

Declaration  
Of Covenants, Conditions and Restrictions

THIS DECLARATION, made on the date hereinafter set forth by Stansen Corporation, an Arizona corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declared is the owner of certain property in the City of Mesa, County of Maricopa, State of Arizona, which is more particularly described as:

Lots 1-33 inclusive, and Tract A, inclusive, Las Maderas according to plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 187 of Maps, page 31:

(Subdivision hereinafter)

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, comments, and conditions, which are for the purpose of protecting the values and desirability of, and which shall run with, the real property and be binding on all parties having any rights, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1: "Association" shall mean and refer to the Las Maderas Association, its successors and assigns.

Section 2: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security of the performance of an obligation.

Sections 3: "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions, thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4: "Common Area" shall mean all the real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Tract A, Las Maderas, according to Plot of record in the office of the County Recorder of Maricopa County, Arizona in Book 187 of Maps, page 32.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to the Stansen Corporation, Inc., an Arizona Corporation, its 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

### PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

Section 2. Delegation of use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

## Article III

### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting members:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- a. When the total votes outstanding in the Class A membership equal the total outstanding in the Class B membership, or
- b. On January 1, 1980.

## Article IV

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as herein – after provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interests, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments and Primary Duties of Association. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement in maintenance of the Common Area and such planter areas as are to be located within public streets within the Las Maderas subdivision.

Included within, but not as a limitation upon the powers of the Association, the Association shall have the primary duty to perform the following maintenance:

- (a) Chemical weed treatment as necessary or proper to maintain landscaping within Common Areas and planters within public streets within Las Maderas subdivision.
- (b) Watering as necessary or proper to maintain said landscaping.
- (c) Periodic mowing, raking, tilling, or planting as necessary or proper to maintain said landscaping.
- (d) Repair of any damage to perimeter wall as is located upon a part of the Common Area and enforcement of obligations of each Owner of a Lot wherein such perimeter wall is in part located to maintain such portion of wall as is located upon the Lot owned by said Owner.
- (e) Maintenance of all Association equipment and facilities, (i.e. tennis courts).

Section 3. Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum assessment shall be Three Hundred Dollars (\$300.00) per lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessments for the previous year without a vote of the members.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum, unless inflationary pressures in the general economy dictate such.

Section 4. Special Assessment, for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments, if any, must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates: The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 8% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of the Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessment thus provided for herein shall be subordinate to the lien of any first mortgage or the first deed of trust. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or deed of trust foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

## Article V

### USE RESTRICTIONS

Section 1. The properties shall be for residential use only and construction thereon is restricted to single family dwellings and no business uses or activities of any kind whatsoever shall be permitted or conducted upon said premises, except that during the course of development and initial sale of Lots, Declarant may maintain thereon model homes, sales office, and construction office for use in the development and sale of single family dwellings within Las Maderas subdivision.

Section 2. Architectural Control. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any anterior addition to or change of alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surround structure and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disprove such design and location with thirty (30) days after said plans and specification have been received by it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 3. New Construction. All improvements erected upon said premises shall be of new construction and no buildings or structures shall be moved from other locations onto said premises.

Section 4. Size. The main floor area of the dwelling, exclusive of porches, garages, carports and patios, shall be not less than 1700 square feet unless otherwise approved by the Committee. No prefabricated buildings or other structure of any nature whatsoever, permanent or temporary, shall be moved or placed upon, or assembled or otherwise maintained on any lot, provided, however, that a temporary office, trailer office, tool shed, lumber shed and/or sales office may be maintained upon any lot or lots by any building developer or contractor for the purpose of erecting and selling dwellings on any lot or lots, but such temporary structures shall be removed at completion of reconstruction or selling of dwellings, whichever is later.

Section 5. Signs. No sign of any kind shall be displayed to the public view of any lot except one sign of not more than five (5) square feet, advertising the property for sale or rent, or as approved by the Association, or as placed by the builder or developer during the period of construction and sale of homes within Las Maderas subdivision.

Section 6. Citrus Trees and Front Yard Landscaping. Each lot and common area will maintain borders of citrus trees as originally stipulated by the Declarant. These are to be faithfully maintained by each lot owner and cannot be removed without prior approval

No front yard landscaping, as approved by the architectural control Committee may be changed, except for minor shrubs, flowers and the like, without prior committee approval. Such approval shall be granted upon favorable action by the committee no later than 15 calendar days after the reception of a written request and accompanying plan have been submitted. Should no response be given within that period of time, the applicant may consider his alteration as approved, providing assurances that the committee has in fact received the proposal for consideration in a timely manner.

Each front yard will be maintained according to its original plan, as approved by the architectural control committee. At the time of residential construction, any change or completion in landscaping must be effected within the time parameter to be established by the committee. Any delinquency can be rectified by the Homeowners Association in the manner prescribed by Section 18 herein.

Section 8. Clothes Drying Facilities. Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on front yard or carport of any lot unless they are at location not visible from neighboring Property or street adjoining said lot.

Section 9. Trash Containers and Collection. No garbage or trash shall be placed or kept on any Lot except in covered containers. In no event shall such containers be maintained so as to be Visible From Neighboring Property except to make the same available for collection, and, then, only the time reasonably necessary to effect such collection. All rubbish, trash, or garage shall be removed from the Lots and shall not be allowed to accumulate thereon. No incinerators shall be kept or maintained on any Lot.

