

COPPER CANYON RANCH PROPERTY OWNERS' ASSOCIATION

Gila County, Arizona

COVENANTS, CONDITIONS, AND RESTRICTIONS

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ARTICLE I – DEFINITIONS

1.1 “Association”

Means the Copper Canyon Ranch Property Owners Association.

1.2 “County”

Means Gila County, Arizona.

1.3 “Lot”

Means any parcel of land within the subdivision as shown on the recorded plat.

1.4 “Owner”

Means the record owner of a Lot.

1.5 “Structure”

Means any building, dwelling, shed, barn, garage, or improvement constructed on a Lot.

1.6 “Common Roadways”

Means private roads within the subdivision intended for shared access.

1.7 “CC&Rs”

Means this Declaration of Covenants, Conditions, and Restrictions.

ARTICLE II - ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

2.1 Membership

The Owner of any Parcel shall automatically be a Member of the Association, with full right to vote in the manner set forth for each Parcel owned, and shall remain a Member of the Association until such time his ownership ceases for any reason. Purchase of a Parcel shall constitute the Owner's consent to the acceptance of the duties and responsibilities of membership in the Association.

2.2 Voting of the Membership

Each membership of the Association shall be entitled to **three (3)** *drop to one (1)?* votes for each parcel owned. When more than one person holds an interest in any parcel, all persons must decide on the vote. Only **three (3)** *drop to one (1)?* votes may be cast per parcel.

ARTICLE III – ASSESSMENTS

3.1 Maintenance Assessments, Lien's and Personal Obligation

Each parcel owned within the Property, whether or not so expressed in deed, shall agree to pay to the Association the following:

- Annual Assessments or charges.
- Special Assessments for capital improvements as deemed necessary by the POA Board.

The Association has the right to place a lien on any parcel if assessments are unpaid. The Parcel's owner(s) will be responsible and liable for such assessment and shall there shall be a continuing lien upon such Parcel until the time which each such assessment is satisfied. The owner(s) does hereby acknowledge that a security interest in his Parcel for the performance of the obligation relating to annual interest; costs and reasonable attorney's fees shall also be the personal obligation for the delinquent assessment and shall pass to any Owners and successors in title.

3.2 Purpose of Assessments.

The assessments levied by the Association for the services furnished or secured by the Association hereunder, shall be such amount as may be established by the Association on a semi-annual or annual basis. Such amount so assessed shall be reasonable and shall be based upon the cost of installation, operation, maintenance, repair, and replacement of ~~the~~ roadways, ~~and~~ electrical transmission facilities and for the operation of the Architectural Control Committee

3.3 Special Assessments for Capital Improvements.

In addition to the annual assessments in any assessment year, the Association may levy a special assessment applicable to that year only, or propose to defray, in whole or in part, the cost of any installation, reconstruction, replacement, or repair of the roadways, as prescribed by the Association together with reasonable amounts of working capital as shall be established from time to time by the Association.

3.4 Rate of Annual Assessment.

Annual assessments must be fixed at rates for the Parcels based upon the anticipated annual costs. The rate shall be on an equal basis for each Parcel, regardless of the amount of acreage contained in said Parcel. The Association shall prepare budgets for such annual assessments from time to time, changing them to reflect reasonable assumptions as to anticipated expenses relating thereto. Assessments shall be based upon assumptions based upon the best information available at the time of such assessment, and may be prospective.

3.5 Date of Commencement of Annual Assessments; Due Date.

The current annual assessments can be obtained by talking to any Association board member. Written notice of the annual assessment shall be sent to every Owner at least ten (10) days in advance of the due date of any annual assessment. The Association shall, upon being asked, and for a reasonable charge, furnish a receipt of payment.

3.6 Effect of Nonpayment of Assessments; Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%), compounded annually. In addition, a delinquency service fee of FIVE AND NO/100 DOLLARS (\$5.00) for each month past due shall be assessed. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his Parcel.

