

When recorded, mail to:
Transamerica Title Ins. Co. of Arizona
P. O. Drawer 13028
Phoenix, Az. 85002
Att: V. A. Pellerito

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DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA, an Arizona corporation, as Trustee, being the owner of all of the following described premises situate within the County of Yuma, State of Arizona, to-wit:

Lots One (1) through Seventy-four (74), Lake Moovalya Keys Unit Two, according to Book 5, page 1, records of Yuma County, Arizona.

(A subdivision of Tract "A", Lake Moovalya Keys, Book 4 of Plats, etc.)

and desiring to establish the nature of the use and enjoyment thereof, does hereby declare said premises subject to the following express covenants, stipulations, and restrictions as to the use and enjoyment thereof, all of which are to be construed as restrictive covenants running with the title to said premises and with each and every part and parcel thereof, to-wit:

1. Lots 4 - 48 inclusive and 56, 57, 58, Lake Moovalya Keys Unit Two, shall be known and hereinafter described as single-family residential lots. Lots 59 - 74 inclusive, Lake Moovalya Keys Unit Two, shall be known and hereinafter described as commercial lots. Lots 1, 2, 3 and 49 - 55 inclusive, Lake Moovalya Keys Unit Two, shall be known and hereinafter described as trailer lots. No dwelling, building or structure shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single-family dwelling not to exceed one story in height. No garage shall be commenced or erected on any residential lot until construction of the main building on such lot, complying with these restrictions, shall be started or contracted for with a responsible contractor. Prior to the erection of such

dwelling, building, or structure, no garage or other outbuilding shall be used for residential purposes; provided, however, that this restriction shall not prevent the including of guest or servant quarters in such garage or other outbuilding. Such guest house or servant quarters shall be limited to three (3) rooms and a bath.

2. No single-family dwelling, building or structure shall be erected, permitted, or maintained upon said residential lots which contains less than 800 square feet of ground floor level area under permanent roof, exclusive of one-story open porches, pergolas, carports and garages. All dwellings, structures and buildings erected, constructed and maintained on all residential and commercial lots and all appurtenant structures thereto shall be subject to the approval of the Board of Directors as hereinafter provided.

3. All buildings, dwellings or structures on all residential and commercial lots shall be of new construction and shall conform to the standards and specifications contained in the latest edition of the Pacific Coast Uniform Building Code for Dwelling House Construction. No buildings or structures of any kind shall be moved from any location onto any of said lots, except such prefab buildings or structures as are approved in writing by the Board of Directors of SPORTS VALLEY, INC. House trailers or mobile homes may be maintained or permitted on Lots 1 - 4 inclusive and Lots 49 - 55 inclusive, LAKE MOOVALYA KEYS UNIT TWO but under no circumstances shall house trailers or mobile homes be permitted on any other lots in LAKE MOOVALYA KEYS UNIT TWO.

Any such house trailer or mobile home placed on the aforeaid trailer lots must be at least fifty (50) feet long and ten (10) feet wide.

4. No dwelling, building, or structure shall be located on any lot the front walls of which are closer than twenty (20) feet to the front lot line (for purpose of this paragraph, the front lot line is defined as the lot line fronting on the street), or nearer than five (5) feet to any side street line. No dwelling building or structures shall be located nearer than three (3) feet to an interior lot line. The front lot line set back requirement as herein provided shall not, however, preclude the construction of a carport, whether roofed or unroofed, between said front lot line set back and the street.

5. No store, office or other place of business of any kind, and no hospital, sanitarium or other place for the care or treatment of the sick or disabled, physically or mentally, nor any theater, saloon or other place of entertainment, or any church shall ever be erected or permitted on any residential lot or trailer lot; and no business of any kind or character whatever shall be conducted in or from any residence or trailer or mobile home located on said residential or traifler lots.

6. No trailer, mobile home, dwelling, building, structure, additions thereto or improvements of any character, including but not limited to residences, structures, outbuildings, cabana, fences, walls, etc. shall be permitted on any of the hereinbefore described lots without the prior written approval of the Board of Directors of SPORTS VALLEY, INC. being first had an obtained as to design, materials, and location on the lot. In the event the Board of Directors of SPORTS VALLEY, INC. fails to approve or disapprove such design and location, or the kind of

materials to be used in such structure within thirty (30) days after written request so to do, such request to be filed with said corporation, then such approval of said corporation will not be required, provided the design, location and kind of materials and the buildings, trailers and mobile homes to be built and placed on said lots shall be in harmony with existing buildings, trailers, mobile homes and structures within the subdivision and provided further that the improvement does not otherwise violate these restrictions.

