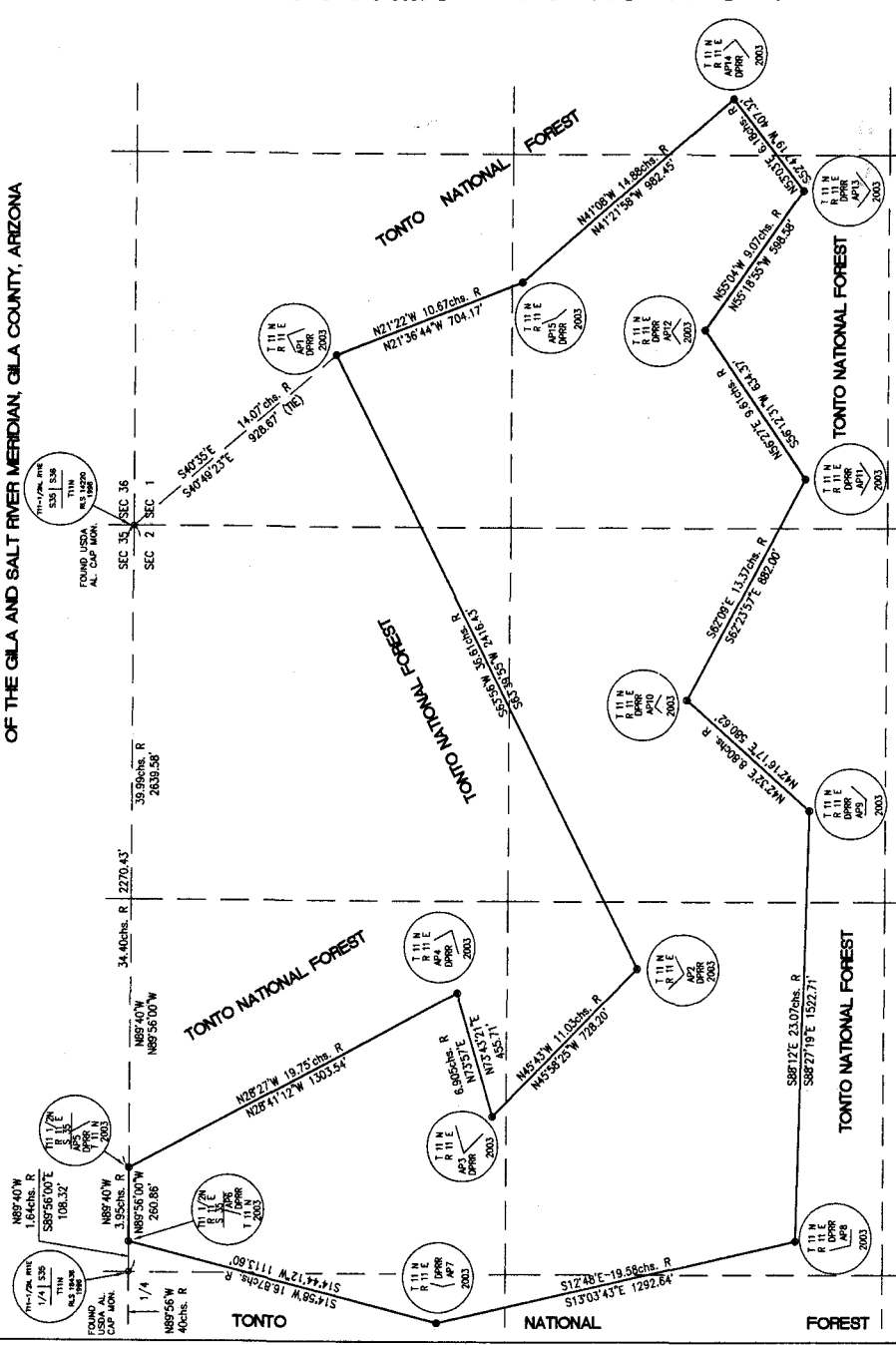
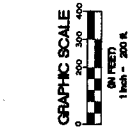


# FINAL PLAT

## DIAMOND POINT SUMMER HOMES

A SUBDIVISION OF PORTIONS OF SECTIONS 1 AND 2, TOWNSHIP 11 NORTH, RANGE 11 EAST,  
OF THE GILA AND SALT RIVER MERIDIAN, GILA COUNTY, ARIZONA



**NOTES**

- All tracts within this Subdivision, as located within Tract 'A', are private streets, Diamond Point Summer Homes, as Arizona Corporation accepts the maintenance and liability responsibilities for the private streets within this Subdivision, which shall be recorded in the Office of the County Recorder of Gila County, Arizona, after its recording of this Plat.
- Tracts 'A' through 'D', as shown on this Plat, are set aside as "Common Areas" for the use and enjoyment of the owners of the lots within this Subdivision, and the use and enjoyment of the lots is subject to the Declaration of Covenants, Conditions and Restrictions for the Diamond Point Summer Homes which is to be recorded in the Office of the County Recorder of Gila County, Arizona, after the recording of this Plat.
- Deed restrictions are provided for, as to be recorded in the Office of the County Recorder of Gila County, Arizona, after the recording of this Plat.
- All bearings and distances are measured unless otherwise noted.
- Existing zoning = R1L with a density district of D1S.

**LEGEND**

R = RECORD PER U.S. DEPARTMENT OF INTERIOR DEPENDENT AGENTS AND BUREAU OF LAND MANAGEMENT, BLM GRASS CAP METES-AND-BOUNDS SURVEY OF TRACT 37, SECTION 2, TOWNSHIP 11 NORTH, RANGE 11 EAST, GILA AND SALT RIVER MERIDIAN, GILA COUNTY, ARIZONA, DATED 2 FEB 2004 AND FIELD NOTES COMPLETED 18 DEC 2003, BLM PLAN NO. 2004-001, BLM PLAN NO. 2004-001.

