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KKT enterprises, L.L.V..  
3537 Winifred Way  
Lake Havasu City, Az. 86404

OFFICIAL RECORDS  
OF MOHAVE COUNTY  
CAROL MEIER,  
COUNTY RECORDER



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**AMENDED  
DECLARATION  
  
OF  
  
COVENANTS, CONDITIONS AND RESTRICTIONS  
  
FOR  
  
SAGEBRUSH TRAILS ESTATES  
(Mohave County, Arizona)  
  
AND SAGEBRUSH TRAILS  
  
PROPERTY OWNERS ASSOCIATION, INC.**

**AMENDED DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
SAGEBRUSH TRAILS ESTATES  
(Mohave County, Arizona)  
AND SAGEBRUSH TRAILS  
PROPERTY OWNERS ASSOCIATION, INC.**

This Declaration of Covenants, Conditions and Restrictions (the "Declaration") is made this 4<sup>th</sup> Day of March, 2009 by FIRST AMERICAN TITLE INSURANCE AGENCY OF MOHAVE, INC., an Arizona Corporation as Trustee under Trust No. 4837 ("Owner")

**RECITALS**

A. Sagebrush Property Owners Association and the Domestic Water Improvement District (DWID) consists of two categories of Property Owners: (1) Those who purchased 40 acre parcels of land located in Section 35, Township 15N Range 17 W in 2003. Some of those parcels were subsequently split into 10 acre parcels. (2) The new property owners who will purchase the 5-6 acre lots located in Section 3, Township 14N Range 17 W during and subsequent to the summer of 2006. Section 3 adjoins the SW corner of Section 35. **With the exception of comments concerning the DWID, this CC&R is applicable only to the property owners of the 5-6 acre lots located in Section 3.**

B. The Owner/Declarant hereby amends the following Declaration of Covenants, Conditions and Restrictions contained herein as to replace and supersede those Covenants, Conditions and Restrictions previously recorded January 27, 2000 in Book 3446, Page 620 and amended January 30, 2007 in Book 6646, Page 92 in their entirety.

C. The Owner is the fee simple title holder of a certain tract of land in Mohave County, Arizona, to be known as Sagebrush Trails Estates, which property is more particularly described on Exhibit "A" attached hereto and this reference incorporated herein be reference (hereinafter referred to as the ("Property") or any part thereof, some times referred to as lot(s) or parcel(s) Pursuant to instructions from it's beneficiary, RRP Enterprises, L.L.C., an Arizona Limited Liability Company hereinafter referred to as the ("Developer").

D. Trustee, for the purpose of preserving and protecting the value of the Property, its natural beauty, and its desirability for use as a quality residential, recreational and resort area, and in furtherance of a common plan, does hereby subject the "Property" to and declare the following covenants, conditions and restrictions:

## **TERMS**

These restrictions shall run with the land and shall be binding upon all owners and persons claiming under them for a period of twenty (20) years following the date of this instrument, after which time the same shall be extended for successive periods often (10) years each, unless an instrument of cancellation signed by the then owners of not less than sixty-six percent (66%) of the Property has been recorded.

## **DEFINITIONS**

- A. "Mobile Home" shall mean any dwelling that is built on a chassis or any dwelling a material portion of the shell of which has been prefabricated at another location or any other dwelling customarily referred to as a mobile home.
- B. "Result of Survey" parcel(s) shall mean any parcel of land, which Developer has divided or hereinafter divides the Property, and as shown on a Result of Survey. The term "Divided Parcel" shall also mean parcels, which are subsequently divided in accordance with the provision hereof, and applicable law. The term "Parcel (s) alone shall include both Result of Survey Parcel(s) and Divided Parcel(s).
- C. "Second Hand Business" shall mean the business of buying and selling previously used equipment and other personal property.

## **SAGEBRUSH TRAILS PROPERTY OWNERS ASSOCIATION AND DOMESTIC WATER IMPROVEMENT DISTRICT**

- A. There is hereby created Sagebrush Trail Property Owners Association, Inc. The purpose of the Association is to:
- (i) To promote the recreation, health, safety and welfare of the Owners, to enhance the quality of life within the Property, to preserve the value of the Property, to pay the costs of administration of the Association and all other Common Expenses and to otherwise further the interest of the Association.
  - (ii) Assist the management of The Sagebrush Domestic Water Improvement District (DWID) has been established by The Mohave County Board of Supervisors (BOS) to provide water services to the Sagebrush Property Owners.
  - (iii) The BOS will serve as Directors of the DWID and the Powell Water Loading Station will operate and maintain the water well facilities until such time as the Sagebrush POA/DWID becomes a viable organization and owns 51% of the property. At this time the BOS will appoint an appropriate number of property owners who are willing and capable of serving as the new Directors of the Sagebrush Trails Estates POA/DWID. The well system, the operating fund account and operations will be turned over to POA/DWID.