7. No outside toilets shall be permitted upon any of said lots except during periods of continuous construction on any given lot, during which time a portable toilet may be kept thereon provided same meets all requirements of the county and state health departments; and all toilets, sinks, baths, showers and similar plumbing or sanitation facilities shall be properly connected to and empty into underground septic tanks, which septic tanks must be located on the front one third ($1/3$) of the lot (for purposes of this paragraph, the front of each lot being defined as that area adjacent to a street). All such septic tanks must meet the requirements of the applicable state and county health and sanitation departments.

8. No solid wall or fence of over two and one-half ($2\frac{1}{2}$) feet high shall be constructed or maintained nearer than twenty (20) feet to the front street line of any lot. No side or rear fence and no side or rear wall, not the wall of the building constructed on any of said lots, shall be more than six (6) feet in height. No hedge more than three (3) feet in height shall be permitted closer than ten (10) feet from the front street line of any of said lots.

9. With the exception of Lot 27, 39 and 68, none of said lots shall be resubdivided into smaller lots nor conveyed or encumbered in less than the full original dimension of such lot as shown by the plat of LAKE MOOVALYA KEYS UNIT TWO except for public

utilities, provided that this restriction shall not prevent the conveyance or encumbrance of adjoining or contiguous lots or parts of lots in such a manner as to create parcels of land in a common ownership having the same or a greater street frontage than shown on the plat of LAKE MOOVALYA KEYS UNIT TWO for any one of the lots portions of which are so conveyed or encumbered or having a greater area than any of the lots portions of which are to conveyed or encumbered.

10. An entire residential or trailer lot, together with the improvements thereon, may be rented or leased by the owner thereof to a single family but not otherwise.

11. No poultry, livestock or other animals other than the usual household pets shall be permitted on any lot. No unlawful, offensive, noxious or immoral activity or condition shall be carried on or maintained upon any lot, nor shall anything be done or permitted thereon which may be or become a nuisance or annoyance to the neighborhood. No equipment, service yards, woodpiles, or storage piles, nor anything normally described as junk, trash, or rubble shall be kept or maintained on any lot. All rubbish, trash, or garbage shall be removed from the lots and shall not be allowed to accumulate thereon. No incinerators, other than high-combustion burners, shall be kept or maintained on any lot.

12. With the exception of one "For Rent" or "For Sale" sign (which shall not exceed 18 by 24 inches in size) no advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted on any lot.

13. No elevated tanks of any kind shall be erected,

placed or permitted upon any of the above described lots. Any tanks used in connection with any residence, building or structure on the lots, including but not limited to tanks for storage of gas, fuel oil, gasoline or oil, must be buried or kept screened by adequate planting or fencing to conceal them from neighboring lots and structures. Nothing contained in this paragraph shall preclude the placement upon the property of such electric transformers and equipment as are necessary to provide electricity to the aforescribed lots.

14. No structures or additional docking facilities shall be built in the waterways except those already provided for by the developers of the subdivision or unless approved in writing by the Board of Directors of SPORTS VALLEY, INC.

15. It is anticipated that residences will be constructed on all of the hereinbefore described residential lots, that commercial buildings or structures will be constructed on all of the hereinbefore described commercial lots, and that house trailers or mobile homes will be placed and maintained on the hereinbefore described trailer lots, and that ownership of each of said lots shall be evidenced by a Deed to the lot upon which said structure is situated. It is further anticipated that certain recreational facilities will be placed upon Tract C Lake Moovalya Keys Unit Two and made available to said lot owners, and such other parties as authorized by the Board of Directors of Sports Valley, Inc.; that certain costs and expenses will be incurred in the operation and maintenance of said recreational facilities. The streets and waterways in the subdivision are private streets and as such will be taxed by the applicable state and county municipalities and said streets will require certain upkeep

and maintenance. The upkeep and maintenance of said streets, recreational facilities, as and when they become available, and payment of taxes thereon shall be undertaken by Sports Valley, Inc. The rights and obligations of said corporation with respect to said upkeep, maintenance, operation and payment of taxes shall be as follows:

A. One membership in Sports Valley, Inc. an Arizona non-profit corporation, shall be issued to the owner or owners of record, or contract purchaser or purchasers, of each of the hereinbefore described lots. In the event a lot is owned or is being purchased under contract by two or more persons, one membership shall be issued in the names of all of said owners or contract purchasers; and they collectively shall designate to the corporation in writing one of their members who shall have the power to vote the said membership at any annual or special meeting of the members of the corporation.

B. Sports Valley, Inc. shall pay all real estate taxes which may be assessed against or levied upon the private streets of Lake Moovalya Keys Unit Two as well as pay taxes on any other property and/or improvements owned by the corporation and to pay all premiums for hazard and public liability insurance.

