



HIGHLAND MEADOWS
AT WILLIAMS,
PHASE 4

DECLARATIONS OF COVENANTS, CONDITIONS
EASEMENTS AND WAIVERS

THIS DECLARATION is made and entered into this 25 day of Oct, 2005, by Transnation Title Insurance Company, an Arizona corporation, as Trustee, being the owner of all the following described premises situated in the Count of Coconino, State of Arizona, to-wit:

Lots 248 through 313, inclusive, Highland Meadows at Williams, Phase 4, according to the plat of record in the office of the County Recorder of Coconino County, Arizona, in Case 9 of Maps, Pages 88-88 thereof;

WHEREAS, said Declarant is about to convey parcels of said real property shown on said Plat (s) (the "subdivision") and desires to subject the same to certain restrictions, conditions, covenants and agreements as hereinafter set forth in furtherance of a general plan for the improvement of said subdivision;

NOW, THEREFORE, the undersigned owner ("Declarant") of the above-described real property hereby declares that said property is held and shall be conveyed subject to restrictions, conditions, covenants, easements, waivers, charges and agreements as set forth in this Declaration, to-wit:

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. The term "residential purposes" shall include in-home offices and/or businesses, which have no employees, and which are not available to the public, and no signage shall be permitted. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two (2) stories in height, nor thirty feet (30') in height, and a private garage.

The premises shall not be used as a hospital or sanitarium or other place for hire for the care or entertainment of persons suffering from any disease or disability whatsoever. No Ham radio tower shall be allowed.

The use and building of any and all structures shall comply with the use, density district and general provisions of the City of Williams Planning and Building Ordinance. Where there are conflicts between this Declaration and City Requirements, the most restrictive provisions shall apply.

2. **ARCHITECTURAL CONTROL COMMITTEE.** The Architectural Control Committee (the "Committee") shall be composed of William A. Gary, Danielle Gorney, and Richard Gorney. The Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members of the Committee shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this paragraph.

In the event the Committee, within sixty (60) days, fails to designate a successor, any owner may call a meeting of all owners of lots in the subdivision. A written notice of such meeting shall be mailed to all owners setting forth the date, time and place of meeting, which shall be held in the Williams, Arizona, area. Not less than thirty (30) days notice shall be given of such meeting and at such meeting a majority of owners in attendance (in person or by proxy) shall elect a successor to the Architectural Control Committee.

3. **ARCHITECTURAL CONTROL.** No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Committee as to quality of workmanship and materials, harmony of external design with existing structure, and as to location with respect to topography and finish grade elevations. The Committee may establish such design guideline and rules for submittal of plans, as it shall deem necessary.
4. **APPROVAL PROCEDURE.** The Committee's approval or disapproval as required in these CC&R's shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been complied with.
5. **SIZE.** The floor area of the dwelling, exclusive of porches, garages, carports and patios, shall not be less than 1,400 square feet unless otherwise approved by the Committee. No prefabricated building or other structure of any nature whatsoever, permanent or temporary, shall be moved or placed upon, or assembled or otherwise maintained on any lot. However, a temporary office, trailer office, tool shed, lumber shed and/or sales office may be maintained upon any lot or lots by any building contractor for the purpose of erecting and selling dwellings on any lot or lots, but such temporary structures shall be removed at completion of construction or selling of the dwelling, whichever is later. In some instances, a conditional use permit may be required by the City of Williams.



