

****PLEASE NOTE**** To the best of our knowledge, the following C.C.C&R. s pertain to your lot. We suggest that you check with the Mohave County Recorder for exact recordings against said property.

UNIT 14 (TERRACE 2) / UNIT 15 (VALLEY 1)

DOCKET 1404

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2 MAR 1988

AMENDMENT AND RESTATEMENT OF
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
MEADVIEW VALLEY UNIT 1
AND
MEADVIEW TERRACE UNIT 2

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**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR MEADVIEW VALLEY UNIT 1
AND MEADVIEW TERRACE UNIT 2**

THIS DECLARATION is made on the sixth day of January 1988, by MEADVIEW COMPANY LIMITED PARTNERSHIP, an Arizona limited partnership (the "Declarant"), and by *CHASE SERVICE CORPORATION OF ARIZONA, an Arizona corporation, as Trustee ("Chase" *CSC).

WITNESSETH:

WHEREAS, the Declarant is the beneficial owner of certain real property located in Mohave County, Arizona, which is more particularly described on Exhibit A attached to this Declaration.

WHEREAS *CHASE, as Trustee, holds legal title to the above-described property pursuant to its Trust No. 99532.

WHEREAS, Landex, an Arizona corporation, heretofore recorded on a portion of the property described on Exhibit A, a document entitled "Meadview Valley Unit 1-Tract 1194 Declaration of Restrictions" page 1 in the records of Mohave County, Arizona, and also recorded entitled "Meadview Terrace Unit 1-Tract 1193 Declaration of Restrictions", which document was dated May 9, 1973 and recorded at Book 116, page 254, in the records of Mohave County, Arizona (hereafter collectively, the "Restrictions");

WHEREAS Section 4 of the Restrictions states in part as follows:

"With respect to any lot which may or may not have been sold, or any lot that subsequently reverts to Trustee, the Trustee expressly reserves that right to amend, add or delete any or all provisions of these restrictions, said changes to become effective upon the sale or conveyance of such lot in accordance with Section 7 hereunder."

WHEREAS Section 7 of the Restrictions states as follows:

"Notwithstanding anything to the contrary in this document, each and every restriction, term and condition set forth in this document shall apply only to, and at such time as, lots in the subdivision are subject to a sale by Trustee to a third-party lot purchaser or are conveyed to such purchaser, his successors or assigns."

WHEREAS, the property described on Exhibit A, has never been sold by Trustee to a third-party lot purchaser or conveyed to such purchaser, and therefore the Restrictions have never been applicable to the property described on Exhibit A.

WHEREAS Declarant further desires to establish, for its own benefit, and for the mutual benefit of all future owners, lienholders, occupants, or any other holders of an interest in the property described on Exhibit A, or any part thereof, certain easements and rights, and certain mutually beneficial covenants, restrictions, and obligations with respect to the proper use, conduct and maintenance of said property.

NOW, THEREFORE, Declarant hereby declares as follows:

All property described on Exhibit A, shall be subject to these covenants, conditions and restrictions and shall be held, conveyed, mortgaged, encumbered, leased, rented, occupied, improved, and used subject to the following restrictions, covenants, conditions, easements, and equitable servitudes. The restrictions set forth in this Declaration shall run with the property covered or annexed hereunder, shall be binding upon all persons having or acquiring any right, title or interest in such property, or any part thereof, shall inure to the benefit of every portion of the property, and any interest therein, shall inure to the benefit of and be binding upon any successor in interest of Declarant and of each Owner and may be enforced by Declarant, by any Owner or their successors in interest, or by the Architectural Committee.