C = CALCULATED.

O = FOUND MONUMENT AS NOTED

● = SUBDIVISION CORNER, FOUND BLM GRASS CAP UNLESS NOTED OTHERWISE

**BASIS OF BEARING**

THE NORTH LINE OF SECTION 2, TOWNSHIP 11 NORTH, RANGE 11 EAST, OF THE GILA AND SALT RIVER MERIDIAN, GILA COUNTY, ARIZONA, BEING  $S89^{\circ}56'00''E$ , A DISTANCE OF 2,639.38'.

759A

I do hereby certify that this is a true and correct copy of the original as recorded in the records of GILA COUNTY, ARIZONA, on this 17th day of MAY, 2005.

When my hand and official seal are hereunto set on the day and year first above written.

By: *[Signature]*  
 County Recorder  
 GILA COUNTY, ARIZONA

### DEDICATION

KNOW ALL MEN BY THESE PRESENTS That Diamond Point Summer Homes, an Arizona Corporation, has subdivided, under the name of Diamond Point Summer Homes, portions of Sections 1 and 2, Township 11 North, Range 11 East, Gila and Salt River Meridian, Gila County, Arizona, and has caused to be recorded in the Office of the County Recorder of Gila County, Arizona, a certain plat of the Plat of said Diamond Point Summer Homes and hereby declares that said Plat sets forth the location and boundaries of the several lots, tracts and streets constituting same and that each lot, tract and street shall be known by the number for which the same are respectively designated on said Plat.

Tracts "A" through "D", as shown herein, are reserved for the private use and enjoyment of the owners of property within this subdivision, their heirs and assigns, in more particularly set forth in the Declaration of Covenants, Conditions and Restrictions for the Diamond Point Summer Homes which is to be recorded in the Office of the County Recorder of Gila County, Arizona, after the recording of this Plat.

We, the undersigned President and Vice President of Diamond Point Summer Homes, do hereby warrant that said Corporation is the only party having any record interest in the land shown on this Plat, and we consent to the subdivision of said land in the manner shown herein.

IN WITNESS WHEREOF, Diamond Point Summer Homes, an Arizona Corporation, has caused its corporate name to be printed by its duly authorized officers this 17th day of MAY, 2005.

By: *[Signature]*  
 President  
 By: *[Signature]*  
 Vice President

State of Arizona )  
 County of Gila )

On this 17th day of MAY, 2005, before me, the undersigned, a Notary Public in and for the State of Arizona, and as President, and as Vice President of the Diamond Point Summer Homes, an Arizona Corporation, and as each of them being authorized to do so, executed the foregoing instrument for the purpose and to the effect therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 17th day of MAY, 2005.

APPROVALS

Approved by the Board of Supervisors of Gila County, Arizona this 17th day of MAY, 2005.

By: *[Signature]*  
 Chairman

Attest By: *[Signature]*  
 County Clerk of the County

Approved by the Engineering Department of Gila County, Arizona this 17th day of MAY, 2005.

By: *[Signature]*  
 Engineering Manager

Approved by the Planning and Zoning Commission of Gila County, Arizona this 17th day of FEBRUARY, 2005.

By: *[Signature]*  
 Chairman

Attest By: *[Signature]*  
 PLANNING DEPARTMENT MANAGER

CERTIFICATION

THIS IS TO CERTIFY THAT THE EXTERIOR BOUNDARY RETRACEMENT AND SUBDIVISION OF THE PLATS DESCRIBED AND PLATTED HEREON WAS MADE BY ME OR UNDER MY SUPERVISION DURING THE MONTH OF FEBRUARY, 2004 AND THAT THE SURVEYING INSTRUMENTS AND DATA USED IN THE SURVEYING OF THE LOTS AND TRACTS ARE WARRANTED WITH 5/8" REBAR WITH BRASS NAILS IMBEDDED 18 INCHES AND THAT THEIR POSITIONS AND BEARINGS ARE CORRECT AND THAT THE SURVEY IS COMPLETELY SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.



FILE NO.	2005	BLK. NO.	1-287	RECORDED BY:	BLK.
DATE FILED	27 APR 2005	BOOK NO.		CHECKED BY:	BLK.