B. Each and every Lot owner, in accepting a deed or contract for any Lot whether or not it shall be so expressed in such deed or contract, automatically becomes a member of the POA and DWID associations, and agrees to be bound by such reasonable rules and regulations as may, from time to time, be established by the Association. Membership shall belong with and may not be separated from ownership of the lot the right and obligations of an owner and membership in the Association shall not be assigned, transferred, pledged, conveyed or alienated in any way, except upon transfer of ownership of such Lot, whether by in testate succession, testamentary disposition, foreclosure of a mortgage, or such other legal processes as now in effect or as may be hereafter established pursuant to the laws of the State of Arizona. The Association shall be operated and conducted on a strictly cooperative and non profit basis. Each Lot owner as a member shall have such voting rights as set forth in this Declaration.

C. In furtherance of its purposes, which are generally set forth above, the Association shall provide necessary and appropriate action for the maintenance, repair, replacement and management of the properties referred to in Paragraph A of this section above and shall have the right to enter upon a Lot if reasonably necessary, in order to accomplish its purposes.

D. The Association shall have the power to borrow and encumber its assets and, in all respects, shall have the power necessary to carry out its purposes, whether or not specifically set forth herein, including the power to enter into contracts with third parties to perform all or part of its functions, and to hire its own employees to do so. The Association shall have the power to dedicate the roads and grant the easements to the County as shown on the Result of Survey.

E. Each Lot owner is obligated to pay:

- (i) Regular assessments for normal maintenance and repair and reserves, Association insurance and operating costs per year as outlined in paragraph G below.
- (ii) Special assessments for capital improvements with such assessments to be established by the Association. The regular and any, special assessments, late payment penalties and charges, if any, together with interest, (all as set by the Association) costs and reasonable attorneys fees, shall be a lien on the Lot each Lot owner shall be personally responsible for his or her share of assessments imposed by the Association. This personal obligation for delinquent assessments shall not pass to the owner's successor in title, unless expressly assumed by such successor; however, the obligation to pay same shall be a continuing lien on the Lot, excepting for the provisions of Paragraph L of this section below, relating to mortgages.

F. The Association shall, on an annual basis, make a determination as to the estimated costs of the repair and maintenance of the roadways and any other designated common areas as shown on the Result of Survey or otherwise so designated, including any reserves necessary for future capital expenditures and maintenance. Assessments shall be charged to each owner on a uniform per Lot basis, regardless of size as shown on the Result of Survey and including any Divided Property. The assessments may be collected on a monthly, quarterly, or annual basis, or any combination of same as determined by the Association.

G. Each owner shall be responsible to pay the regular assessment commencing on the first day of the month following the date of recordation of the deed or purchase contract wherein the owner acquired legal, beneficial, or equitable title to the Lot. This amount is prorated for the first year and paid during January of every year thereafter. The Developer shall not be responsible for comparable assessments on each Property owned by it. However, the Developer shall be responsible to provide labor, material and/or monies in sufficient amounts, not to exceed the amount of the normal Lot assessment for each Parcel owned by it, if necessary in the Developer's opinion, to properly fulfill the Association's maintenance responsibilities. Regular assessments shall be set by the Association on an annual calendar year basis. The initial regular assessment shall be per year per Lot whether a result of Survey Parcel or a Divided Parcel. The Association shall fix the amount of the regular assessment at least thirty (30) days prior to the beginning of the calendar year. Written notice of the assessment shall be sent to every owner. The Association shall not increase the regular assessment beyond ten percent (10%) per year unless approved by a majority vote of the Association membership.

H. In addition to the regular assessment as set forth above, the Association may set special assessments if the association determines by two-third's (2/3rds) ownership vote that such is necessary to meet the primary purposes of the Association.

I. All sums assessed by the Association chargeable to a Property, but unpaid, shall constitute a lien on such Property prior to all other liens excepting only ad valorem liens in favor of a governmental assessing unit or special assessment district. The Association lien may be foreclosed by the Association on a like manner as a foreclosure of a real property deed of trust. The Association shall have the power to bid on the delinquent Parcel at a foreclosure sale, and acquire, hold, lease, encumber and convey same. A suit to recover a money judgment for unpaid assessments and charges shall be maintainable by the Association without foreclosing or waiving the lien securing same.