ARTICLE 1

DEFINITIONS

- 1.1 **Annexable Property** means the real property located in Mohave County, Arizona, which is described on Exhibit B, attached to the Declaration, together with all buildings and other Improvements located thereon and all easements, rights and appurtenances belonging thereto.
- 1.2 **Architectural Committee** means the committee established pursuant in Article 2 of this Declaration.
- 1.3 **Architectural Committee Rules** means the rules, if any, adopted by the Architectural Committee.
- 1.4 **Declarant** means MEADVIEW COMPANY LIMITED PARTNERSHIP, an Arizona limited partnership, its successors and any person or entity to whom it may expressly assign any or all its rights under this Declaration.
- 1.5 **Declaration** means this Declaration of Covenants, Conditions and Restrictions, as it may from time to time be further amended.
- 1.6 **Improvement** or **Improvements** means buildings, roads, driveways, packing areas, fences, walls, rocks, hedges, plantings, planted trees and shrubs, and all other structures or landscaping improvements of every type and kind.
- 1.7 **Lot** means any parcel of real property designated as a lot on a recorded subdivision Plat and which is covered by this Declaration.
- 1.8 **Miscellaneous Structure** means any structure erected on any Lot except for Mobile Homes and Permanent Homes, and shall include but is not limited to patios, porches, cabanas, fences, walls, storage rooms, garages, carports, buildings.
- 1.9 **Mobile Home** means any house trailer, mobile home, or similar movable living quarters, but shall not include camping trailers, tent trailers, pickup truck campers, motor homes, housecars or similar recreational type vehicles.
- 1.10 **Owner** means the recorded owner, whether one or more persons or entities, or beneficial or equitable title (and legal title if the same has merged with the beneficial or equitable title) to the fee simple interest of a Lot. Owner shall not include, (i) Persons or entities having an interest in a Lot merely as security for the performance of an obligation, or (ii) A lessee or tenant of a Lot. Owner shall include a purchase under a contract for the conveyance of real property, a contract for deed, a contract to convey, an agreement for sale or any similar contract through which a seller has conveyed to a purchaser the remaining of seller's title in the Lot, whether legal or equitable, on payment in full of all monies due under the contract. Owner shall not include a purchaser under a purchase contract and receipt, escrow instructions or similar executory contracts which are intended to control the rights and obligations of the parties to the executory contracts pending the closing of a sale or purchase transaction. In the case of Lots the fee simple title to which is vested in a trustee pursuant to Arizona Revised Statutes, Section 33-801, et seq., the trustor under the deed of trust who is entitled to possession of the trust property shall be deemed to be the Owner.
- 1.11 **Permanent Homes** means any residence constructed on a residential lot, whether frame, stucco, or masonry, but shall not include storage rooms, carports, garages, etc.
- 1.12 **Project Documents** means this Declaration and any Architectural Committee Rules.
- 1.13 **Property** or **Project** means the real property described on Exhibit A, of this Declaration and all real property subsequently annexed by the Declaration pursuant to Article 7 of this Declaration together with all buildings and

other Improvements located thereon, and all easements, rights and appurtenances belonging to thereto.

- 1.14 **Purchaser** means any person other than the Declarant, who by means of a voluntary transfer becomes the Owner of a Lot except for an Owner who, in addition to purchasing a Lot, is assigned any or all the Declarant's rights under this Declaration.
- 1.15 **Single Family** means an individual living alone, a group of two or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than three persons not all so related, together with their domestic servants, who maintain a common household in a dwelling.
- 1.16 **Single Family Residential Use** means the occupation or use of a residence by a Single Family in conformity with this Declaration and the requirements imposed by applicable zoning laws or other state, county or municipal rules and regulations.
- 1.17 **Visible from Neighboring Property** means, with respect to any given object, that such object is or would be visible to a person six feet tall, standing on any part of such neighboring property at an elevation no greater than the elevation of the base of the object being viewed.

ARTICLE 2

ARCHITECTURAL COMMITTEE

- 2.1 **Architectural Committee:** The Declarant shall establish an Architectural Committee consisting of three (3) members to regulate the external design, appearance, and use of the Property and to perform such other functions and duties as may be imposed upon it by this Declaration. The Declarant shall have the power to appoint the members of the Architectural Committee until the first anniversary of the date of this Declaration. Members of the Architectural Committee appointed by the Declarant need not be Owners. After on (1) year from the date of this Declaration, the Owners shall appoint the members of the Architectural Committee, all of whom shall be Owners. The Architectural Committee may promulgate rules concerning the standards and procedures for architectural review.

ARTICLE 3

PERMITTED USES AND RESTRICTIONS

- 3.1 **Residential Use:** All Lots shall be used, improved, and devoted exclusively to Single Family Residential Use. No gainful occupation, profession, trade, or other nonresidential use shall be conducted on any Lot.
- 3.2 **Mobile Homes:**
 - (a) Mobile Homes are expressly permitted upon all residential lots for Single Family Residential use, provided; however, that said Mobile Home is at least forty (40) feet in length and twelve (12) feet in width.
 - (b) At the time any Mobile Home is placed on a Lot, it shall not exceed five years of age from the date of manufacture.
 - (c) Mobile Homes placed on Lots must be professionally manufactured and not "home-made" or "owner-built", and prior to being placed thereon, shall be approved as set forth in Article 3.20 herein.
 - (d) Cabanas and porches must be attached directly to the Mobile Home. Travel trailers, campers and boats may be parked or stored on said Lots provided they are near the back of the Lot, parked in such a manner as not to create an unsightly condition, and provided further that they are not

connected to sanitary facilities, water, etc., and used as a permanent or temporary residence or for guest accommodations.