**DIAMOND POINT SUMMER HOMES**  
**LOTS 1 THRU 47 AND TRACTS A THRU M**

PLAT NO. 1-3  
 DATE OF PLAT 01/03/04  
 BY: J. B. BURNETT, INC. PLAT NO. 0103304R

759 B

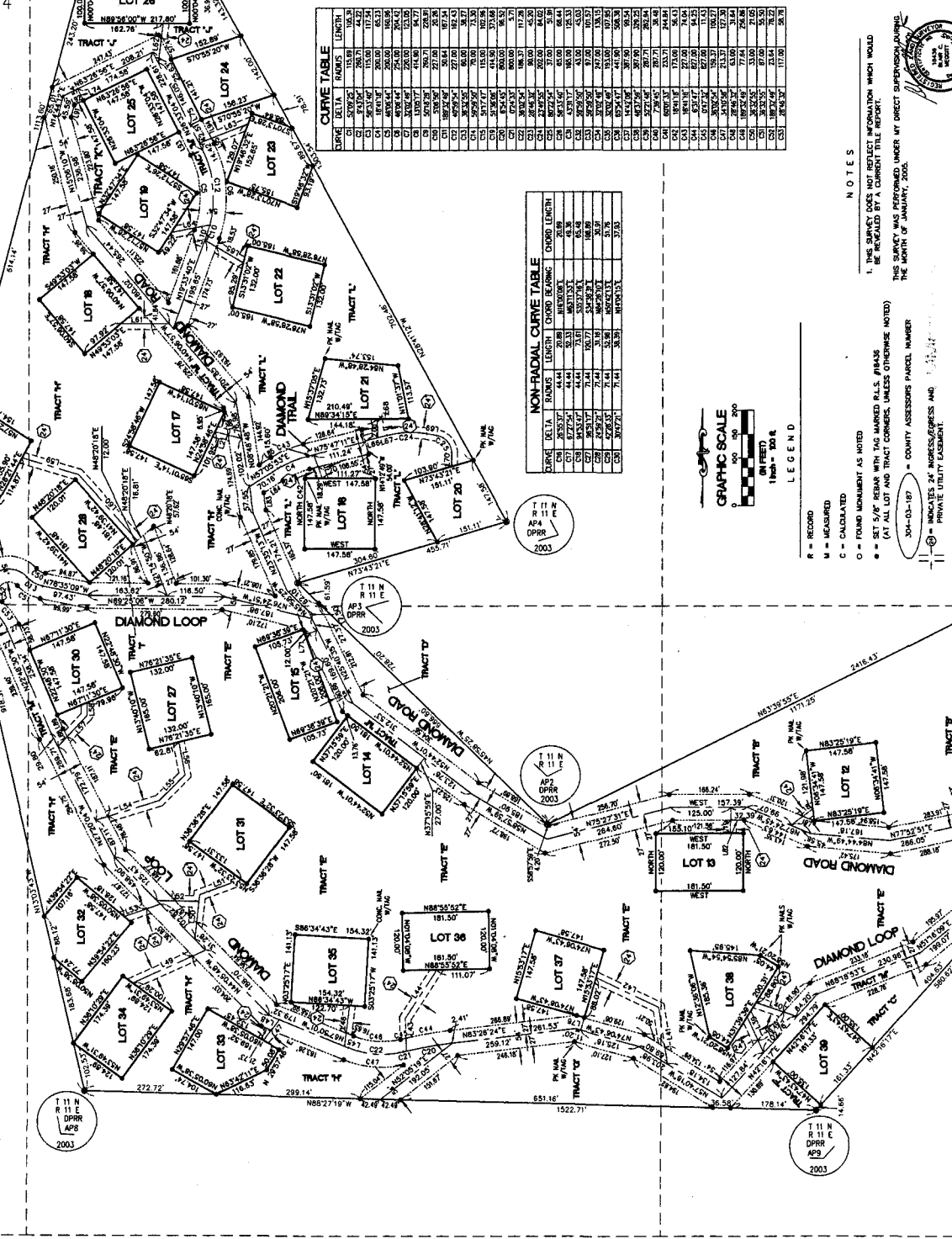
759 B

# FINAL PLAT OF DIAMOND POINT SUMMER HOMES

LOCATED IN A PORTION OF SECTION 1 AND 2,  
OF TOWNSHIP 34 NORTH, RANGE 27 EAST,  
OF THE 6<sup>TH</sup> RANGE, 24<sup>TH</sup> COUNTY, ILLINOIS

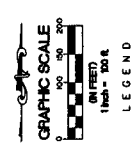
DIAMOND POINT SUMMER HOMES  
LOTS 1 THRU 47 AND TRACTS A, THRU M  
SHEET 2 OF 3  
APX  
LAND SURVEYING INC. PHONE (815) 271-2000  
DATE: 27 APR 2003  
DRAWN BY: CDR  
CHECKED BY: BDR  
ISSUED BY: 107

LINE	LENGTH	BEARING
L1	100.77	N86°23'28"E
L2	100.77	N86°23'28"E
L3	37.58	N86°23'28"E
L4	52.53	N86°23'28"E
L5	26.67	N86°23'28"E
L6	46.44	N86°23'28"E
L7	35.84	N86°23'28"E
L8	35.84	N86°23'28"E
L9	58.82	N86°23'28"E
L10	58.81	N86°23'28"E
L11	57.06	N86°23'28"E
L12	78.00	N86°23'28"E
L13	78.00	N86°23'28"E
L14	11.14	N86°23'28"E
L15	11.14	N86°23'28"E
L16	52.23	N86°23'28"E
L17	52.23	N86°23'28"E
L18	52.23	N86°23'28"E
L19	52.23	N86°23'28"E
L20	52.23	N86°23'28"E
L21	52.23	N86°23'28"E
L22	52.23	N86°23'28"E
L23	52.23	N86°23'28"E
L24	52.23	N86°23'28"E
L25	52.23	N86°23'28"E
L26	52.23	N86°23'28"E
L27	52.23	N86°23'28"E
L28	52.23	N86°23'28"E
L29	52.23	N86°23'28"E
L30	52.23	N86°23'28"E
L31	52.23	N86°23'28"E
L32	52.23	N86°23'28"E
L33	52.23	N86°23'28"E
L34	52.23	N86°23'28"E
L35	52.23	N86°23'28"E
L36	52.23	N86°23'28"E
L37	52.23	N86°23'28"E
L38	52.23	N86°23'28"E
L39	52.23	N86°23'28"E
L40	52.23	N86°23'28"E
L41	52.23	N86°23'28"E
L42	52.23	N86°23'28"E
L43	52.23	N86°23'28"E
L44	52.23	N86°23'28"E
L45	52.23	N86°23'28"E
L46	52.23	N86°23'28"E
L47	52.23	N86°23'28"E
L48	52.23	N86°23'28"E
L49	52.23	N86°23'28"E
L50	52.23	N86°23'28"E
L51	52.23	N86°23'28"E
L52	52.23	N86°23'28"E
L53	52.23	N86°23'28"E
L54	52.23	N86°23'28"E
L55	52.23	N86°23'28"E
L56	52.23	N86°23'28"E
L57	52.23	N86°23'28"E
L58	52.23	N86°23'28"E
L59	52.23	N86°23'28"E
L60	52.23	N86°23'28"E
L61	52.23	N86°23'28"E
L62	52.23	N86°23'28"E
L63	52.23	N86°23'28"E
L64	52.23	N86°23'28"E
L65	52.23	N86°23'28"E
L66	52.23	N86°23'28"E
L67	52.23	N86°23'28"E
L68	52.23	N86°23'28"E
L69	52.23	N86°23'28"E
L70	52.23	N86°23'28"E
L71	52.23	N86°23'28"E
L72	52.23	N86°23'28"E
L73	52.23	N86°23'28"E
L74	52.23	N86°23'28"E
L75	52.23	N86°23'28"E
L76	52.23	N86°23'28"E
L77	52.23	N86°23'28"E
L78	52.23	N86°23'28"E
L79	52.23	N86°23'28"E
L80	52.23	N86°23'28"E
L81	52.23	N86°23'28"E
L82	52.23	N86°23'28"E
L83	52.23	N86°23'28"E
L84	52.23	N86°23'28"E
L85	52.23	N86°23'28"E



