

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR KOFA CREST

This **Declaration of Covenants, Conditions, and Restrictions** (the “Declaration”) is made this 20 day of October **2025**, by **LandArizona JAK LLC** (“Declarant”), with respect to certain real property situated in the County of **La Paz**, State of **Arizona**, legally described in **Exhibit “A”** attached hereto and incorporated herein by this reference (the “Property”).

Declarant hereby declares that the Property shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions, and easements, which shall run with the land, bind all Owners and their successors and assigns, and inure to the benefit of all Owners of property within the KOFA CREST development.

ARTICLE I

PURPOSE AND INTENT

The purpose of this Declaration is to establish a uniform plan for the development, maintenance, and use of private acreage parcels designed for high-quality recreational vehicle (RV) and residential use; to preserve the natural beauty and open character of the area; to promote compatibility of design; and to ensure the long-term enjoyment, value, and integrity of KOFA CREST.

ARTICLE II

DEFINITIONS

Section 2.1. “Declarant.”

“Declarant” means **LandArizona JAK LLC**, its successors, and assigns until such time as Declarant relinquishes its rights herein by written instrument recorded in the Official Records.

Section 2.2. “Owner.”

“Owner” means the record owner, whether one or more persons or entities, of a fee simple title to any Parcel within KOFA CREST.

Section 2.3. “Parcel.”

“Parcel” means any parcel of land within the real property described in Exhibit A shown on County Assessor records APN 302-56-003, excluding streets, easements, or common areas.

Section 2.4. “Development.”

“Development” means the real property described in Exhibit “A” and any additions or re-subdivisions thereof subject to this Declaration.

Section 2.5. “Architectural Review Committee” or “ARC.”

“ARC” means the committee established by the Declarant or Property Owners’ Association to review proposed improvements, modifications, or structures within KOFA CREST.

ARTICLE III

USE RESTRICTIONS AND PROPERTY STANDARDS

Section 3.1. Use of Property.

Each Lot shall be used for private residential and recreational purposes only, including the parking and use of luxury motor coaches or recreational vehicles, together with related accessory structures, improvements, and landscaping. No Lot shall be used for commercial or industrial purposes, except as expressly approved by Declarant or the ARC.

Section 3.2. Maintenance of Landscaping Easements.

Each Owner shall maintain in a neat, clean, and healthy condition all landscaping and vegetation located within any designated landscaping easement area situated on their Lot. Maintenance shall include irrigation, pruning, weed control, and replacement of dead or unsightly vegetation, so as to maintain a consistent and attractive community appearance.

Section 3.3. Lighting Restrictions.

Exterior lighting shall be shielded and directed downward to prevent glare or light trespass. No bright or unshielded lighting shall remain illuminated throughout the night. Security lighting shall be motion-activated or dimmed, consistent with dark-sky standards.

Section 3.4. Noise Restrictions.

No continuous, excessive, or recurrent noise shall be permitted which disturbs the quiet enjoyment of neighboring properties, including but not limited to noise from generators, mechanical equipment, or amplified sound. Quiet hours shall be observed between **9:00 P.M. and 8:00 A.M.**

Section 3.5. Animals.

No horses, livestock, poultry, or farm animals shall be kept or maintained on any Lot. Domestic pets are permitted provided they are not bred or maintained for commercial purposes and do not constitute a nuisance. Chickens (female) kept for personal consumption of eggs and/or food is excepted from this rule.

Section 3.6. Compliance with Laws.

All use, construction, and development on any Lot shall conform to applicable county zoning ordinances and building regulations. In the event of conflict between these restrictions and county ordinances, the more restrictive shall control.

Section 3.7. Heavy Equipment and Commercial Vehicle Storage.

No heavy equipment, construction machinery, or commercial vehicles exceeding ten thousand (10,000) pounds gross vehicle weight shall be stored on any Lot except during active construction approved by Declarant or the ARC.

Section 3.8. Abandoned or Inoperable Vehicles.

No abandoned, inoperable, or unregistered vehicles shall be kept on any Lot unless fully enclosed within a garage or screened structure so as not to be visible from adjoining Lots or public areas.

Section 3.9. Screening of Materials and Debris.