- (e) Any Mobile Home placed on said Lots shall either be set on a permanent concrete footing or shall have skirting placed completely around the base of said unit within six months from the date said Mobile Homes was placed on the Lot. It is the intention of this paragraph to provide for concealment of or to eliminate the space between the Mobile Home and the ground. Further, no tires, stones or other unsightly objects shall be placed on the roof of any Mobile Home.
- (f) With respect to Lots 1, 3 through 7, 10, 11, 13 through 24, 28, 29, 52, 78, 79, 103, 148, 150, 151, 172, 173, 193, 194, 214 and 224 of Meadview Valley Unit 1, Mobile Homes shall be not less than twenty (20) feet in width and shall have not less than width hundred (800) square feet of livable area, and shall not have less than four hundred (400) square feet of covered patio.

3.3 **Permanent Homes and Miscellaneous Structures:**

- (a) All Permanent Homes erected on any Lot shall be of new construction and shall have concrete foundations with either (i) hardwood or concrete flooring; or (ii) carpet or tile applied to a plywood base. Prior to construction, all Permanent Homes must be approved as set forth in Article 3.20 herein. No unpainted metal sidings or roofs will be permitted.
- (b) All Permanent Homes must be completed within twelve (12) months from the commencement of construction.
- (c) No Permanent Homes shall be erected upon any Lot which shall have less than eight hundred (800) square feet of ground floor space including inside storage but exclusive of any portion thereof used for a garage, carport, outside porch, or outside storage.
- (d) Prefabricated, pre-erected or modular homes are specially permitted, provided they are approved as set forth in Article 3.20 herein prior to construction.
- (e) All Miscellaneous Structures shall be of a new construction and shall have concrete foundations and hardwood or concrete flooring, and prior to construction, must be approved set forth in Article 3.20. No Miscellaneous Structures shall be completed within twelve months from the commencement of construction, Prefabricated, pre-erected or modular Miscellaneous Structures are specifically permitted, provided they are approved set forth in Article 3.20 prior to construction.

3.4 **Camping:** No construction shed, basement, garage, tent, or other structure shall be used at any time as a residence, wither temporarily or permanently. No camping shall be permitted at any recreational vehicle upon any Lots for not more than 20 days at any one time nor more than 40 days in any calendar year, provided that said vehicle shall have its own completely self-contained sanitary facilities.

3.5 **Animals:** No animals, birds, fowl, poultry, or livestock, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any Lot and ten only if they are kept, bred, or raised thereon solely as domestic pets and not for commercial purposes. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No Owner or any lessee or guest of an Owner shall permit any dog or other pet to relieve itself on another Owners' Lot. It shall be the responsibility of an Owner to remove immediately any droppings from pets. No dog, cat or other pet shall be permitted to run at large, and each dog, cat or other pet shall be confined entirely to an Owner's Lot except that a

dog, cat or other pet shall be permitted to leave an Owner's Lot if such dog, cat or other pet is at all times kept on a leash not to exceed six (6) feet in length and is under the direct control of the Owner.