SURVEY	DELTA	RADIUS	LENGTH
C1	50.926	115.81	102.3
C2	50.926	115.81	102.3
C3	50.926	115.81	102.3
C4	50.926	115.81	102.3
C5	50.926	115.81	102.3
C6	50.926	115.81	102.3
C7	50.926	115.81	102.3
C8	50.926	115.81	102.3
C9	50.926	115.81	102.3
C10	50.926	115.81	102.3
C11	50.926	115.81	102.3
C12	50.926	115.81	102.3
C13	50.926	115.81	102.3
C14	50.926	115.81	102.3
C15	50.926	115.81	102.3
C16	50.926	115.81	102.3
C17	50.926	115.81	102.3
C18	50.926	115.81	102.3
C19	50.926	115.81	102.3
C20	50.926	115.81	102.3
C21	50.926	115.81	102.3
C22	50.926	115.81	102.3
C23	50.926	115.81	102.3
C24	50.926	115.81	102.3
C25	50.926	115.81	102.3
C26	50.926	115.81	102.3
C27	50.926	115.81	102.3
C28	50.926	115.81	102.3
C29	50.926	115.81	102.3
C30	50.926	115.81	102.3
C31	50.926	115.81	102.3
C32	50.926	115.81	102.3
C33	50.926	115.81	102.3
C34	50.926	115.81	102.3
C35	50.926	115.81	102.3
C36	50.926	115.81	102.3
C37	50.926	115.81	102.3
C38	50.926	115.81	102.3
C39	50.926	115.81	102.3
C40	50.926	115.81	102.3
C41	50.926	115.81	102.3
C42	50.926	115.81	102.3
C43	50.926	115.81	102.3
C44	50.926	115.81	102.3
C45	50.926	115.81	102.3
C46	50.926	115.81	102.3
C47	50.926	115.81	102.3
C48	50.926	115.81	102.3
C49	50.926	115.81	102.3
C50	50.926	115.81	102.3

SURVEY	DELTA	RADIUS	LENGTH	CHORD LENGTH
C1	50.926	115.81	102.3	68.8
C2	50.926	115.81	102.3	68.8
C3	50.926	115.81	102.3	68.8
C4	50.926	115.81	102.3	68.8
C5	50.926	115.81	102.3	68.8
C6	50.926	115.81	102.3	68.8
C7	50.926	115.81	102.3	68.8
C8	50.926	115.81	102.3	68.8
C9	50.926	115.81	102.3	68.8
C10	50.926	115.81	102.3	68.8
C11	50.926	115.81	102.3	68.8
C12	50.926	115.81	102.3	68.8
C13	50.926	115.81	102.3	68.8
C14	50.926	115.81	102.3	68.8
C15	50.926	115.81	102.3	68.8
C16	50.926	115.81	102.3	68.8
C17	50.926	115.81	102.3	68.8
C18	50.926	115.81	102.3	68.8
C19	50.926	115.81	102.3	68.8
C20	50.926	115.81	102.3	68.8
C21	50.926	115.81	102.3	68.8
C22	50.926	115.81	102.3	68.8
C23	50.926	115.81	102.3	68.8
C24	50.926	115.81	102.3	68.8
C25	50.926	115.81	102.3	68.8
C26	50.926	115.81	102.3	68.8
C27	50.926	115.81	102.3	68.8
C28	50.926	115.81	102.3	68.8
C29	50.926	115.81	102.3	68.8
C30	50.926	115.81	102.3	68.8
C31	50.926	115.81	102.3	68.8
C32	50.926	115.81	102.3	68.8
C33	50.926	115.81	102.3	68.8
C34	50.926	115.81	102.3	68.8
C35	50.926	115.81	102.3	68.8
C36	50.926	115.81	102.3	68.8
C37	50.926	115.81	102.3	68.8
C38	50.926	115.81	102.3	68.8
C39	50.926	115.81	102.3	68.8
C40	50.926	115.81	102.3	68.8
C41	50.926	115.81	102.3	68.8
C42	50.926	115.81	102.3	68.8
C43	50.926	115.81	102.3	68.8
C44	50.926	115.81	102.3	68.8
C45	50.926	115.81	102.3	68.8
C46	50.926	115.81	102.3	68.8
C47	50.926	115.81	102.3	68.8
C48	50.926	115.81	102.3	68.8
C49	50.926	115.81	102.3	68.8
C50	50.926	115.81	102.3	68.8