J. The total number of votes in the Association shall be on the basis of one (1) vote per Parcel whether a Result of Survey Parcel or a Divided Parcel, provided, the Developer shall have ten (10) votes for each Parcel it owns. The total number of Parcels and therefore the total number of votes may be increased from time to time by expansion, pursuant to paragraph 4 of the project as evidenced by a Supplemental Declaration, incorporating this Declaration, executed and recorded by Developer. Unless otherwise specifically provided herein, all Association matters shall be determined by a majority vote. If more than one party is the owner of a Parcel, there must be an unanimous agreement among those who own an interest in the Parcel as to how to cast that Parcel's vote, otherwise, that vote shall not be counted. No owner is entitled to voting rights if delinquent in payment of assessments or other sums owed the Association.

K. The Association shall have the power to adopt bylaws and to appoint its officers and directors, as well as establish reasonable regulations relating to the matters within its purpose.

L. Where the holder of a first mortgage of record obtains title to the Parcel as a result of foreclosure, or deed in lieu of foreclosure, of said first mortgage, such acquirer of title, its successors and assigns,

shall not be liable for the share of the expenses of the assessments by the Association chargeable to such Parcel which became due prior to the acquisition of title to such Parcel by such acquirer. As used in this Declaration, the term "mortgage" shall include "deed of trust" and "agreement for sale" and mortgagee" shall include the "beneficiary" under a deed of trust and "vendor" under an agreement for sale. Such acquirer shall be responsible, as any owner, for assessments charged subsequent to the acquisition.

M. In the event the Association determines that any Parcel owner has complied with the provisions of this Declaration, then the Association, shall give written notice to the owner of the conditions complained of. The owner shall correct it or, if not readily correctable within thirty (30) days after notice from the Association, the owner shall submit corrective plans proposing its remedy to the condition complained of within fifteen (15) days after notice from the Association. The Association shall approve or disapprove any plans submitted by the owner and set forth a reasonable time for correction of the condition complained of. In the event such condition is not corrected according to the approved plans, within the allotted time, the Association shall have the right to undertake to remedy such condition or violation complained of. The cost thereof shall be deemed to be an assessment develop adjacent land and incorporate said adjacent land within this Declaration by specific reference thereto. Any such expansion to be included within this Declaration shall be subject to the terms and conditions of this Declaration, but may include reasonable variances. Upon any such expansion the added property shall be subject to all provisions of this Declaration. The number of votes and assessments shall be increased upon incorporation of the additional Result of Survey(s).

N. Each Parcel owner of Lots:

6, 7, 16, 17, 18, 19, 20, 21, 28, 29, 30, 31, 32, 33, 40, 41, 42, 43, 44,45, 52, 53, 54, 55, 56, 57, 64, 65, 66, 67, 68, 69, 76, 77, 78, 79, 80, 81, 90 and Lot 91 are subject to the following additional conditions and restrictions;

(i) Aircraft Operations:

1. The runway and the taxiways will be private and closed to student and solo student traffic. All aircraft based at Sagebrush Trails Estates shall be registered to the Parcel owners. Guests are limited pilots with proper ratings who shall comply with all provisions of this declaration with respect to aircraft and otherwise. The only visitors allowed would be those visiting subdivision residents and those visitors would need to be on file with the Association and prior to landing sign and submit to the Association a Hold Harmless Agreement.
2. All Parcel owners of the above mentioned Lots shall be subject to additional assessments as levied by the Association for the purpose of maintaining the runway and adjoining taxiways as determined by the Association. The members shall be liable to the Association for the payment of such assessments.
3. All dismantled aircraft and parts will be placed and stored in their respective hangars.

4. No aircraft service or maintenance facilities will be provided by the Association.
5. A limited parking space for visiting aircraft will be located at the end of each taxi way.
6. The Association does not allow any commercial aircraft services.
7. All pilots must adhere to the flight operations document published by the Association for all landing pattern rules, including arrival, departures and communication procedures.
8. No mechanical or structural repairs shall be made on any plane unless it is registered to the property owner.
9. The runway will not be equipped for night operations.
10. The lots mentioned above will be required to have structures constructed outside the obstacle free zones which are 125 feet from the center line of the runway and 45 feet from the center line of the taxiway. Structures constructed along the runway must also adhere to the aviation setback easement being 7 times the height of the subject structure starting at the runway safety area which is 60 feet on both sides of the center line of said runway.
11. Hangers facing the street shall conform to the design of home.
12. Hangers in rear of residential lots may be metal construction.