- 3.6 **Motor Vehicles:** No automobile, motorcycle, motorbike or other motor vehicle shall be constructed, reconstructed or repaired upon any Lot or street, and no inoperable vehicle may be stored or parked on any Lot or street, so as to be Visible from Neighboring Property or to be visible from any street; provided, however, that the provisions of this Section shall not apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any Improvement approved by the Architectural Committee.
- 3.7 **Height:** No buildings or improvements on any Lot may exceed two stories in height or twenty-five (25) feet above the ground line.
- 3.8 **Nuisance:** No nuisance shall be permitted to exist or operate upon any Lot to be offensive or detrimental to any other property in the vicinity thereof or to its occupant or which shall in any way interfere with the quiet enjoyment of each of the Owners of their respective Lots and residences. Without limiting the generality of the foregoing provisions, no exterior speakers, horns, whistles, bells, or other sound devices, except fire detection and security devices used exclusively for such purposes, shall be located, used, or placed on any property.
- 3.9 **Repair of Buildings:** No building, landscaping or other Improvement upon any Lot shall be permitted to fall into disrepair, and each such building, landscaping or other Improvement shall always be kept in good condition and repair by the Owner thereof.
- 3.10 **Trash Containers and Collection:** Disposal of garbage and refuse shall be the Owner's responsibility. No garbage, rubbish or trash shall be placed or kept on any Lot except in covered containers. In no event shall such containers be maintained to be Visible from Neighboring Property except to make the same available for collection and then only for the shortest time reasonably necessary to affect such collection. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odors shall be permitted to arise therefrom to render any such property or any portion thereof unsanitary, unsightly, offensive, or detrimental to any other property in the vicinity thereof or to its occupants. No incinerators shall be kept or maintained on any Lot.
- 3.11 **Machinery and Equipment:** No machinery or equipment of any kind shall be placed, operated, or maintained upon or adjacent to any Lot except such machinery or equipment as is usual and customary in connection with the use, maintenance or repair of a residence, appurtenant structures, or other Improvements constructed by the Declarant or approved by the Architectural Committee. No washing machine, dryer, refrigerator, freezer, or other appliance, and no machinery or tools which detract from the appearance of the area shall be Visible from Neighboring Property. All clotheslines, woodpiles and storage areas shall be prohibited upon any Lot, unless located in the rear yard, and unless they are erected, placed, or maintained in such a manner as to not be Visible from Neighboring Property.
- 3.12 **Restriction on Further Subdivision:** No Lot shall be further subdivided or separated into smaller lots or parcels by any Owner other than the Declarant, and no portion less than all any such Lot or an undivided interest in all any such Lot shall be conveyed or transferred by any Owner other than the Declarant.

- 3.13 **Signs:** Unless otherwise approved by the Architectural Committee, no signs whatsoever (including, but without limitation, commercial, political, "for sale", "for rent" and similar signs) shall be erected or maintained on any Lot except:
- (a) One residential identification sign with a total face area of two square feet or less.
 - (b) Such signs may be required by legal proceedings.
 - (c) One "for sale" or "for rent" sign with a total face area of two square feet or less; and
 - (d) Any signs approved or installed by the Declarant.
- 3.14 **Declarant's Exemption:** Nothing contained in this Declaration shall be construed to prevent or restrict the erection or maintenance by Declarant, or its duly authorized agents, of structures, Improvements, or signs necessary or convenient to the construction, development, identification or sale of Lots or other property within the Project. Without limiting the generality of the foregoing, the Declarant shall be exempt from the requirements of all architectural control provisions contained herein.
- 3.15 **Mineral Exploration:** No Lot shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, earth, or any earth substance of any kind and no derrick or other equipment designed or intended for any such activity shall be erected, placed, constructed, or maintained on any Lot.
- 3.16 **Diseases and Insects:** No Owner shall permit any thing or condition to exist upon any property which could induce, breed or harbor infectious plant diseases or noxious insects.
- 3.17 **Native Vegetation:** Site grading and clearing of Lots shall in all cases be held to a minimum to preserve the maximum amount of notice desert growth. Where site grading is required, all minor plants, brush and cactus shall be transplanted on the Lot if possible. If transplanting of all minor plants, brush and cactus is not possible, those that are destroyed by grading shall be removed from the premises. All major cactus and all Joshua Trees shall be transplanted on the Lot, and prior to commencing of any site grading, a site plan, including a landscaping and transplanting plan, shall be approved as set forth in Article 3.20 herein.
- 3.18 **Fences:** Fences may be placed upon or near property lines but shall not exceed 5 feet in height, and no fence or other structure shall block or obstruct a utility easement.
- 3.19 **Temporary Occupancy:** No trailer, basement of any incomplete building, tent, shack, garage or barn, and no temporary buildings or structures of any kind shall be used at any time for a residence on any Lot, wither temporary or permanent. Temporary buildings or structures used during the construction of a residence or other structure on a Lot shall be removed immediately after the completion of construction.
- 3.20 **Improvements and Alterations:** No addition, alteration, repair, change or other work which in any way alters the exterior appearance, including but without limitation, the exterior color scheme, of any Lot, or the Improvements located thereon, from their appearance on the date the Lot was conveyed by the Declarant to a Purchaser shall be made or done without the prior written approval of the Architectural Committee.