**LEGEND**  
 R = RECORD  
 M = MEASURED  
 C = CALCULATED  
 O = FOUND MONUMENT AS NOTED  
 \* = SET 5/8" REBAR WITH TAG MARKED P.L.S./BASIS (AT ALL LOT AND TRACT CORNERS, UNLESS OTHERWISE NOTED)  
 304-03-167 = COUNTY ASSESSORS PARCEL NUMBER  
 --- PRIVATE UTILITY EASEMENT

**NOTES**  
 1. THIS SURVEY WAS MADE BY DIRECT MEASUREMENT WHICH WOULD BE RECALCULATED BY A CURRENT TITLE REPORT.  
 THIS SURVEY WAS RECORDED UNDER MY DIRECT SUPERVISION DURING THE MONTH OF JANUARY, 2003.





Gila County, AZ  
Linda Haught Ortega, Recorder  
08/10/2005  
04:29PM  
Doc Code: DRES

Doc Id: 2005-014325  
Receipt #: 36337  
Rec Fee: 25.00

RECORDING REQUESTED BY:  
**First American Title Insurance Agency, Inc.**

AND WHEN RECORDED MAIL TO:  
**FATCO Pickup**



Gila County, AZ

DRES

2005-014325

Page: 1 of 17  
08/10/2005 04:29P  
25.00

CAPTION HEADING: **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
DIAMOND POINT SUMMER HOMES ASSOCIATION**





Gila County, AZ

DRES

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
DIAMOND POINT SUMMER HOMES ASSOCIATION**

This Declaration of Covenants, Conditions and Restrictions for DIAMOND POINT SUMMER HOMES ASSOCIATION (the "Declaration") is made this fifth day of May, 2005 by Diamond Point Summer Homes Association, an Arizona corporation (hereinafter referred to as the "Association") the Owner of the Property.

**RECITALS**

A. The Diamond Point Summer Homes is situated within the County of Gila, State of Arizona (the "Property") and more particularly described as:  
*Lots 1 through 47, inclusive, and Tracts A through M, according to plat recorded in Map No. 759<sup>A, B+C</sup> in the office of the County Recorder of Gila County, Arizona.* The Association owns all of the Common Areas within the Property.

B. The Association desires, for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property and to provide for the maintenance and operation of the Common Areas, to submit the Property to the provisions of this Declaration, which shall be for the benefit of the Property and the Owners of the Property, said Owners having heretofore been permittees from the U.S. Forest Service of the same land they now own, prior to the Association acquiring the Property from the Forest Service.

NOW, THEREFORE, in consideration of the premises and for the foregoing purposes, the Association does hereby submit the Property to the provisions of this Declaration and declares that the Property and each part thereof is and shall be held, encumbered, built on and otherwise used, improved, maintained, leased, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, reservations, easements, charges and liens hereinafter set forth which shall (i) attach to and run with the land, (ii) be binding on the Property and all Owners, and other parties having, acquiring or otherwise at any time possessing any right, title or interest in or to the Property or any part thereof, (iii) inure to the benefit of said Owners, and other parties, and (iv) be for the purpose of establishing a general plan for the improvement and development of the Property as an attractive and exclusive development.

**ARTICLE I**

**DEFINITIONS**

When used in this Declaration (including in that portion hereof entitled "Recitals") the following terms shall have the meaning indicated:

1.1 Architectural Review Committee shall mean and refer to the committee established pursuant to Article 3 hereof.

1.2 Articles or Articles of Incorporation shall mean and refer to the instrument entitled "Articles of Incorporation of Diamond Point Summer Homes Association" which is filed with the Arizona Corporation Commission, as they may be amended from time to time.

1.3 Association shall mean and refer to Diamond Point Summer Homes Association, the Arizona nonprofit corporation which was created by the filing of the Articles.



1.4 Bylaws shall mean and refer to the Bylaws of the Association, as they may be amended from time to time.

1.5 Common Area or Common Areas shall mean and refer to all portions of the Property now or hereafter owned by the Association for the common use and enjoyment of the Owners, and shall include Tracts A and B, as described on the Plat.

1.6 Declaration shall mean and refer to this Declaration of Covenants, Conditions and Restrictions, as the same may be modified, amended or supplemented in accordance with law and the provisions hereof.

1.7 Eligible Mortgagee shall mean and refer to a Mortgagee which has requested notice of certain matters from the Association in accordance with Section 6.10.

1.8 Improvement shall mean each and every change, alteration or addition of any kind whatsoever to any portion of the Property, including, but not limited to, any excavation, grading, fill work, building, structure, walkway, driveway, road, parking area, utility installation, aerial, antenna, drainage facility, stair, patio, courtyard, sign, or landscaping of any and all components of any of the foregoing (including, but not limited to, exterior paint, texture, color and finish scheme) and any and all modifications or alterations of or additions to any of the foregoing.

1.9 Lot shall mean and refer to any of the separately numbered and individually described parcels of land shown on the Plat as Lots 1 through 47 and intended for private use and ownership, which the Association shall convey to the individual Owners upon the recording of the Declaration and conveyance of the Property from the Forest Service to the Association.