3.7 Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of only a first mortgage. Sale or transfer of any Parcel shall not affect the assessment lien. However, the sale or transfer of any Parcel pursuant to the Mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to the payments which become due prior to such sale or transfer, but shall not relieve the Owner from the responsibility to pay same. No sale or transfer shall relieve such Parcel from liability for any assessments from becoming due or from the lien.

3.8 Recorded Lien.

The assessments, whether they be annual assessments or special assessments, shall become a lien against the property. The failure of the owner of a Parcel to pay the assessment when due shall entitle the Homeowner's Association to record a lien against the property at the county recorder's office. This lien shall bear interest at the rate charged by Gila County for the nonpayment of real property taxes. The lien shall also entitle the Homeowner's Association to recover any costs and fees incurred in the collection of the assessment including attorney fees. Upon recording of the lien, the Homeowner's Association may foreclose on the lien using any legal processes permitted by the State of Arizona.

ARTICLE IV – DUTIES OF THE ASSOCIATION

4.1 Duties of the Association

- Enforce and administer through legal action or otherwise, applicable provisions of this Declaration
- Take such acts or actions as are necessary for the betterment of the Property and for the general benefit and welfare of the owners, all in accordance with the purposes of the Association.
- The Association shall maintain and be charged with the responsibility of maintaining the access roadway from the point of its intersection with a governmentally maintained roadway to the subdivision and all interior roadways.
- Grade and maintain the roadways as needed, provide for proper drainage of roadways, install culverts where necessary.
- Submit an annual budget to the owners of Parcels within the Property;
- Submit statements for assessment amounts due.
- Prepare an annual accounting, rents, and other impositions to any assets owned by the Association and under- take any action or proceedings seeking to reduce such taxes, assessments, rents, or other impositions.
- Pay all taxes, assessments, rents, and other impositions to any assets owned by the Association and under- take any action or proceedings seeking to reduce such taxes, assessments, rents, or other impositions.
- Negotiate and enter into and supervise the performance of contracts covering the construction of any improvements or any necessary replacements, repairs, alterations, or protective actions in connection with the roadways.
- Keep books of account and other records of the Association's management; keep vouchers, statements, receipted bills and invoices and all other records covering all collections, disbursements, and other data; to permit the Owners and Members, or any agent or representative thereof, at any reasonable time, to review and inspect such books, records, and accounts relating to the Association's functions.
- Employ and coordinate the services of contractors, management agents, accountants, and other persons necessary or appropriate to carry out the operation and maintenance of the roadways and its function as the Architectural Control Committee.
- Pay all insurance premiums, debts, and other costs of maintenance of the roadways.

ARTICLE V – USE OF LOTS

5.1 Permitted Uses

Lots shall be used for residential, agricultural, and rural purposes consistent with County zoning.

5.2 Prohibited Uses

No lot may be used for any purpose that creates a nuisance, violates County regulations, or is incompatible with the rural character of the subdivision.

5.3 Compliance with Law

All uses must comply with applicable federal, state, and County laws and regulations.

5.4 Dwellings

Each Lot may contain one primary dwelling and any accessory structures permitted through Gila County.

5.5 Residential Purpose

We are a zoned Suburban Ranch District (SR). Dwellings must be used for residential purposes and may not be used for commercial lodging.

ARTICLE VI – ARCHITECTURAL AND STRUCTURAL RESTRICTIONS

6.1 Construction Standards

All structures must be constructed in a safe, workmanlike manner and comply with County, State, and Federal codes.

- No building or structure intended for, or adapted to business purposes, multiple family dwellings, medical facilities, or any dwelling which may be used for the lodging of paying guests, shall be erected, placed, permitted, or maintained on said property.

6.2 Subdivision

No parcel shall be subdivided into lots smaller than two and one half (2-1/2) acres.

6.2 Exterior Appearance

Exterior materials and colors should be compatible with the rural environment and maintained in good condition.

6.3 Setbacks and Easements

All structures must comply with County setback requirements and may not encroach into easements.

