

2017-18288
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Requested By: Pmha
Navajo County Recorder - Doris Clark
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**PINE MEADOWS
COUNTRY CLUB ESTATES**

**Declaration of Covenants,
Conditions, and Restrictions
(as amended by vote of the
Association members November 13, 2017)**

LEGAL DESCRIPTION

All of Lot 3 and that part of Lot 2 as shown on Record of Survey Plat as recorded in Book 3, Page 6, Sheet 2 of 2, Range 17 East. G&SRB&M, Navajo County, Arizona and described as follows.

Commencing at the Northwest corner of said Lot 2, thence South 0E12E30E East, a distance of 421.65 feet to the TRUE POINT OF BEGINNING;

- Thence N 89E47E30E E, a distance of 1552.71 feet;
- Thence S 25E26E40EW, a distance of 688.54 feet;
- Thence S 89E47E30EW, a distance of 1254.63 feet;
- Thence N 100E12E30EW, a distance of 620.67 feet

To the TRUE POINT OF BEGINNING.

The declarations originally made on the 1st day of May 1986, (and amended on September 15, 1996), by Overgaard Associates, Inc., an Arizona corporation hereinafter called Declarant, which executed the original declaration of reservations, covenants, conditions, and restrictions and the September 15, 1996 amendment to run with the following real property for the purpose as hereinafter set forth.

Lots 1 through 116, inclusive, PINE MEADOWS COUNTRY CLUB ESTATES, recorded in Book 16 of Plats, Page 13, records of Navajo County, Arizona. These Covenants, Conditions, and Restrictions were further amended by a vote of the members of the Pine Meadows Country Club Estates Homeowners Association on 7-23-2005, 7-27-2007, 7-26-2014, and 11-13-2017.

The Declarant hereby declares that it has established, and does hereby establish, a general plan for the improvement and development of the property shown on said plat and does hereby establish the provisions, conditions, restrictions, and covenants upon which, and subject to which, all lots and portions of said lots shall be improved or sold and conveyed, each and every one of said provisions, conditions, restrictions, and covenants is and all are for the mutual and reciprocal benefit of each owner of land in said subdivision, or any interest therein, and is a factor in the determination of the value and sales price of said land, and shall insure to and pass with each and every parcel of said subdivision, and shall bind the respective successors in interest of the present owner thereof and any and all other persons who may become owners interested in said land, said provisions, conditions, restrictions, and covenants are and each thereof is imposed upon the said lots, all of which are to be construed as real covenants and liens running with the title to said lots and with each and every parcel thereof, to wit:

1. LAND USE. Said lots are hereby restricted to single-family dwellings for residential use only. No business activities of any kind whatsoever shall be conducted upon any of said lots or improvements located thereon.

a. Dwellings are intended for owner occupancy only. Rental of dwellings shall be limited to long term rental only. Long Term is defined as being a period of not less than thirty (30) consecutive days duration.

b. Rental occupancy of any dwelling shall be limited to a single family.

c. Prior to any renter occupancy, the lot/dwelling owner shall provide a completed copy of a rental agreement stipulating the above restrictions to the

Board Of Directors, Pine Meadows Country Club Estates Homeowners Association by mailing said agreement to Post Office Box 2339, Overgaard, Arizona, 85933, not less than one week prior to any renter occupancy.

d. Upon notification of a violation of these rental limitations, the Board shall verify the violation and issue a written warning.

e. Upon verification of a second violation of these restrictions, the Board shall impose a fine of \$500.00 per day for the duration of the violation. The lot/dwelling owner will also be responsible for any legal fees or collection costs incurred.

f. Failure of the lot/dwelling owner to satisfy any fine assessed by the Board for a violation of these CC&R's will result in the filing of a lien on the appropriate property.

2. All buildings or structures erected on said lots shall be of new construction and no used building or structure shall be moved from other locations onto said premises. Not more than one single-family structure may be erected on any individual lot. Every residential structure shall have an area devoted to living purposes, exclusive of porches, terraces, garages, and guest quarters of not less than 1500 square feet.

a. No open fires of any kind for any purpose are allowed on any lot in PMCCE except as provided below. Any violation of these restrictions will be subject to a fine of \$250.00 for the first offense, and a fine, the amount of which is to be determined by the Board based on the severity of the offense, for any subsequent offense.

b. This prohibition includes, but is not limited to:

i. The burning of any tree or shrub trimmings or debris whatsoever. (Because maintaining of dead trees or shrub trimmings is not permitted on any lot, the Board recommends

that these materials be removed from your lot and taken to the brush pit located off Highway 277 for proper disposal.)

ii. Wood burning and/or propane fire pits are permitted under the following conditions and restrictions:

a. The fire pit must be completely enclosed or "encircled" by a non-flammable material such as rock, brick, etc.

b. The fire pit must have a screened cover similar to a spark arrester used for wood burning fireplaces.

c. A cleared area at least 15 feet horizontally from the side/edge of the fire pit, and at least a 15 foot vertical clearance above the fire pit.

d. Propane fueled fire pits are permitted but strict adherence to the manufacturer's directions is required.

c. The use of fireworks of any kind is strictly prohibited.

d. No trees or other native vegetation shall be cleared from any of said lots except to the extent that such clearing is necessary to allow construction of a residence, provide driveway access thereto, and to provide for reasonable fire protection, or its removal is necessary as a safety precaution. All clearing and grading of lots must first have written approval from the Association.