Any Owner desiring approval of the Architectural Committee for any addition, alteration, repair, change or other work which alters the exterior appearance of his Lot, or the Improvements located thereon, shall submit to the Architectural Committee a written request for approval specifying in detail the nature and extent of the addition, alteration, repair, change or other work which the Owner desires to perform. Owner shall submit plans and specifications showing the nature, kind, shape, height, materials, color, and location of the same including a site plan showing boundary line landscaping and transplanting plans. Owner requesting the approval of the Architectural Committee shall also submit to the Architectural Committee any additional information, plans and specifications which the Architectural Committee shall bear the approval of the City or County, if required by law or ordinance, and shall be sent by certified mail or personal delivery.

If the Architectural Committee fails to approve or disapprove an application for approval within thirty (30) days after the application, together with all supporting information, plans and specifications requested by the Architectural Committee have been received by it, approval will not be required, and this Section will be deemed to have been complied with by the Owner who had requested approval of such plans. The approval by the Architectural Committee of any addition, alteration, repair, change or other work which pursuant to this Section shall not be deemed a waiver of the Architectural Committee's right to withhold approval of any similar addition alteration, repair, change or other work subsequently submitted for approval. Upon receipt of approval from the Architectural Committee as soon as practicable and shall diligently pursue such work so that it is completed as soon as reasonably practicable and within such time as may be prescribed by the Architectural Committee. The Owner who applies shall reimburse the Architectural Committee for any expenses incurred by the Architectural Committee in reviewing said application.

- 3.21 **New Construction:** No buildings, fence, Mobile Home, Permanent Home, Miscellaneous Structure, or grading shall be commenced, erected, maintained, or placed on any Lot at any time unless and until the Architectural Committee has reviewed and approved the nature of the proposed work, structure or grading, and the plans and specifications therefor (including the exterior color scheme). Any Owner submitting a request for Architectural Committee approval pursuant to this Article 3.21 shall comply with the procedures and requirements for Architectural Committee approval set forth in Article 3.20.

ARTICLE 4

EASEMENTS

- 4.1 **Declarant's Easements:** An easement is hereby reserved by the Declarant over the Lots for the purpose of constructing, maintaining, and/or repairing all dwelling units and other Improvements, installing, or maintaining electric lines, telephone lines, water lines, and other public utilities, with the right to assign the easement. The easement herein reserved shall consist of a five-foot strip of land along all side and rear Lot lines.

ARTICLE 5

MAINTENANCE

- 5.1 **Maintenance by Lot Owners:** Each Owner shall be solely responsible for the maintenance, repair and replacement of his Lot, and the residence and all Improvements located thereon (including, but not limited to, the roofs of the residence and other structures situated on his Lot).
- 5.2 **Nonperformance by Owners:** Prior to determining that any restriction contained in this Declaration has been violated by an Owner, the Architectural Committee shall notify the Owner of the nature of the alleged violation and of the Owner's opportunity to be heard at an Architectural Committee meeting regarding the alleged violation and any penalty to be imposed. Said notice shall be delivered to Owner at least fifteen (15) days prior to the hearing. If the Architectural Committee determines that a violation has occurred, it may require the Owner to rectify the violation. Should this matter go before a court and such hearing bring forth an order allowing the Architectural Committee to enter upon the Lot to rectify the violation, the cost of such performance shall be charged to the Lot Owner, and shall be due within five (5) days after receipt of the Architectural Committee's written demand therefore, and may be recovered by the Architectural Committee in an action at law against the Owner, plus reasonable attorney's fees and costs of suit.

ARTICLE 6

INSURANCE

- 6.1 **Insurance Obtained by Owners:** Each Owner shall be responsible for obtaining property insurance for his own benefit and at his own expense covering his Lot, and all Improvements and personal property located thereon. Each Owner shall also be responsible for obtaining at his expense personal liability coverage for death, bodily injury or property damage arising out of the use, ownership, or maintenance of his Lot.

ARTICLE 7

ANNEXATION OF ADDITIONAL LAND

- 7.1 **Right of Annexation:** Declarant hereby expressly reserves the right, until seven (7) years from the date OF recording of this Declaration, (expired on March 2, 1995) ...INTENTIONALLY LEFT OUT. THIS ARTICLE NO LONGER APPLIES.