6.4 Grading and Excavation

Grading and excavation shall be performed only to the extent necessary to provide a reasonable construction pad for improvements, access driveways, and uses directly incidental to the occupancy of dwelling units within Parcel boundaries. Gila County excavation permits are required.

6.5 Enforcement by the Association

Each Owner shall, according to paragraph 4, maintain his Parcel at his sole cost and expense. In the event the Owner of such Parcel is in violation of the above restrictions, the Association, after proper notification, shall have the absolute right to enter upon such Property and cause the removal of such violation. The owner of such Parcel shall pay to the Association an amount equal to all direct and indirect costs and expenses incurred by its furnishing of such labor and materials within ten (10) days of receipt of notification of such, or be subject to the enforcement by the Association.

ARTICLE VII – EASEMENTS

7.1 Recorded Easements

Lots are subject to recorded easements for utilities, drainage, and access.

7.2 Interference Prohibited

Owners may not obstruct or alter any easement area in a manner that interferes with its intended use.

ARTICLE VIII – WATER, WELLS, AND SEPTIC

8.1 Wells

Individual or shared wells must comply with County and State regulations.

8.2 Septic Systems

Septic systems must be properly maintained in accordance to Gila County Community Development and Health & Community Services, to prevent contamination, odor, or nuisance.

ARTICLE IX – FENCING

9.1 Standards

Fencing must be constructed and maintained in a safe, orderly condition. Fencing must comply with Gila County zoning ordinances. Fences over 6' must have a permit from Gila County.

9.2 Responsibility

Owners are responsible for fencing located on their Lot.

ARTICLE X – SIGNS

10.1 Compliance

Signs must comply with all Association and County regulations.

10.2 Temporary Signs

Temporary real estate or construction signs are permitted.

ARTICLE XI – LIGHTING

11.1 Shielding

Outdoor lighting must be shielded and directed downward to minimize light pollution.

11.2 Lighting

Lighting may not shine onto neighboring Lots in a manner that creates a nuisance.

ARTICLE XII – VEHICLES AND PARKING

12.1 Parking Restrictions

Parking must not obstruct roadways or easements.

12.2 Inoperable Vehicles

The side and rear yard setbacks shall not be used for repair or storage of inoperable motor vehicles or equipment; nor shall there be permitted the repair or storage of more than 1 unregistered, or inoperable motor vehicle within the property boundaries. Only 1 Inoperable or abandoned vehicle can be stored on property, but must be stored out of public view.

ARTICLE XIII – TRASH AND REFUSE

13.1 Storage

Up to five percent (5%) of a Parcel area may be used for unenclosed storage of items necessary for operation and maintenance of the household or other permitted activities, provided that such storage be maintained in a neat and orderly manner. Such storage shall be maintained a minimum of 100 feet from the nearest property line; provided, however, that this distance may be waived by mutual written agreement by adjacent Property owners or if the adjacent Property is shielded by an opaque fence or wall a minimum of six (6) feet *in* height. Nothing in this section shall be construed to restrict the storage of firewood for use by the occupants of the premises.

13.2 Hazardous Materials and Nuisances

No hazardous material shall be used or stored in such a manner as to constitute a fire or explosion hazard or cause to be emitted into the atmosphere smoke, soot, dust, radiations, odors, noise, vibration, heat, glare, or toxic fumes to such extent as to constitute a nuisance, or to such an extent as to cause pollution of the ground water, or in any manner to violate applicable laws. No activities of the homeowner will be permitted which constitute a pollution or violation of Gila County, State, or Federal environmental. No activity may be conducted on a Lot that creates excessive noise, odor, dust, vibration, or other nuisance.

13.3 Trash Removal

No Property Owners shall allow or cause to be allowed within the boundaries of his Property an area for collection or storage of any garbage, trash, rubbish, or refuse of any kind except in a sanitary container. All such material shall be removed by the Owner on a regular basis or destroyed in a manner satisfactory to county regulations.