C. Sports Valley, Inc. shall develop, maintain, operate and otherwise manage all properties or facilities owned or leased by said corporation for recreational purposes.

D. Each owner or owners of record of each lot in the subdivision of Lake Moovalya Keys Unit Two shall pay to Sports Valley, Inc. within ten (10) days of receipt of an invoice, a sum equal to the aggregate of the following:

(1) Owner's share of the actual cost to Sports Valley, Inc. of all repairs, maintenance, insurance, taxes, operation and management required in Paragraphs 15B and 15C hereof.

(2) Owner's pro-rata share of such sums as the Board of Directors of Sports Valley, Inc. shall determine to be fair and prudent for the establishment and maintenance of a reserve for development, repair, maintenance, operation, replacement, and the payment of taxes and insurance as required in Paragraphs 15B and 15C hereof.

Each owner's pro-rata share shall be determined by the Board of Directors of Sports Valley, Inc. and shall be in the ratio that the total number of lots owned by said owner bears to the total number of lots in Lake Moovalya Keys Unit Two. Invoices shall be submitted monthly or at such other regular intervals as may be fixed by the Board of Directors of Sports Valley, Inc.

The maximum amount which may be assessed by the Board of Directors of Sports Valley, Inc. for any of the purposes herein enumerated shall not exceed Thirty Dollars (\$30.00) per lot per year, provided that said maximum amount may be raised by a majority vote of the Board of Directors of Sports Valley, Inc. at any regular or special meeting of said Board of Directors called for that purpose.

E. In the event any invoice as provided for in this Paragraph 15 is not paid within thirty (30) days from the date the same is deposited in the United States Mail addressed to the owner or owners of a lot the amount of such invoice shall constitute and become a lien upon said lot provided the Board of Directors of Sports Valley, Inc. causes to be filed in the office of the County recorder, Yuma County, an Affidavit of non-payment of such invoice in the form of a 'aterialman's Lien and posting a copy of the same upon said lot. Said lien shall be foreclosed within six (6) months from the date of filing the Affidavit of non-payment as hereinafter provided and in the manner provided

by the applicable Arizona Statutes pertaining to the foreclosure of Materialman's Liens. If any lot subject to the lien hereof shall be subject to the lien of a mortgage, (1) the foreclosure of the lien herein provided shall not operate to effect or impair the lien of the mortgage, and (2) the foreclosure of the lien of the mortgage or the acceptance of a Deed in Lieu of Foreclosure by the mortgagee shall not operate to effect or impair the lien herein provided, except that the lien herein for said charges as shall have accrued up to the foreclosure, or the acceptance of the Deed In Lieu of Foreclosure shall be subordinate to the lien of the mortgage with the foreclosure or Deed in lieu of grantee taking title free of the lien hereof for all of said charges that have accrued up to the time of the foreclosure of Deed given in lieu of foreclosure, but subject to the lien hereof for all said charges that shall accrue subsequent to the foreclosure or Deed given in lieu of foreclosure.

F. In the event the owner of any lot shall fail to maintain the premises and the exterior of the improvements situated thereon in a manner satisfactory to the Board of Directors of Sports Valley, Inc. said corporation through its agents or employees shall have the right to enter upon such premises and to repair, maintain, rehabilitate, and restore the exterior of any improvements situated thereon, and the cost thereof shall be charged against said owner of said lot by invoice in the manner set forth herein; provided, however, that said SPORTS VALLEY, INC. first give written notice to the owner of said lot of its intentions to make such repairs or of its intention to perform such maintenance or rehabilitation work and affording the owner of said lot sixty (60) days time in which to make said necessary repairs or maintenance

work. If at the end of the sixty-day period the work to be performed has not been done by the owner, then SPORTS VALLEY, INC. shall have the rights as set forth herein to make such maintenance, repairs or rehabilitation work. Nothing herein contained shall be construed to grant to SPORTS VALLEY, INC. any right to enter into or inside any building or buildings located on any lot without the consent of the owner thereof.