ARTICLE 8

GENERAL PROVISIONS

- 8.1 **Enforcement:** The Architectural Committee, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, and reservations, now or hereafter imposed by the provisions of this Declaration. Failure by the Architectural Committee or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- 8.2 **Severability:** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

- 8.3 **Duration:** The covenants and restrictions of this Declaration shall run with and bind the Property for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be terminated at any time by the written approval or the affirmative vote of Owners representing not less than 66-2/3% of Lots cast in person or by Proxy at a meeting duly called for such purpose. Any termination of this Declaration shall be evidenced by a Declaration of Termination signed by all approving Owners and recorded with the County Recorder of Mohave County, Arizona.
- 8.4 **Amendment:**
- (a) The Declaration may only be amended by the written approval or the affirmative vote of Owners representing not less than 66-2/3% of Lots, cast in person or by proxy vote at a meeting duly called for such purpose. The percentage of the voting power necessary to amend any specific clause or provision of the Declaration shall not be less than the percentage of affirmative votes prescribed for action to be taken pursuant to that clause.
 - (b) So long as the Declarant owns any Lot, any amendment which would delete or modify any right granted to the Declarant by this Declaration must be approved in writing by the Declarant.
 - (c) Any amendment approved pursuant to Subsection (a) above shall be signed by all the approving Owners. Any such amendment shall be recorded with the County Recorder of Mohave County, Arizona and shall certify that the amendment has been approved as required by this Section.
- 8.5 **Violations and Nuisance:** Every act or omission whereby any provision of this Declaration is violation in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether the relief sought is for negative or affirmative action, by the Declarant, the Architectural Committee, or any Owner.
- 8.6 **Violation of Law:** Any violation of any state, municipal, or local law, ordinance, or regulation, pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of this Declaration and subject to any or all the enforcement procedures set forth herein.
- 8.7 **Remedies:** Each remedy provided herein is cumulative and not exclusive.
- 8.8 **Delivery of Notices and Documents:** Any written notice or other documents relating to or required by this Declaration shall be mailed to the Declarant or the Architectural Committee and may be delivered to an Owner either personally or by mail. Any notice which is mailed shall be deemed to have been delivered twenty-four hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed as follows: If to the Architectural Committee or the Declarant at P.O. Box 217, Meadview, Arizona 86444; if to an Owner, to the address of his Lot. Notwithstanding the foregoing, plans, specifications, and other documents shall not be deemed to have been submitted to the Architectural Committee unless received by said Committee.
- 8.9 **Binding Effect:** By acceptance of a deed or by acquiring any interest in any of the property subject to this Declaration, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees, and assigns, to all the provisions, restrictions, covenants,

conditions, rules, and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the Property and hereby evidences his interest that all the restrictions, condition, covenants, rules, and regulations contained in this Declaration shall run with the land and be binding on all subsequent and future Owners. Declarant, its successors, assigns and grantees, covenants and agrees that the rights created by this Declaration shall not be separated or separately conveyed, and each shall be deemed to be conveyed or encumbered with its respective Lot even though the description in the instrument of conveyance or encumbrance may refer only to the Lot.

- 8.10 **Gender:** The singular, wherever used in this Declaration, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions of this Declaration apply either to corporations or individuals, men, or women, shall in all cases be assumed as though in each case fully expressed.
- 8.11 **Topic Headings:** The marginal or topical headings of the sections contained in this Declaration are for convenience only and do not define, limit, or construe the contents of the sections or this Declaration.
- 8.12 **Interpretation:** In the event of any discrepancies, inconsistencies, or conflicts between the provisions of this Declaration and Architectural Committee Rules, the provisions of this Declaration shall prevail.
- 8.13 **Joint and Several Liability:** In the case of joint ownership of a Lot, the liabilities, and obligations of each of the joint Owners set forth in or imposed by this Declaration, shall be joint and several.
- 8.14 **Attorney's Fees:** In the event the Architectural Committee employs an attorney to enforce any terms of this Declaration or to collect any amounts due from an Owner or to enforce compliance with or recover damages for any violation or noncompliance with the Project Documents, the prevailing party in any such action shall be entitled to recover from the other party its reasonable attorneys' fees incurred in any such action.

IN WITNESS WHEREOF, the undersigned have executed this Declaration on the 2 day of March 1988.