## **EXPANSION**

Developer reserves the right to comparably develop adjacent land and incorporate said adjacent land within this Declaration by specific reference thereto. Any such expansion to be included within this Declaration shall be subject to the terms and conditions of this Declaration, but may include reasonable variances. Upon any such expansion the added property shall be subject to all provisions of this Declaration. The number of votes and assessments shall be increased upon incorporation of the additional Result of Survey(s).

## **USES**

No Parcel shall be used except in accordance with Mohave County zoning and building permit requirements, Arizona State Fire Code requirements which dictates that each Parcel shall have its own water tank (based on NFPA 1142) for fire flow requirements, and in accordance with this Declaration.

## **RESTRICTIONS ON PLACEMENT OF IMPROVEMENTS ON PROPERTY**

All county setback regulations will be enforced for all structures such as fences, septic systems, water wells, water lines, storage sheds, etc. No structures or improvements (other than acceptable fencing) shall be located upon a Property within 50 feet of any Result of Survey Parcel(s) boundary or existing roadway as shown on the Result of Survey(s), except for a Property entrance and address sign to identify the Property and occupants, as set forth in Paragraph **SIGNS** below, which must comply with applicable governmental regulations and may not be placed on an easement. Any dwelling located more than 150 feet from an existing roadway must have a fire lane as authorized by ARS 41-2146.

## **FENCES**

No fence shall be placed within any ingress, egress, or trail easement. All fences are to be made of rock, masonry, wood, barbed wire or chain link materials, and be maintained by the Parcel owner.

## **SIGNS**

Signs (including, but not limited to For Sale or for Rent signs) are not permitted on the Property, except for address signs that identify the address and/or the owner of the Property, which signs will not exceed 4 square feet. After three (3) years from the date of execution of these Restrictions For Sale or For Rent signs will be permitted so long as they are neatly painted and maintained and do not exceed 4 square feet. None of the sign restrictions in this Declaration apply to the Developer or his assigns or successors, for the purpose of selling the Parcels, location, directional or street signs.

## **LIMITATIONS ON RESALE AND DEVISIONS**

No result of survey property may be divided or resold for a period of eighteen (18) months from the purchase date by owner from Developer.

## **TRASH**

No Property may be used for temporary or permanent storage of rubbish or trash (collectively, garbage). No garbage may be kept on any Property except in covered containers and screened from view from adjacent properties.

## **JUNK YARDS. SECOND-HAND BUSINESS, MATERAIL STORAGE**

No junk yards or second-hand business shall be conducted on any Parcel. No storage of trucks, cars, buses, equipment or building materials shall be stored on any Parcel unless enclosed in a proper structure to not be visible from an adjoining Parcel or passing on the roadway.

## **HAZARDOUS MATERIALS**

No hazardous or toxic materials may be kept, used or stored on any Property.

## **NUISANCES, NOXIOUS OR OFFENSIVE ACTIVITY**

No nuisance or noxious or offensive activity shall be carried on upon or from any Property. The unnecessary, prolonged or indiscriminate creation of such things as noise, dust, fumes or odors is prohibited, including but not limited to gunfire, road racing and loud music.

## **SANITARY FACILITIES**

Toilets or other sanitary facilities shall be water-flush devices located within a residence. Waste water shall be discharged into a county or other appropriate governmental agency approved septic disposal system located on the Property.

## **LIVESTOCK**

No chickens, ducks or swine may be raised, bred or kept for commercial purposes on any lot. A Lot may be used keeping of a reasonable number of horses provided the Lot has been adequately fenced with a minimum five strands or better fence so as to prevent the movement of livestock from the Property. Under no circumstance shall a stockyard, dairy or kennel be permitted on any Property.

## **MOTOR VEHICLES, MACHINERY AND EQUIPMENT**

No vehicle may be stored, maintained, constructed, reconstructed or repaired on any part of any Lot except when done inside a shed, garage or screening so that it is not visible from other Lots. Inoperable or unlicensed vehicles must be stored or parked inside a structure so as not to be visible from adjoining Parcels. All vehicles or motors must be operated with a muffler. All terrain vehicles, go-carts, motorcycles, mini-bikes, motorized scooters and the like may be operated only within the owner's Property and are not allowed on the road way or easements unless they are licensed, driven by a licensed driver, and operated in a way which does not disturb or annoy the adjoining owners.

## **PARCEL MAINTENANCE**

Each Parcel, including landscaping and improvements thereon must be maintained and kept clean at all times by the owner.