3. All plumbing, including but not limited to toilets, bathing facilities, and kitchen facilities, shall be of the modern inside type. No septic tanks are permitted. Each property owner shall be required to hook up to the Subdivision sewer system.

4. SETBACK REQUIREMENTS. No structure shall be erected on any lot within 20 feet of the front or rear of said lot or within 15 feet of either side line of said lot provided, however, that the setback requirements herein provided may be amended or modified by PINE MEADOWS COUNTRY CLUB ESTATES ASSOCIATION, an association established to enforce these restrictions, upon written application by the owner, if the Association is of the opinion that the setback requirements would work an undue hardship, or where a variation thereof would be in the best interest of the lot owners and subdivision as a whole, without prior consent or approval of the other lot owners. Should a variance be required, it must be obtained through the Navajo County Planning Department by Board Adjustment action. At the time construction begins, each lot owner shall purchase and install at the lot owners expense an eighteen (18) inch diameter driveway culvert (or equivalent in size) for each driveway approved by the Architectural Committee. Required permits may be obtained from the County Engineer's Office and shall be posted in view at the construction site.

5. STREETS AND ROADS. The streets and roads within the Subdivision are dedicated to the County.

6. ARCHITECTURAL CONTROL. No building, fence, wall, antenna, or other structure shall be commenced, erected, maintained or remodeled until the plans and specifications showing the nature, kind, shape, color, height, material, floor plans, location and approximate cost of such a structure shall have been submitted to and approved by the Association (and in certain instances to the Navajo County Planning Department) and a copy thereof, as finally approved, lodged permanently with said Association. Failure of said Association to reject in writing said plans and specifications within thirty days from date the same are submitted shall constitute approval of said plans or specifications. Approval of plans or specifications shall not be unreasonably withheld, and rejection of any plans or specifications must be based on reasonable judgments as to the effect that said construction, changes, and/or alterations will have on the Subdivision as a whole. The Association shall have the right to approve, or to refuse any such plans, specifications, or grading plan, which are not suitable or desirable, in its opinion, for aesthetic, or any other reasons, and in so passing up such plans,

specifications, and grading plans, it shall have the right to take into consideration the suitability of the proposed building or other structure as planned on the outlook from the adjacent or neighboring property. All subsequent additions to, or changes or alterations, shall be subject to the prior approval of the Association. No structure shall be erected that exceeds 24' above the standard pad elevation of the lot. All use of or construction on Subdivision lots shall require a Navajo County Building permit and shall comply with all requirements established by Navajo County.

The Board of Directors is authorized to create a "Plan Approval and Grading Plan" form, which from time to time may be amended as necessary. This "Plan Approval and Grading Plan" form must be submitted to the Board of Directors by any lot owner who submits a request for the approval of any and all building plans. The "Plan Approval and Grading Plan" form shall be substantially in compliance with the attached document.

Any violation of this Article, including failure to submit original plans or plans for any changes, modifications, alterations, or additions to the original plans shall result in the assessment of a \$500 fine.

7. CORNER LOTS. In the event a lot is situated on the corner so that it abuts two streets, the homeowner shall designate in the plans submitted to the Architectural Committee, the front of the house for setback requirements.

8. No horses, cattle, sheep, goats, pigs, or other livestock or poultry may be kept, boarded, or maintained on any of said lots or any part thereof; provided, however, this restriction shall not be construed as prohibiting the keeping of ordinary household domestic animals upon such property.

9. All clotheslines, equipment, garbage cans, incinerators, and service yard shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring parcels and streets. No metal fence shall be erected on any lot. All rubbish, trash, or garbage shall be removed from the premises and

shall not be allowed to accumulate thereon. Garbage containers shall be closed, animal proof containers.

10. No temporary house trailer, travel trailer, mobile type home, mobile home, or any temporary house shall be placed or erected on any lot in said subdivision. "Mobile Home" as used in these restrictions shall be as defined in the Arizona Revised Statutes Section 33-1409.

11. No elevated storage tank of any kind shall be erected, placed, or permitted upon any of said lots. Any tanks for use in connection with any residential construction on said property, including tanks for the storage of gas, fuel oil, or propane must be buried or enclosed so as to conceal it from the neighboring tracts, roads, and streets. All enclosures must be constructed in such a manner so as to be consistent with the main structure.

12. No lot or lots shall be subdivided except with the permission of the Association and the Navajo County Board of Supervisors. Any ownership of single holding by any person comprising part of two adjoining lots shall, for the purposes of this declaration of conditions and restrictions, be deemed to constitute a single lot.