6. No building shall be located on any lot nearer than thirty (30) feet from the front property line nor thirty (30) feet from the rear property line and fifteen (15) feet from the side lot lines. On a corner lot, the side yard shall be twenty (20) feet along the side street lot line. If the City of Williams gives a variance to any setbacks requirements, it will be acceptable to these CC&R's. A carport or storage room attached to the walls of the dwelling must meet the above setbacks. Detached garages and other permitted accessory building must meet the City of Williams requirements and be approved by the committee. In the event an owner acquires a portion of any adjoining lot or lots, the foregoing measurements shall be made from each owner's side property lines rather than from the side lot lines indicated on said recorded map or plat. None of said lots shall be re-subdivided into smaller lots. Nothing herein contained shall prevent the dedication or conveyance of portions of lots for public utilities, in which event the remaining portion of any lot shall, for the purposes of this provision, be treated as a whole lot.
7. **COMPLETION OF CONSTRUCTION.** Any building in this subdivision, the construction of which has been started, shall be completed without delay, except when such delay is caused by act of God, strikes, actual inability of the owner to procure delivery of necessary materials, or by interference of other persons or forces beyond the control of the owner to prevent. Financial inability of the owner or his contractor to secure labor or materials or discharge liens or attachments shall not be deemed a cause beyond his control. Buildings are to be finished in not more than eight (8) months from the start of construction.
8. **FENCES.** Back yard fences are allowed on all lots. The Architectural Committee must approve all fences.
9. **DRIVEWAYS.** All lots with structures must have a driveways surfaced with concrete.
10. **EASEMENTS.** Easements, as indicated upon the recorded Map of this 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 purpose intended.
11. **NUISANCES.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
12. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement, tent, shack, garage, bar or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

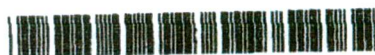


13. **SIGNS.** No sign work of any kind shall be displayed to the public view on any lot except one sign of not more than six (6) square feet, advertising the property for sale or rent, or as approved by the Committee, or as placed by the developer during the period of development of this subdivision.
14. **LIVESTOCK AND POULTRY.** No poultry or fowl of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets in reasonable numbers may be kept provided that they are not kept, bred or maintained for any commercial purpose.
15. **GARBAGE AND REFUSE DISPOSAL.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All sanitary containers must be stored out of public view.
16. **OIL AND MINING OPERATIONS.** No oil drilling, oil development operations, oil refining, or quarrying or mining operations of any kind shall be permitted on or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
17. **CARE OF PROPERTIES.** All vacant lots in this subdivision shall be at all times kept free of rubbish and litter. The yards and grounds in connection with all improved properties shall be at all times kept in a neat and slightly condition and shall be cultivated and planted to any extent sufficient to maintain an appearance not out of keeping with that of typical improved properties of this subdivision. A maximum of 2,000 square feet of watered lawn can be planted. During prolonged absence, the owner of said lot agrees that he will arrange for the care of the property during any such absence. In the event a lot owner does not maintain his lot in a neat and proper manner, any neighbors, acting in concert, may have said lot cleaned up. Upon refusal of the owner to reimburse said neighbors for clean up within (30) days from the date of filing an affidavit that said owner refuses to maintain said lot in a neat and proper manner, may file said affidavit in the Office of the County Recorder of Coconino County, State of Arizona, stating the amount therein and to whom it was paid and the date of payment, and such amount shall constitute a lien against the lot pursuant to A.R.S. § 33-983. The work on said lot or lots shall be deemed to have been done at the instance of the owner of said lot or lots, and the lien may be foreclosed pursuant to the Arizona statutes.
18. **PARKING.** No overnight parking for any trucks, pickup trucks, dump trucks, motor homes, boats, or trailers of any kind will be permitted in the street and further no vehicles other than passenger cars and pickup trucks will be parked in driveways. Recreational Vehicles (RV's) and any other recreational vehicle and enclosed trailers must be kept stored in a garage or offsite. ←
19. **ABANDONED OR INOPERABLE VEHICLES.** No vehicle of any type, which is abandoned or inoperable, shall be stored or kept on any lot within the subdivision in



such a manner as to be seen from any other lot or from any streets or alleyways within this subdivision.