## **MOBILE HOMES**

No used manufactured home will be permitted on any Lot. No Park Models except for use by the Developer as per Developers Special Rights paragraph. All Manufactured Homes must be Doublewides or larger and include a two car or larger garage, either attached or detached. No mobile homes that do not comply with all rules and regulations as may be imposed by County and State jurisdictions for manufacturing and installation of electrical and sanitary facilities will be permitted to be placed on a Property. All mobile homes must be skirted with wheels removed, and within an excavation in the ground so that the under frame of the mobile home is not exposed. The property around the mobile homes shall be graded to cause water to flow away from the mobile home, and the finished floor level shall be at least one (1) foot above the general plane of the terrain.

## **MOBILE HOME PLACEMENT**

Those areas designated by the Developer for site built homes only, prohibit the placement of manufactured homes.

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### **TRAVEL TRAILERS, RECREATIONAL VEHICLES**

No travel trailer or recreational vehicle may be used as a permanent residence. One (1) travel trailer or recreational vehicle may be used for temporary residential use only if the use extends for not more than three (3) consecutive months, nor more than total of six (6) months in any calendar year. EXCEPTION: If building a home a travel trailer or recreational vehicle may be used as a temporary residence for the duration of the effective date of the building permit. Mohave County requires an approved septic system for recreational vehicle stays of any length of time.

### **LAND CLEARING AND LANDSCAPING**

There shall be no clearing of vegetation on any Property, except underbrush, or grading, except to the extent necessary to accommodate access, parking areas, improvements, orchards and authorized agricultural development. All must be approved by the Property Owners Association.

### **ENFORCEMENT**

The owner of any Property and the Property Owners shall have the right, but not the obligation, to enforce, by any proceeding at law or in equity, all covenants, conditions and restrictions, now or hereafter imposed by the provisions of the Declaration. Failure by any owner to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

### **AMENDMENTS**

This Declaration may be amended at any time by any instrument which has been signed by not less than sixty-six percent (66%) of the total Property Owners; provided, however that so long as the Developer owns six (6) or more Lots, no amendment to this Declaration shall be effective unless signed by the Developer, its successors and or assigns, which signature may be withheld at its sole discretion. Developer expressly reserves the right to grant any reasonable exceptions to the restrictions on placement of improvements specified in paragraph **RESTRICTIONS ON PLACEMENT OF IMPROVEMENTS ON PROPERTY**

### **DEVELOPER'S SPECIAL RIGHTS**

In making this Declaration, the Developer reserves to itself and its successors and assigns the below powers and rights ("Developer's Rights") as long as the Developer owns a Parcel:

- A. Amend the Result of and legal description of the Property and to withdraw or add additional real estate to the Property.
- B. Create easements.
- C. Divide Parcels.

- D. Exercise all expansion rights provided for in paragraph **EXPANSION**.
- E. Maintain sales offices, management offices, models and signs advertising the Property and directing prospects to the Property, conduct tours of the Property and conduct any event or promotion desired by the Developer in its exclusive discretion to assist its sales activities.
- F. Grant any reasonable requests for waivers of any of the provisions of this Declaration, at its sole discretion.

IN WITNESS WHEREOF, FIRST AMERICAN TITLE INSURANCE AGENCY OF MOHAVE, INC., as Trustee, Trust No. 4837, executed this Declaration this 19 day of August, 2009.

AGENCY - MOHAVE, INC.  
*Patricia Stalhut*

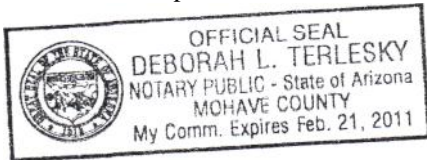
FIRST AMERICAN TITLE INSURANCE  
 OF  
 Patricia Stalhut Trust Officer

STATE OF ARIZONA )  
 )ss.  
 County of MOHAVE )

On this 19th day of August, 2009, before me, the undersigned Notary Public, personally appeared Patricia Stalhut personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the, instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that he/she/they are the person(s) or the entity on behalf of which the person(s) or the instrument.

WITNESS my hand and official seal.  
 My Commission Expires:

*Deborah L. Terlesky*  
 acted, executed the  
 Notary Public



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## **EXHIBIT "A"**

LOTS 1 through 96, inclusive, AMENDED SAGEBRUSH TRAILS ESTATES Tract 3815, according to the First Amended Plat recorded August 13, 2009 at Fee No. 2009-049867 in the office of the Recorder of Mohave County, Arizona.