1.10 Member shall mean and refer to every person who holds membership in the Association.

1.11 Mortgage shall mean and include both a first mortgage on any Lot or a first deed of trust on any Lot.

1.12 Mortgagee shall mean and refer to a mortgagee under a first mortgage on any Lot and a beneficiary under a first deed of trust on any Lot.

1.13 Owner or Owners shall mean and refer to (i) the record Owner, whether one (1) or more persons or entities of equitable or beneficial title in fee simple (or legal title if same has merged) to any Lot, or (ii) the purchaser or purchasers of such Lot under an agreement for sale or contract to purchase as set forth in Arizona Revised Statutes Section 33-741 et. seq. The foregoing does not include persons or entities who hold an interest in a Lot merely as security for the performance of an obligation of an Owner, or a purchaser or vendee under an executory contract of sale which has not been fully consummated with a deed to the purchaser recorded in the office of the County Recorder of Gila County, Arizona.

1.14 Plat shall mean and refer to the plat of the Property recorded in Map No. 759 in the office of the County Recorder of Gila County, Arizona.  
A, B + C

1.15 Property shall mean and refer to the tract of real property described in Recital A of this Declaration.

1.16 Residence shall mean and refer to a house or similar structure located on a Lot which is designated and intended for human occupancy.

1.17 Guest shall mean any person invited onto the Property with the consent of the Owner(s) without compensation.



**ARTICLE 2  
USE RESTRICTIONS**

2.1 Use Restrictions. The Property shall be held, used, enjoyed and conveyed subject to the following express Covenants, Conditions and Restrictions:

2.1.1 Private Residential Use; No Rentals. Lots shall be occupied and used by the respective Owners thereof solely for private, single family residential use of the Owner, his family, a reasonable number of Guests and for no other purposes. No part of the Property, including Lots and Common Area, is to be used by large groups affiliated with clubs, churches, or other organizations. No business activities of any kind whatsoever shall be conducted upon any Lot or within Improvements located thereon, except that an Owner may conduct a business activity, except lease or rental of the Residence or Lot, within a Residence so long as it does not detract from the character of the Property and:

- a. the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Residence;
- b. the business activity conforms to all applicable zoning ordinances or requirements applicable to the Property;
- c. the business activity does not involve any traffic by persons coming on the Property who do not reside in the Property or the door-to-door solicitation of other residents of the Property or the display of commercial signs;
- d. the business activity is consistent with residential use, does not constitute a nuisance or hazardous or offensive use or threaten the security or safety of other residents of the Property.

Due to limitations of the infrastructure, including but not limited to water and sewer service, the use of the Residences and permitted Improvements is limited to personal, periodic, recreational, temporary Residence use of a non-commercial nature by the Owner, members of the immediate family and a reasonable number of Guests. Any rental or lease of a cabin, Residence or other structure, or the Lot itself, is prohibited. Use of a cabin or Residence as a principal place of residence is prohibited. Each Owner must have a principal place of residence outside of the Property.

The Board of Directors shall have the sole discretion to determine whether, in a particular case, the use of a Lot violates the provisions of this Section. If the Board of Directors determines that use of a Lot violates this Section, it shall have the authority to require that the use in question cease immediately.

2.1.2 Water Conservation. Inasmuch as the Association is currently dependent upon a single well for its water supply and the well may not be able to supply all the water needed from time to time, the Owners shall exercise as much water conservation as possible and refrain from wasteful usage. The Board of Directors shall have the authority to establish rules and regulations concerning the usage of water.

2.1.3 Buildings and Structures. All buildings or structures hereafter erected on the Lots shall be of new construction and no building or structure shall be moved from other locations onto a Lot. Not more than one (1) single-family structure and two (2) auxiliary buildings such as a carport, garage or storage shed may be erected on any individual Lot. The largest auxiliary building shall not exceed the approximate size of a two (2) car garage; said structure may contain sleeping quarters, without kitchen facilities, for temporary use. If there is a second auxiliary building it shall not exceed the approximate size of a one (1) car garage. Any auxiliary building shall be located as close to the main building as practical, subject to the approval of the Architectural Review Committee. Mobile, prefab or modular homes may not be affixed as a permanent structure. If a Special Use Permit should be granted to the owner of any Lot by Gila



2005-014325

Page: 5 of 17  
08/10/2005 04:29P  
25.00

Gila County, AZ

DRES

UNOFFICIAL  
COPY





County to construct and maintain a separate Guest house, then such Guest house may not be rented, leased, sold or conveyed to any person or entity apart from the primary Residence or the Lot, and no Lots may be split. All buildings and structures shall meet the rules and regulations that are established by the Architectural Review Committee.

2.1.4 Temporary Structures, Mobile Homes, etc. No house trailer, camp trailer, horse trailer, mobile home, recreational vehicle or motorized mobile home shall at any time be placed upon, stored or lived in on any Lot for a period to exceed fourteen (14) days in any thirty (30) day period except within a fully enclosed garage; provided, however, that the Board of Directors may grant a reasonable amount of time to an Owner who is constructing or remodeling a building. This restriction does not apply to pick-up trucks with camper shells or minivans, which are a primary source of transportation. Permanently anchored mobile homes, manufactured, modular, or prefabricated homes shall not be allowed

Power generators are not to be operated, except during an emergency. Under no circumstances shall any vehicle, mobile home or other structure be placed upon, lived in or stored on any portion of the Common Area. The Board of Directors or its designated officer or agent shall have the right and power to enter upon any Lot or portion of the Common Area for the purpose of removing any house trailer, horse trailer, mobile home, motorized mobile home or other structure or vehicle existing in violation of this section, and all costs incurred shall be charged against the Owner by invoice and such charge shall constitute and be made a lien on the Lot of the Owner and may be foreclosed in the same manner as an assessment lien.