ARTICLE XIV – ANIMALS AND LIVESTOCK

14.1 Livestock

The keeping of domestic livestock shall be permitted with the following stipulations:

- Owners may keep animals and livestock as permitted through Gila County.
- Buildings for the housing of livestock shall be confined to the rear one-half (1/2) of the Property or shall be located no closer than 100 feet from a front or side street property line or 50 feet from a rear or interior property line.
 - It shall be the responsibility of the livestock owner to ensure that all livestock is kept confined within the Property boundaries.
- The keeping of dangerous, wild, exotic, or non-domestic animals shall be prohibited.
 - All domestic animals shall be kept and maintained in such a manner as to conform with all applicable state and county health requirements and to cause a minimum disruption to neighboring Property Owners in terms of noise, odor, and insect and vermin infestation.
 - No swine shall be permitted.
 - Dogs must be kept within the confines of the property, unless walking on a leash.

ARTICLE XV – ROADS, ACCESS, AND EASEMENTS

15.1 Road Use

All Owners shall have a non-exclusive right to use the private roads within the subdivision.

15.2 Driveway Maintenance

Each Owner is responsible for maintaining the portion of any driveway or access route located on their Lot.

15.3 Road Maintenance by Association

The Association may maintain, repair, or improve private roads serving multiple Lots.

15.4 Access Easements

Recorded access easements shall be honored by all Owners.

15.5 Emergency Access

Driveways must allow safe access for emergency vehicles and comply with County standards.

15.6 Damage Responsibility

Any Owner, contractor, or guest who damages a private road or easement is responsible for repair costs.

ARTICLE XVI – UTILITIES AND INFRASTRUCTURE

16.1 Utility Easements

All Lots are subject to recorded easements for installation, maintenance, repair, and replacement of utilities.

16.2 Utility Connections

Owners must ensure all utility connections comply with applicable laws and are installed by qualified professionals.

16.3 Shared Infrastructure

Where utility systems serve multiple Lots, all benefiting Owners share responsibility for maintenance and repair.

16.4 Damage to Utilities

Any Owner, contractor, or guest who damages a utility system is responsible for repair costs.

ARTICLE XVII – CONSTRUCTION AND IMPROVEMENTS

17.1 Compliance

All construction must comply with County building codes and zoning regulations.

17.2 Standards

Improvements must be constructed in a safe, workmanlike manner using materials appropriate for the rural environment.

17.3 Site Maintenance

Construction sites must be kept orderly, with debris removed regularly.

17.4 Completion

Construction must be completed within a reasonable time, and disturbed areas restored.

ARTICLE XVIII – MAINTENANCE OF LOTS AND IMPROVEMENTS

18.1 Owner Responsibility

Owners must maintain their Lots and Structures in good, safe, and sanitary condition.

18.2 Vegetation

Vegetation must be maintained to reduce fire risk and comply with County regulations.

18.3 Repairs

Owners must promptly repair any damage to Structures or improvements.

18.4 Nuisance Prevention

Lots must be kept free of excessive trash, debris, or nuisance conditions.

ARTICLE XIX – ENFORCEMENT

19.1 Compliance Required

All Owners, occupants, and guests must comply with these CC&Rs.

19.2 Right to Enforce

The Association and any Owner may enforce these CC&Rs through lawful means.

19.3 Costs of Enforcement

Violating Owners may be held responsible for enforcement costs, including attorney fees.

19.4 Remedies Cumulative

Remedies are cumulative and do not limit other legal rights.

ARTICLE XX – GENERAL PROVISIONS

19.1 Severability

If any provision of these CC&Rs is found invalid, the remainder remains enforceable.

19.2 Amendments

These CC&Rs may be amended as permitted by Arizona law and the governing documents of the Association.

19.3 Duration

These CC&Rs run with the land and remain in effect unless lawfully amended or terminated.

19.4 Interpretation

These CC&Rs shall be interpreted to promote the rural character, safety, and orderly development of the subdivision.