All stored materials, equipment, household goods, or debris shall be kept from public view. Junk, building remnants, or unused items shall be stored within an enclosed or screened area to preserve community appearance.

Section 3.10. Fencing and View Preservation.

No fence or wall shall be constructed along property boundaries which materially obstructs the views from neighboring Lots. All proposed fencing shall be submitted to and approved by the ARC prior to construction.

Section 3.11. Shipping Containers.

No shipping or cargo container shall be placed upon any Lot without prior written consent of all adjoining property Owners and approval by the Declarant or ARC. Any approved container shall be properly screened and maintained in good repair.

Section 3.12. General Aesthetic Standards.

The ARC shall have authority to require that all improvements, additions, and modifications maintain harmony with surrounding properties and uphold the overall aesthetic quality and value of KOFA CREST.

ARTICLE IV

COMMON AREAS AND EASEMENTS

Section 4.1. Common Area Maintenance.

All common areas and landscape easements shall be maintained as described in the recorded plat or by such association or management entity as Declarant may establish.

Section 4.2. Easement Rights.

Declarant reserves easements for utilities, drainage, access, and landscaping maintenance as shown on the recorded plat and as may be necessary for community infrastructure.

ARTICLE V

ARCHITECTURAL REVIEW COMMITTEE

Section 5.1. Establishment.

Declarant hereby establishes an Architectural Review Committee (“ARC”) to administer and enforce design, architectural, and aesthetic standards within KOFA CREST.

Section 5.2. Membership.

The ARC shall consist of not fewer than three (3) members appointed by the Declarant. Upon conveyance of seventy-five percent (75%) of the Development, the authority to appoint members may be transferred to the Property Owners’ Association, if established.

Section 5.3. Submission and Review.

Prior to the commencement of any construction, installation, or exterior modification, an Owner shall submit to the ARC a written application with site plans, elevations, material specifications, and, if applicable, neighboring Owner consent. The ARC shall approve, deny, or conditionally approve such applications within thirty (30) days. Failure to respond within said period shall constitute a denial.

Section 5.4. Standards.

The ARC shall review each submission for aesthetic harmony, impact on neighboring views, and consistency with community standards.

Section 5.5. Appeals.

An Owner may appeal any denial to the Declarant, or to the Board of the Property Owners’ Association if applicable, whose decision shall be final and binding.

ARTICLE VI

ENFORCEMENT AND PENALTIES

Section 6.1. Enforcement Authority.

These covenants may be enforced by the Declarant, ARC, or any Owner through legal or equitable proceedings. Non-enforcement shall not constitute a waiver of future rights.

Section 6.2. Notice of Violation.

A written notice describing the violation and corrective action required shall be provided to the Owner, allowing not less than fifteen (15) nor more than thirty (30) days to cure the violation.

Section 6.3. Penalties.

(a) Fines may be imposed up to One Hundred Dollars (\$100.00) per day until the violation is corrected, not to exceed Five Thousand Dollars (\$5,000.00) for any single continuing violation.

(b) If the Owner fails to comply, the Declarant or its agent may enter the Lot during reasonable daylight hours to correct the violation, and all associated costs plus a ten percent (10%) administrative fee shall constitute a lien upon the Lot.

(c) The prevailing party in any enforcement action shall be entitled to recover attorney's fees, costs, and expenses.

Section 6.4. Cumulative Remedies.

Remedies provided herein are cumulative and not exclusive.

Section 6.5. Severability.

If any provision of this Declaration is deemed invalid, the remaining provisions shall remain in full force and effect.

ARTICLE VII

AMENDMENT AND MODIFICATION

Section 7.1. Authority to Amend.

(a) *Declarant's Right.* Until conveyance of seventy-five percent (75%) of the Development, Declarant may unilaterally amend this Declaration to correct errors, comply with governmental requirements, clarify intent, or further the orderly development of KOFA CREST, provided such amendment does not materially and adversely affect the rights of any Owner. Amendments shall be effective upon recordation in the Official Records of **La Paz County, Arizona**.

(b) *Owner-Initiated Amendments.* After conveyance of seventy-five percent (75%) of the Development, this Declaration may be amended only by written instrument executed by Owners representing not less than sixty-seven percent (67%) of the Development, and recorded in the Official Records.