Section 10. Abandoned or Inoperative Vehicles. No vehicle of any type which is abandoned or inoperable shall be stored or kept on any Lot in such a manner as to be visible from neighboring property or from any street within Las Maderas subdivision. No parking of heavy equipment, motor homes, boats, or trailers shall be permitted in public right-of-ways.

Section 11. Motor Vehicle Repair. Except with approval of the Association, no motor vehicle, boat, or trailer shall be constructed, reconstructed or repaired upon any lot or street in such a manner as will be visible from neighboring property provided, however, the provisions of this Section shall not apply to repairs completed within two days from date commenced.

Section 12. "Visible from Neighboring Property" As Utilized In the Article. Shall mean, with respect to any given object, that such object is or would be visible to a person six feet tall, standing on any part of such neighboring property at an elevation no greater than the elevation of the base of the object being viewed.

Section 13. Nuisances. No noxious or offensive activity, relating to either sight, sound, or smell, shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood.

Section 14. 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 and are kept in such manner as not to constitute a nuisance to the neighborhood.

Section 15. Easements. Easements, as indicated upon the record plat of The Las Maderas subdivision are reserved for the installation and maintenance of public service utilities and other uses for public or quasi-public good. No buildings shall be placed upon such easements or interference be made with the free use of the same for the purposes intended.

Declarant further reserves the right to grant specific easements for utility purposes at any time prior to sale of Lot or Lots affected.

Section 16. Perimeter Wall. Each Lot of upon which is built or which adjoins the perimeter wall to the development as constructed as a part of the development of The Las Maderas subdivision or any part thereof, shall be subject to an easement for encroachment, settling the right of entry during daylight hours to yard areas as necessary or proper for repair or maintenance of said wall, provided no such entry shall occur without advanced written notice of 48 hours or more delivered to occupant of residence located upon the Lot to be entered or posted on front of residence located upon such Lot. Said right of entry shall exist in (1) Declarant, (2) The City of Mesa, Arizona, or (3) in Association.

Section 17. Drainage. No owner acquiring title to a Lot improved with a residential dwelling shall after fill, block, or obstruct any drainage easements and drainage structures on the demised premises any building or obstruction which directly or indirectly obstructs the drainage as established by developer at time of initial construction except with consent of the Association, and owner agrees to make and forever to repair and maintain all such drainage and easements and drainage structures on the Lot premises, making good nevertheless, at his own expense, all damage which may be caused to the said drainage easements and structures on the Lot, and owner agrees to repair at his own expense, all damage to any structure on any Lot which may be caused directly or indirectly by his obstructing, blocking or filling any such drainage easements.

Section 18. Maintenance of Lawns and Plantings. Each Owner of a Lot shall keep all shrubs, trees, grass and plantings of every kind on his Lot, including set back areas, planted areas between adjacent sidewalks and the street curb, if any, and any other area located between the boundary line of his property and the street or any other property on which such Owner's property abuts, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. During prolonged absence, such owner of a Lot agrees he will arrange for the care of the property during such absence. Should any Owner fail to so maintain his Lot, the Association may deliver written notice for need of maintenance and provide that correction is to occur within fifteen (15) days of said notice. In the event correction is not so made by Owner, the Association may cause said maintenance to be performed upon the Lot, such maintenance to be limited to exterior of residence. The reasonable costs of such maintenance shall be lien upon said Lot upon the filing by the Association of affidavit in the Office of the County Recorder of Maricopa County, State of Arizona, stating action taken pursuant to this section and stating the amount due for such maintenance, to whom it was paid, and by whom advanced, the date of payment and designated the Lot to which the lien applies.

Section 19. Encroachment. Each Lot shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed or constructed by the original builder. A valid easement for said encroachments for the maintenance of same, so long as the residence stands, shall and does exist. In the event the residence is partially or totally destroyed, and then rebuilt the Owners agree that minor encroachments of parts of the adjacent residence due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist. Anything to the contrary notwithstanding, any such encroachment shall not exceed (1) foot.

Section 20. Delegation of Association Duties to Architectural Committee. The Association may by resolution delegate to its Architectural Committee duties and rights regarding Restrictions under this Article.

Article VI

GERERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order, shall in no way affect any other provisions which shall remain in full force and affect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first forty (40) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. FHA/VA Approval. As long as there is a Class B membership dedication of Common Area by amendment of this Declaration of Covenants. Conditions and Restrictions will require the prior approval of the Federal Housing Administration or the Veterans Administration if either the Federal Housing Administration or the Veterans Administration has guaranteed one or more loans to an Owner or Owners of any Lot within the Las Maderas subdivision.

Section 5. Deeds. Deeds or conveyance of all or any of the Lots shall incorporate by reference all of the provisions contained in this document. However, whether or not recited in the deeds of conveyance, these restrictions shall be binding on every Owner of every Lot contained within the Las Maderas Subdivision.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has here unto set its hand and seal this 19<sup>th</sup> day of November, 1976.

State of Arizona  
County of Maricopa

On this, 22<sup>nd</sup> day of November, 1976, before me, the undersigned officer, personally appeared Keith K. Standage of Stansen Corporation and that, as such officers respectively being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation, by themselves as such officers, respectively.

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

Kay Kragg  
Notary Public