2.1.5 Plumbing Facilities. With the exception of gray lines, all plumbing shall be DWV (drainage, waste & vent) approved pipe, connected below the surface of the ground to a septic tank with an adequate leach drainage line below the surface or to an approved sewer line. Gray lines are permissible for drainage of waste wash water. All installations must comply with the regulations promulgated by Gila County, Arizona.

2.1.6 Electrical Equipment. All electrical equipment and facilities installed and operated shall conform to the National Electric Safety Code and the electrical code of Gila County, Arizona. Applicable electrical equipment must have been approved by the Underwriters Laboratory.

2.1.7 Gas Equipment. All propane or other liquefied-petroleum-gas equipment shall be installed and operated in accordance with the laws and regulations of Gila County, Arizona.

2.1.8 Fences. No fences of any type, except temporary horse corrals, shall be erected around, on or within any Lot. The Association may erect barriers on or around Common Area for the purposes of safety and security of the Property.

2.1.9 Drainage. No Owner or Resident shall interfere with or obstruct the natural drainage pattern over his Lot such that it is diverted to flow over any other Lot or any Common Area. Within an Owner's Lot, reasonable measures for erosion control are permissible.

2.1.10 No Subdivision. No Lot shall be subdivided or split into smaller Lots or parcels.

2.1.11 Set-Back Requirements. In no case shall setbacks violate the minimum requirements of Gila County, Arizona, without variance approval from Gila County, as well as approval from the Architectural Review Committee.

2.1.12 Exterior Improvements to Lots ("Exterior Improvements").

a. All structures shall be designed and constructed to be consistent and blend with the rustic forest environment of the surrounding area. Exterior roofing, stains, paint, etc., shall be selected to conform



to this philosophy, all as more particularly set forth in the Bylaws or rules of the Architectural Review Committee.

b. No Exterior Improvement of a temporary or permanent character shall be commenced, erected, altered or maintained, until the plans showing the nature, kind, shape, color, height, materials, foundation footprint and location of such Exterior Improvement or proposed alteration, modification or addition of or to an existing Improvement shall have been submitted to the Architectural Review Committee and a copy thereof, as finally approved, lodged permanently with the Association. Failure of the Architectural Review Committee to reject in writing said plans within sixty (60) days from the date the same are received by the Architectural Review Committee shall constitute approval of said plans. The Architectural Review Committee shall not unreasonably withhold approval of any plans and rejection of any plans must be based on reasonable judgment as to the effect that said changes and alterations will have on the Property as a whole. It shall have the right to take into consideration the suitability of the proposed Exterior Improvement and of the materials of which it is to be built on the Lot upon which it is proposed to be built, the harmony thereof with the surroundings and the effect of the Exterior Improvement as planned on the outlook from the adjacent or neighboring property. All subsequent additions to or changes such as stem walls, foundations or roofing material or alterations, including but not limited to painting of exterior surfaces of any building, wall or other structure shall be subject to the prior approval of the Architectural Review Committee. Re-roofing or re-painting with approximately the same materials or color, as previously existed, shall not require review of the Architectural Review Committee. The Board of Directors shall have final approval authority over all plans for Exterior Improvements.

c. If plans for Exterior Improvements are disapproved, a reasonably specific reason or reasons for disapproval shall be communicated in writing to the Owner(s) who submitted them. Said Owner(s) may then revise the plans to remedy the stated reasons for disapproval and resubmit said plans to the Architectural Review Committee for further review. Alternately, if said Owner(s) disagree with any or all of the stated reasons for disapproval, the Owner(s) may request and shall be granted a hearing with the Board of Directors and the Architectural Review Committee at a subsequent Board meeting whereby the areas of disagreement may be clarified and resolved. The Board of Directors and the Architectural Review Committee shall give full and reasonable consideration to the information presented by the Owner(s) in support of their position. However, final authority to approve or disapprove rests with the Board.

d. Any plan approved by the Board of Directors or Architectural Review Committee shall be submitted for approval by the Owner(s) to the appropriate agency of Gila County, if required by Gila County. No request for approval shall be presented to Gila County, unless there has been prior approval by the Board of Directors.

e. Any approval of plans and specification shall be evidenced by a letter signed by at least a majority of the Board of Directors. Said approval shall then be irrevocable and not subject to withdrawal or change by the Board of Directors. Such letter may be conclusively relied upon by all parties including, but not limited to, any Owner(s), any title insurance company and any Mortgagee taking any Lot as security.

#### 2.1.13 Livestock and pets.

- a. Pets. Household pets must not be for breeding purposes, present a health or safety hazard or nuisance of any kind to residents of the Property or their guests. Dogs shall be under Owner's control and supervision at all times.
- b. Livestock. No cattle, sheep, goats, pigs or other livestock or poultry may be kept, boarded or



maintained on any portion of the Property, provided, however, this restriction shall not be construed as prohibiting the keeping of ordinary domestic pets or birds upon the Property.