20. **REPAIR, MAINTENANCE AND STORAGE OF VEHICLES.** No repair or maintenance work shall be performed on any motor vehicle or other piece of equipment except wholly inside a garage. Recreational vehicles, boats, motorcycles, bicycles, etc.,
21. **DRAINAGE EASEMENT.** No owners shall at any time hereafter fill, block, or obstruct any drainage easement and/or drainage structures on any lot, nor shall any owner cause or suffer to be erected on any lot any building or obstruction for the purpose, directly or indirectly, of obstructing, blocking or filling any such drainage easement or drainage structure, and owner agrees to make and forever to repair and maintain all such drainage easements and drainage structures on his lot, making good nevertheless at his own expense, all damage which may be caused to said drainage easement or structure on any lot which may be caused directly or indirectly by said owner's obstructing, blocking or filling any such drainage easement or structure.
22. **NATURAL ENVIRONMENT.** The native trees and shrubs are one of the subdivision's major attractions. Lot owners should do everything possible to preserve them. In the event trees must be cut, lot owners are encouraged to replace them.
23. **DOMINANT TENEMENT.** Each of the lots in the subdivision shall constitute the dominant tenement and be entitled to the benefit of the covenants herein contained as against all of the other lots in the subdivision, which shall constitute the servient tenements.
24. **TERMS.** These covenants are to run with the land and shall be binding on the undersigned and all of its successors in title, interest or possession in all and every part of the subdivision for twenty-five (25) years, and thereafter said covenants shall be automatically extended for successive period of ten (10) years, unless and until the owners of a majority of the lots affected hereby amend or revoke the same by written instrument, duly acknowledged, and recorded.
25. **DEEDS.** A Deed of Conveyance of all or any part of said 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 in the subdivision."
26. **ENFORCEMENT.** If the owner or possessor of any lot subject to these restrictions shall violate, or attempt to violate, any of the covenants herein, it shall be lawful for any other person or persons owning any real property situate in the subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any of the covenants, and either to prevent him or them from so doing or recover damages and their reasonable attorneys' fees and court cost for such violation, or both.



27. EXECUTION OF AMENDMENTS. An amendment requires the affirmative written assent or vote of Fifty-one percent (51%) of the Owners as hereinabove provided shall be effective when executed by the proper person(s) who shall certify that the amendment has been so approved, and when the amendment has been recorded in the office of the County Recorder of Coconino County, Arizona.

28. SUBORDINATION. Nothing contained in this Declaration shall be held to invalidate the lien of any mortgage or deed of trust prior to foreclosure, provided however, that any purchaser at any mortgage foreclosure sale or sale under deed of trust shall hold title subject to all the provisions hereof.

Nothing contained in this Declaration shall impair or defeat the lien of any mortgage or deed of trust made in good faith and for value, but titles to any property subject to this declaration obtained through sale in satisfaction of any such mortgage or deed of trust shall thereafter be held subject to all of the protective restrictions hereof.

29. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which remain in full force and effect.

30. WAIVER OF LIABILITY. The Declarant, the developer Highland Meadows, L.L.C., the golf course owner and/or operator, and any agents, servants, employees, directors, officers, affiliates, representatives, receivers, subsidiaries, predecessors, successors and assigns of any such part, shall not in any way be responsible for any claims, damages, losses, demands, liabilities, obligations, actions or causes of action whatsoever, including, without limitation, actions based on (a) any invasion of any lot owner's use or enjoyment of any lot, (b) improper design of the golf course, (c) the level of skill of any golfer (regardless of whether such golfer has the permission of the management to use the golf course), or (d) trespass by any golfer on any lot, that may result from property damage or personal injury from golf balls (regardless of number) hit on any lot, or from the exercise by any golfer of the easements granted hereby.

IN WITNESS WHEREOF, the aforesaid Declarant has executed this Declaration of Covenants, Conditions, Easements and Waivers this 25 day of Oct, 2005, by its proper and duly authorized officer.



TRANSNATION TITLE INSURANCE CO., as Trustee

By K Andrew Fox
K. Andrew Fox, Vice President

STATE OF ARIZONA)
County of Cochino) ss.

On this 25th day of October, 2005, before me, the undersigned Notary Public, personally appeared K. Andrew Fox, who acknowledged himself to be the Vice President of Transnation Title Insurance Co., an Arizona corporation, as Trustee and that as such officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained.



Grace M. Tahbo
Notary Public

My Commission Expires:

May 23, 2009

CONSENT/AUTHORIZATION OF BENEFICIARY:
HIGHLAND MEADOWS AT WILLIAMS, L.L.C., an Arizona limited liability company, by:

William H Gary
William Gary, managing member