(c) *Governmental Approval.* Amendments affecting public or utility easements shall not be effective without required governmental approval.

Section 7.2. Effect of Amendments.

All recorded amendments shall be binding upon all Owners and their successors as if originally included herein.

Section 7.3. Declarant's Interpretation.

Until Declarant's rights expire, Declarant shall retain the exclusive right to interpret this Declaration. Such interpretation shall be final and binding unless shown to be arbitrary or capricious.

Section 7.4. Severability of Amendments.

Invalidation of any amendment shall not affect the validity of remaining provisions.

IN WITNESS WHEREOF, Declarant has executed this Declaration on the date first above written.

DECLARANT:

LANDARIZONA JAK LLC

By: _____
James Kunisch

Its: Manager

STATE OF [STATE]
COUNTY OF [COUNTY]

On this ____ day of _____, **20**, before me, a Notary Public, personally appeared _____, known to me to be the person who executed the foregoing instrument, and acknowledged that they executed the same for the purposes therein contained.

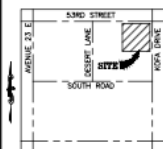
IN WITNESS WHEREOF, I hereunto set my hand and official seal.
(Notarial Seal)

Notary Public
My Commission Expires: _____

EXHIBIT “A”

LEGAL DESCRIPTION OF PROPERTY

The Northeast Quarter of the Northeast Quarter of Section 29, Township 3 North, Range 19 West, Gila and Salt River Meridian, La Paz County, Arizona, with current APN 302-56-003, as recorded in **La Paz County, Arizona**,



VICINITY MAP
SECTION 29, T.3N., R.19W.
NOT TO SCALE

SITE INFORMATION:
CLIENT:
LANDARIZON-JMK LLC
20884 53RD STREET
QUARTZITE, AZ 85259

APN: 302-56-003
ADDRESS: 20884 53RD STREET
QUARTZITE, AZ 85259
GROSS AREA: 10.00 AC.

BASIS OF BEARING:
THE BEARING LIES ON THE EAST LINE OF SECTION 29, BEARING 330°02'48"E (R)

LEGEND:
--- ADJACENT LOT LINES
--- BOUNDARY LINE
--- CENTER LINE
--- EASEMENTS
--- RIGHT OF WAY
--- SECTION LINE
[Symbol] HUB MARKER

LEGAL DESCRIPTION:
LOCAL DOCUMENT 2018-03982

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 3 NORTH, RANGE 19 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LA PAZ COUNTY, ARIZONA, EXCEPT THE NORTH 33 FEET.

40 ACRE SITE

CONCEPTIONAL SITE PLAN

LOCATION:
APN 302-56-003,
PART OF THE NE 1/4 OF SECTION 29,
TOWNSHIP 3 NORTH, RANGE 19 WEST,
GILA AND SALT RIVER MERIDIAN,
LA PAZ COUNTY, ARIZONA

LEMMIE ASSOCIATES AZ
8607 N. 69th Ave., #B-4
GLENDALE, ARIZONA 85302
602-841-6904 Lemmieaz.com
LAND SURVEYING & CONSTRUCTION LAYOUT

STATUS:
DRAWN BY: RB
DATE: 6-24-2023
SHEET: 1 OF 1
P.L.: 23-735

NOTE: THIS MAP OR PLAN IS PART OF A SET. IT IS NOT TO BE USED, EITHER SEPARATELY OR IN COMBINATION, FOR ANY PURPOSES OTHER THAN THAT FOR WHICH IT WAS PREPARED. IT IS THE RESPONSIBILITY OF THE USER TO OBTAIN ALL NECESSARY INFORMATION AND TO CONSULT ALL APPLICABLE LAWS, ORDINANCES, AND REGULATIONS. THE USER ASSUMES ALL LIABILITY FOR ANY ERRORS OR OMISSIONS. THIS MAP OR PLAN IS PROVIDED AS A CONCEPTUAL SITE PLAN AND IS NOT A FINAL DESIGN. IT IS NOT TO BE USED FOR CONSTRUCTION, UNLESS STAMPED BY A PROFESSIONAL ENGINEER OR ARCHITECT.

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