G. Any lot owner, hereinafter referred to as "Selling Owner", who wishes to sell, lease or rent his lot or improvement thereon, shall, prior to acceptance of any offer to purchase, lease or rent, give to the Board of Directors of SPORTS VALLEY, INC. written notice of the terms and amount of such offer, including name and address of the offeror and a financial statement of such offeror. If within fifteen (15) days after service of such notice by the selling owner, SPORTS VALLEY, INC. or any party owning a lot in LAKE MOOVALYA KEYS UNIT TWO submits to the Board of Directors of SPORTS VALLEY, INC. an identical and firm and binding offer to purchase, lease or rent, the selling owner shall accept the offer of said party in preference to the original offer described in the notice to the Board of Directors, and in the event more than one party submits an identical firm and binding offer to the Board of Directors within said fifteen-day period, the selling owner may accept any one of such offers. If no identical offer is submitted within said fifteen-day period, the Board of Directors shall, upon the request of the selling owner, execute any document required by him, stating that the selling owner has complied with the provisions of this paragraph. The document shall contain the information that the Board of Directors has been duly elected, that a particular lot has been offered for sale or lease, identifying the same, and that the proper notice to sell has been

certified by the lot owner and that the fifteen-day period has passed, and that neither SPORTS VALLEY, INC. or any party owning a lot in LAKE MOOVALYA KEYS UNIT TWO submitted an identical, firm and binding offer within the time allowed herein. The execution of such a document shall be conclusive evidence of the truth of the facts therein recited.

If no lot owner nor SPORTS VALLEY, INC. submits an identical firm and binding offer within said fifteen-day period, the selling owner, may, at the expiration of said fifteen-day period and at any time within sixty (60) days after the expiration of said period, accept the offer described in the notice.

The provisions of this Paragraph 15G shall not apply or be enforceable by the Board of Directors or any person:

(a) with respect to a sale, transfer or conveyance of any lot and improvements to person, partnership, association or corporation pursuant to a judgment of foreclosure, or deed in lieu of a mortgage of record thereon by a bona fide lender or any subsequent sale by a bona fide lender.

(b) the original sale of any lot by Trustee.

H. No membership in SPORTS VALLEY, INC. held by the owner of a lot in said subdivision shall be transferred, pledged, or alienated in any way except upon the sale of said lot and then only to the purchaser of said lot. Any attempt to make a prohibited transfer shall be void and shall not be reflected upon the books of the corporation. In the event the owner of any lot shall fail or refuse to transfer or cause to be transferred the certificate registered in his name to the purchaser of such lot, SPORTS VALLEY, INC. shall have the right to record the transfer upon the books of the corporation and to issue a new certificate to the purchaser, and thereupon the old

certificate out standing in the name of the Seller shall be null and void as though the same had been surrendered.

16. The covenants, restrictions, reservations and conditions contained herein shall run with the land and shall be binding upon all persons purchasing, leasing, subleasing or occupying any lot in said subdivision after the date on which this instrument has been recorded. These covenants, restrictions, reservations and conditions may be enforced by the beneficial owner of any lot in said subdivision, Sports Valley, Inc. or by any one or more of said individuals and corporations; provided, however, that any breach of said covenants, restrictions, reservations and conditions, or any right or re-entry by reason thereof, shall not defeat or affect the lien of any mortgage or deed of trust made in good faith and for value upon said land, but each and all of said covenants, restrictions, reservations and conditions shall be binding upon and effective against any owner of said premises whose title thereto is acquired by foreclosure, trustee's sale or otherwise, and provided also that the breach of any of said covenants, restrictions, reservations and conditions may be abated, enjoined, or remedied by appropriate proceedings, notwithstanding the lien or existence of any such deed of trust or mortgage. All instruments of conveyance of any interest in all or any part of said subdivision shall contain covenants, restrictions, reservations and conditions as herein set forth as fully as though the terms and conditions of this instrument were therein set forth in full; provided, however, that the terms and conditions of this instrument shall be binding upon all persons affected by its terms, whether express reference is made to this instrument or not.

Failure to enforce any of the covenants, restrictions, rights, reservations, and limitations contained herein shall not in any event be construed and held to be a waiver thereof or consent to any further or succeeding breach or violation thereof.

These covenants, restrictions, reservations and conditions may be amended by an instrument in writing executed and acknowledged by the owners of not less than three-fourths (3/4) of the lots in said subdivision and recorded in the office of the Recorder of Yuma County, Arizona.

These covenants, restrictions, reservations and conditions shall remain in force and effect until and including December 21, 1997. Thereafter, they shall be deemed to have been automatically renewed and extended for successive periods of ten (10) years each unless revoked or amended by an instrument in writing executed and acknowledged by the owners of not less than three-fourths (3/4) of the lots in said subdivision and recorded in the office of the Recorder of Yuma County, Arizona, within ninety (90) days prior to the expiration of the initial effective period hereof or any ten-year extension.

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

The benefits and obligations hereunder shall inure to and be binding upon the parties hereto, their successors and assigns.

DATED this 18th day of August, 1967.

TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA,
an Arizona corporation, Trustee
By [Signature]
Assistant Vice President
By [Signature]
Assistant Secretary