13. 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 reasonably satisfactory to the Association, or permit litter and debris to accumulate on his lot, or fail to comply with any other reasonable fire preventive requirements, the Association, through its agents and 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/or clean or clear any lot of litter and debris, or take any other steps necessary to meet reasonable fire prevention regulations; provided, however, that the Association shall first give 30 days written notice to the owner of said lot of its intention to make such repairs or of its intention to perform such clearing, maintenance, or rehabilitation work. If at the end of said thirty day period the work to be performed has not been done by the owner, then the Association shall have the right, as set forth herein, to make

such repairs, rehabilitation, clearing, or maintenance work. Nothing herein contained shall be construed to grant to the Association any right to enter into or inside of any building located on the lot without the consent of the owner thereof. Any costs incurred by the Association in enforcing and carrying out of the performance of this paragraph shall be charged against the owner of said lot, and a lien may be created on said lot until the Association has been paid in full for all costs incurred which lien may be foreclosed in the matter prescribed by law.

14. Fireplaces, at the time of their construction or installation, shall have spark arresters installed.

15. No individual water system shall be permitted on any lot in said Subdivision. A duly franchised water company or its agent, or an agent of the improvement district provided for herein shall supply all necessary water to lot owners.

16. Upon the commencement of construction of any structure, that structure and the exterior of the main residence must be completed within 6 months so that the aesthetics of the area are not disturbed by the appearance of an incomplete structure for longer than 6 months. Building material not required for use within the following 60 days shall not be stored on the property. The main residence must be completed first, or at the same time as all other approved structures. The term completion of construction shall mean completion of the exterior of the residence and garage (if any) by installation of the exterior siding materials, finished roofing materials, and all doors and windows.

17. No advertisements, bill boards, or promotional signs of any kind shall be erected and/or exhibited in any manner on or above the property without prior written approval from the Association. Real Estate and For Sale signs must be of a style approved by the Board.

18. Any exterior lighting caused or allowed to be erected on any lot by a lot owner shall be shaded so as to not create a nuisance to any other lot owner or occupier thereof.

19. Private passenger automobiles and pickup trucks and golf carts may be parked on the front or side lines of any lot. Trucks bigger than pickup class and vehicles and equipment other than described above shall not be kept on any lot or street except in a private garage. No motor vehicle which is under repair or not in operating condition shall be permitted to remain on the street, or streets, or any portion of any lot or lots, except where said vehicle is in an enclosed garage. After construction of permanent dwelling, one motor home or recreational vehicle may be parked on any lot, for loading and unloading only.

20. No noxious or offensive activity as determined by the Navajo County Planning and Zoning Department and/or the Association shall be carried on upon any building site nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Noise levels shall be maintained below 80 decibels. Property owners must be in compliance with all Navajo County ordinances including ordinances passed to control dog barking.

21. Easements dedicated for PINE MEADOWS COUNTRY CLUB GOLF COURSE are hereby granted, reserved, and established for purposes of golf course operation including roads and utilities. Sewer lines and treatment plant easements necessary for the operation of the sewage treatment plant, are specifically herein granted, reserved, and established, including the use of and removal of sewage effluent from the treatment plant.

22. Easements for roadway slopes, drainage, sewers, water, cable television, electricity, telephone, and other utilities along, under, around, adjacent to, and across the lots which are subject to these restrictions are hereby granted, reserved, and established; such shall include the right to excavate for, place, cover, repair, and do everything necessary or desirable 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 of, and proper construction of any improvements to said elements. The location of these easements and the construction of any improvements thereto shall be as shown on the Subdivision plat. No structure, plants, or other material shall be placed or

permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement areas of each lot and parcel of land and all improvements in it shall be maintained continuously by the owner of said lot and parcel of land.

23. Failure to enforce any of the restriction, rights, reservations, and limitations contained herein shall not in any manner be construed as a waiver thereof or consent to any further or succeeding breach or violation of these CC&Rs. Upon any breach of these CC&Rs anyone owning property in the Subdivision may bring a legal action in the appropriate court to enjoin or restrain said violations and/or to collect damages associated with the violation. The Board of Directors may also initiate action against any property owner violating these CC&Rs.

The foregoing restrictions and covenants run with the land and shall be binding on all persons owning lots in Pine Meadows Country Club Estates until January 1, 2000 at which time said covenants shall be automatically extended for successive ten year periods.

A vote of 75% or more of the lot owners entitled to vote and who actually vote either by mail or in person at the annual meeting may cause these CC&Rs to be altered, deleted, modified, or changed.

Deeds of Conveyance of said property, or any part thereof, may contain the above restrictive covenants by reference to this document, but whether or not such reference is made in such deeds, or any part thereof, each and all of such restrictive covenants shall be made valid and binding upon the respective grantees. Violation of any one or more of such covenants may be restrained by any court of competent jurisdiction.

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

IN WITNESS WHEREOF, Pine Meadows Country Club Estate Homeowners Association, an Arizona corporation, has caused its name to be hereunto affixed this 13th day of November, 2017

**PINE MEADOWS COUNTRY CLUB ESTATES
HOMEOWNERS ASSOCIATION**

By: _____

William O. Johnson, President

By: _____

Steven Feola, Secretary

1 Attachment
Plan Approval Form