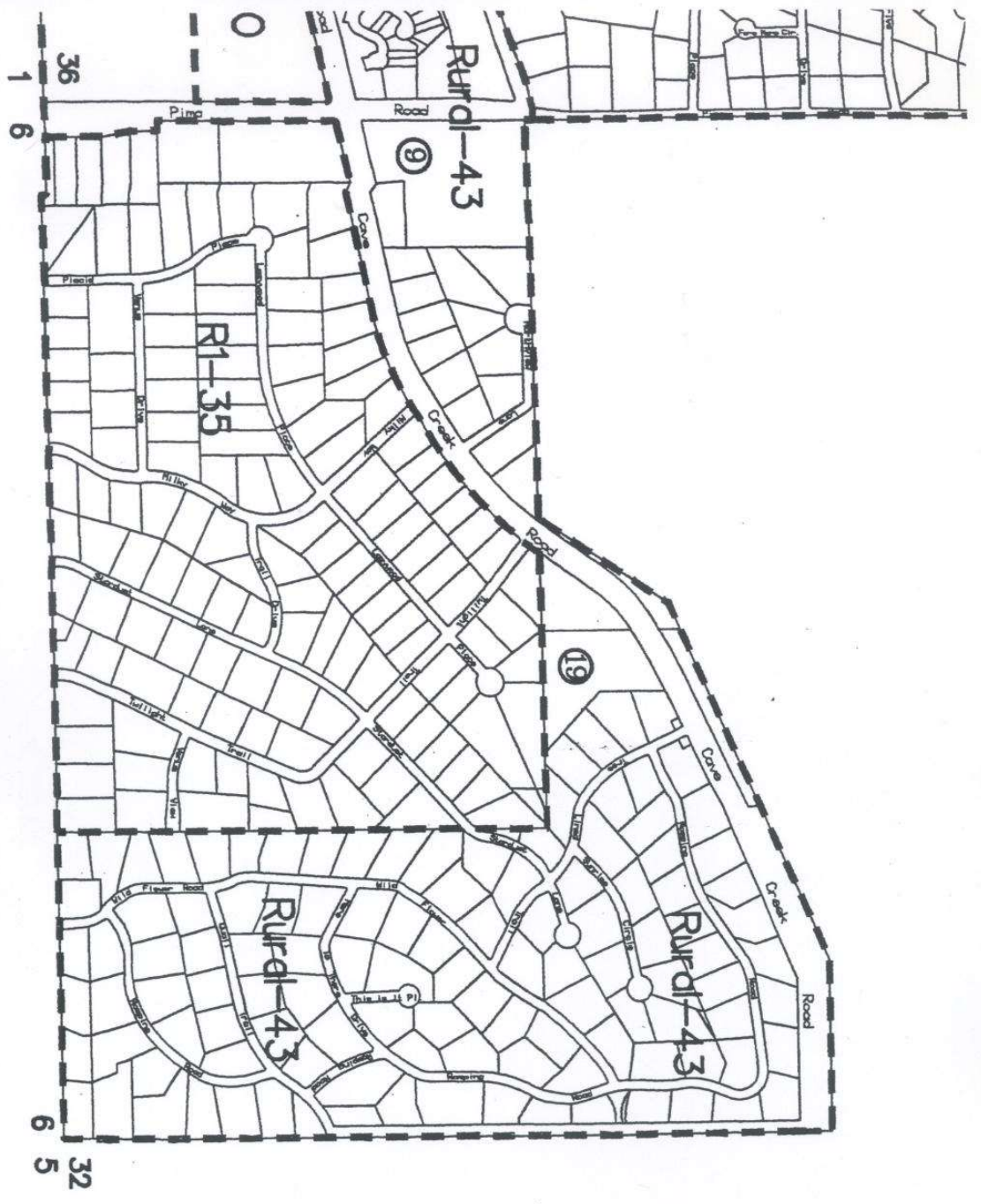
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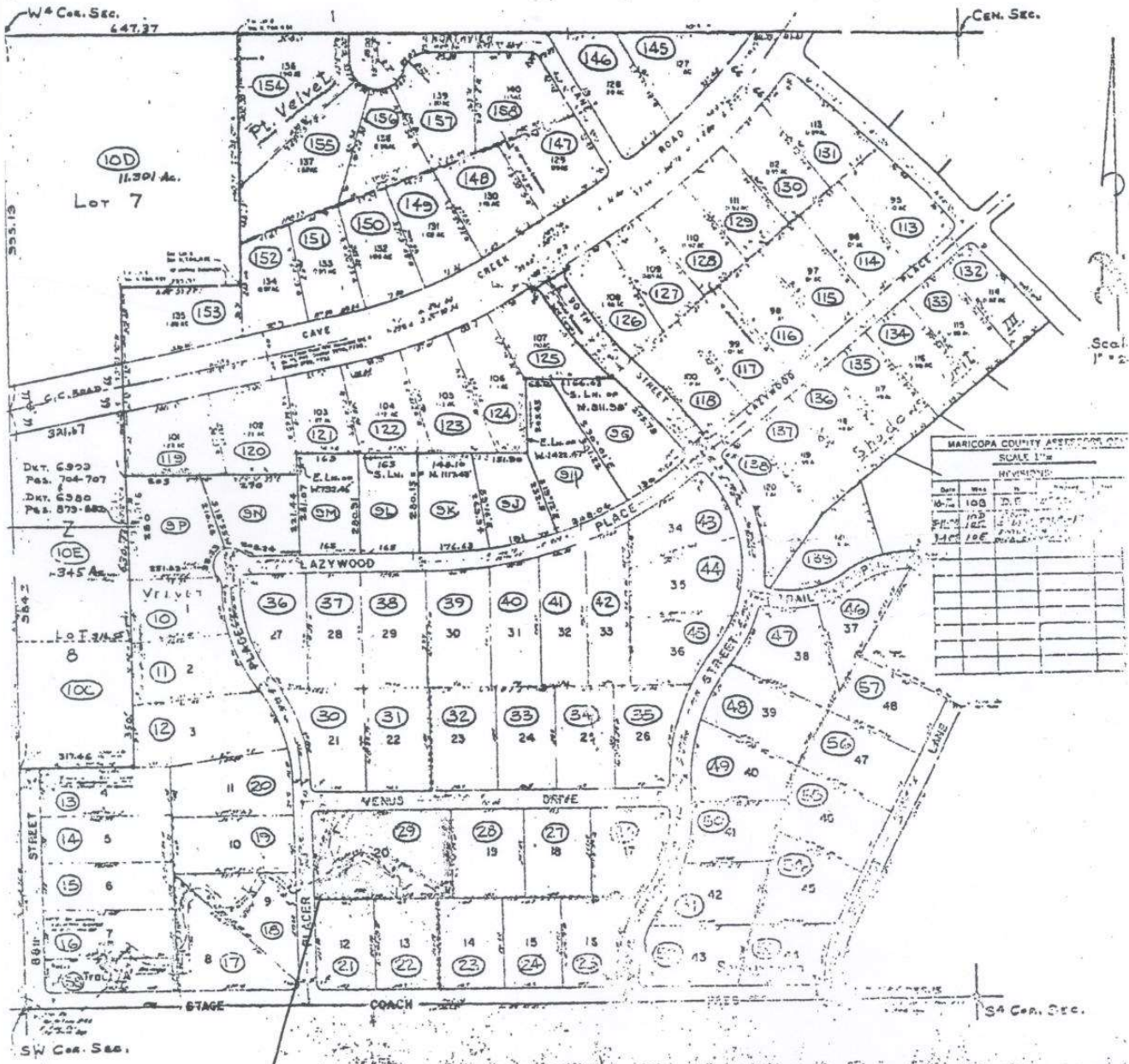
sdale



SW 4 SEC. 31 GN 5 E

Loc 210

VELVET SHADOWS: lots 1-48 & Tract X. (MCR 104/25-1364 SUB).
PT. VELVET SHADOWS UNIT III: lots 95-121 & 127-140. (MCR 121/13-1379 SUB).



LOT 20 VELVET SHADOWS UNIT III MCR 104/25

Lot Size: N = 350.00'

--- 0.2 --- 10 Acres