Subject to Board regulation, horses may be kept on an Owner's Lot on a temporary basis only, no more than fourteen (14) days in any 30-day period, and only for the use of the Owner and the Owner's family and Guests. Horses may be ridden on the Property for ingress and egress only and must be kept on roads at all times. The Owner shall be responsible for the maintenance of his Lot and Common Areas so as to avoid nuisance to other Owners. All temporary corrals to keep horses shall not exceed twelve (12) feet by twelve (12) feet and shall exist only when horses are in residence. Trailers and other related equipment shall be located on an Owner's Lot only and not the Common Area and may not be kept on the Lot longer than the horse(s). Horse manure shall be promptly removed by the horse owner/user. The Board of Directors shall have the authority to levy reasonable fines against Owners who themselves, or by their Guests, are repeat offenders. These fines may become liens if not timely paid in the same manner as other sums, which become past due to the Association. If the foregoing action is unsuccessful in correcting reasonable objections of the Board of Directors to the presence of horses on a Lot, the Board of Directors shall have the authority to revoke this horse privilege from a specific Owner after notice to the Owner and a hearing before the Board of Directors on the matter. The Board shall also have the authority to revoke all horse privileges, subject to the appeal process in Section 6.3.

#### 2.1.14 Motor Vehicles

- a. All motorized vehicles of any type are limited to a 15 mph speed limit and are prohibited from creating excessive noise, excessive dust, or other nuisance. All such vehicles shall be operated only on Common Area roads and never on other Common Areas; and must have a spark arrestor and a muffler. Recreational riding such as repetitive cruising of motorized vehicles is not allowed on the Common Area roads. The Owner, vehicle owners, and operators of such vehicles shall be liable for any damage to life or property. The Association shall be held harmless from any damage to life or property arising from the operation of such vehicles.
- b. Handicapped or special needs individuals may petition the Board to receive an exception to the matters set forth in (a) above.
- c. No motor vehicle which is under repair or not in operating condition, or not routinely used by the Owner(s) when in residence, shall be placed or permitted to remain on the roadway(s) or any portion of a Lot or the Property, unless it is within an enclosed garage.

2.1.15 Firearms and Fireworks. The discharge of any firearm, airgun, pellet gun, paint ball guns, or similar weapon is prohibited on any portion of the Property except in self-defense. BB guns may be allowed within the Lot boundary of the Owner under adult supervision. The use or storage of any and all types of fireworks, rockets, sparklers or similar item is prohibited on any portion of the Property.

2.1.16 Hunting. The shooting, trapping, snaring or hunting of any form of wildlife, except for vermin, is prohibited on any Lot or Common Area except where it is necessary to protect life, or where prior written permission has been obtained from the Board of Directors.

2.1.17 Nuisances: Signs and Noise. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any portion of the Property, except one (1) "For Sale" sign per Lot, not to exceed five (5) square feet. The Property shall not be used in any way or for any purpose which may endanger the health of any person.

For purposes of maintaining a peaceful environment, the use of tools or any equipment that are loud enough to disturb neighbors shall be limited to the hours between 8 AM and 10 PM, unless a permit to build has been obtained and additional hours are allowed.



2.1.18 Lot Identification. Each Owner shall display his Lot number, name, and street address in a size and position, which is easily visible from the road.

2.1.19 Fire Protection.

Each Owner shall be bound by fire protection rules or regulations which shall be issued by the Board of Directors.

2.1.20 Irrigation. No irrigation, sprinkler, or watering systems of any type are permitted.

2.1.21 Native Plants and Trees.

a. Native Plants. Planting of vegetation not native to the area is prohibited.

b. Trees. The cutting down of trees on the Lots and Common Areas is prohibited except for the following purposes: (1) to provide fire protection as specified by the Rules and Regulations; (2) to build a structure as approved through an Architectural review; (3) to ensure safety of a Lot or the Common Area; or (4) by the Board to improve the infrastructure of the Property.

2.1.22 Zoning. No application for zoning or rezoning of any Lot shall be filed with any governmental authority.

Uses subject to a conditional use permit or subject to provisions for temporary uses under Gila County zoning ordinances are prohibited.

2.1.23 Driveway Easements. Any new driveway, or relocation of an existing driveway must be submitted to the Board of Directors for review and approval and shall in no way encroach upon any other Lot or Common Area without the consent of the Owner and Board of Directors of the Association, as applicable. Said new driveway shall also conform and comply with all other applicable covenants, conditions and restrictions contained herein.

2.1.24 Transfer of Ownership; Working Capital Payment. The Owner of each Lot shall give the Association notice in writing of any sale, transfer or conveyance by any of the Owners of such Lot within ten (10) days of recording of the transfer of title to such Lot at the Gila County Recorder's Office.

To insure that the association will have funds necessary to build, maintain, repair, restore, or replace infrastructure, each person or entity who purchases a Lot in the Property shall pay to the Association the sum of \$1,500 (One Thousand Five Hundred Dollars) or 1% (one percent) of the sales price, whichever is larger, immediately upon recording of the deed or other instrument of conveyance whereby the person or entity purchasing such Lot becomes the Owner of the Lot.

This requirement does not apply to transfers from one joint Owner(s) to other joint Owner(s), or by will or trust directly to family members defined as father, mother, stepfather, stepmother, son, daughter, stepson, stepdaughter, brother or sister.

2.1.25 Utility Easements. Easements for sewers, water, cable television, electricity, telephone and other utilities and necessary or desirable wires, lines, cables, equipment and appurtenances along, under, over, adjacent to and across the Lots are hereby granted, reserved and established where lines for such utilities are currently installed and within the area located within fifteen (15) feet of any Lot line together with reasonable ingress and egress rights thereto, for the benefit of the Owners and the Association. Such easements shall include the right to excavate for, place, cover, repair and do everything necessary or desirable to maintain the same in a workmanlike manner and proper condition. This right shall be exercised in such manner as to preserve the greatest amount of natural growth and vegetation and do the least amount of injury to the Lots, consistent with the most feasible location and maintenance of, and proper construction of any Improvements to said easements. The exact location of these easements and