

PROPOSED DofRs

Articles pertaining to By Laws in the DofRs have been removed and placed into By Laws
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**ALPINE HEIGHTS
HOMEOWNERS ASSOCIATION
DECLARATION OF RESTRICTIONS**

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ALPINE HEIGHTS HOMEOWNERS ASSOCIATION
DECLARATION OF RESTRICTIONS (DofRs)

Alpine Heights: A subdivision in Gila County, in the Incorporated Town of Payson, Arizona. Lots 1A & 1B-257 Alpine Heights on Map 559, Records of the County Recorder of Gila County, Arizona.

The Members of the Association hereby declare that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the properties, and be binding on all parties having any rights, title, or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

Each member shall have such other rights, duties and obligations as set forth in this DofRs, as same may be amended from time to time. Members shall provide an up-to-date mailing address, phone number and email address to the Board. Members may will receive official notifications by email from the Board if an up-to-date email address is provided. ~~and member provides written authorization to receive notifications by email.~~ Owners are obligated to inform the Association in writing of any change in their mailing address, phone number and email address.

Architectural buildings and changes completed before the date of recording of these Declaration of Restrictions (DofR's) are considered exempt from the restrictions in this Declaration of Restrictions.

ARTICLE I
DEFINITIONS

The Unified Development Code of the Payson, AZ. Code of Ordinances shall be the source for all definitions regarding any improvement on any lot.

A. "Architectural Committee" shall mean the committee created pursuant to ARTICLE VII ~~III~~ hereof;

B. "Architectural Property Rules" shall mean the rules adopted by the Architectural Committee and approved by the Board, which may be amended from time to time;

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~~Assessments” shall mean any monetary item including, but not limited to, annual dues, or recovery of monies for violation or enforcement of covenants and restrictions which has been issued by the Board, according to the Declaration of Restrictions (DofR’s);~~

- C. “Association” shall mean and refer to Alpine Heights Homeowners Association, an Arizona non-profit corporation, its successors and or its’ assigns;
- D. “Board” shall mean the Board of Directors of the Association;

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~~“Dues” shall mean the annual assessment payable on each lot.~~

- E. “Improvements” shall mean, but not exclusively, any driveway, excavation, buildings, garage, parking areas, fences, walls, and all structures of any kind;
- F. “Front Yard” shall mean any property extending beyond the front of the house;
- G. “Lot” shall mean any parcel of real property designated as a lot on any recorded subdivision map within the properties. A lot shall be deemed “Improved” when a Single-Family Residence has been completely constructed thereon. Multi-family units, multiple single-family houses or through roads to access another lot are not permitted. All other lots shall be deemed “Unimproved” lots.

H. “Member(s)”

Every Owner of a lot which is subject to assessment (annual dues) shall be a member of the Association. Membership may not be separated from ownership of any lot which is subject to assessment. Membership in this Association shall be limited solely to those individuals owning one (1) or more residential lots within the above described property.

- I. “Owner(s)” shall mean and refer to the owner of record, whether one or more persons or entities, of equitable or beneficial title (or legal title if same has merged) of any lot. “Owner” shall include the purchaser of a lot under an executor or executrix contract for the sale of real property. The foregoing does not include persons or entities who hold an interest in any lot merely as security for the performance of an obligation, or lessees of any Owner;

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~~“Qualified Voters” shall mean those Owners who are not delinquent in paying annual dues over thirty (30) days from October 1st due date and/or those Owners whose right to vote has not been repealed per Article VI, Section 2, paragraph B;~~

- J. “Properties” shall mean and refer to all real property described within Alpine Heights subdivision;
- K. “Single-Family” shall mean the **occupancy** or use of a residence by a single family;
- L. “Structure” shall mean, but is not limited to, any accessory, attachment, awning, balcony, deck, equipment, garage, fence, six (6) feet or higher, pool or spa, residence, screen, or utility of any kind built on a lot.
- M. “Vehicle” shall mean any type of car, truck, RV, boat, trailer, camper or ~~camper shell~~ or anything with wheels.

All new construction, improvements and alterations to any home and property must follow the Town of Payson Unified Development Codes and must be approved by the Alpine Heights Architectural Committee pursuant to the DofRs and any amendments thereto.

ARTICLE II

LAND USE CLASSIFICATIONS, PERMITTED USES AND RESTRICTIONS

Section 1 Permitted Uses and Restrictions

The permitted uses, easements, and restrictions for the properties covered by this Dof R’s, shall be as follows:

A. SINGLE-FAMILY RESIDENTIAL USE. All lots shall be used, improved, and devoted exclusively to single family residential use.

- 1. All buildings and structures erected on the lots shall be of new construction and site-built. No dwellings shall be moved from any location onto any lot. All new homes and accessory buildings and additions shall have pitched roof with overhanging eaves consistent with existing homes. Roofing materials shall be tile, asphalt, fiberglass composition, or colored metal. Roofing color must not be bright or reflective. House and trim colors ~~must be earth tones~~ **should be earth tones as approved by the Architectural**

Review Committee. Mobile homes, prefab homes or trailers of any type are not permitted.

2. ~~Effective after the date of recording of this DofRs,~~ All dwellings or residences constructed or erected on the properties **after (11/17/2020)** shall contain a minimum livable area of 1,500 square feet. All square footage requirements shall be exclusive of garages.

3. New residential dwellings will be limited to a height of thirty five (35) feet above grade level, per the Town of Payson Unified Development Code.

4. Each existing dwelling shall not be altered to eliminate any garage for conversion to livable area or storage unless the square footage of the new garage is a minimum of 250 square feet and matches the existing style of the home.

5. In the case of dwelling units, the following building set-back limitations shall be observed. Any exceptions to these set-backs must be approved by the Town of Payson, the Architectural Committee, and the Board. Distance measured from property lines are:

- (A) Twenty (20) feet from the front
- (B) Twenty (20) feet from the rear
- (C) Seven (7) feet from interior sides
- (D) Fifteen (15) feet from the street side yards for corner lots
- (E) Accessory buildings' specifications are defined in item D below of this same section

B. ANIMALS. No animals shall be permitted in excess of the Payson Town Code of Ordinances.

- 1. No animals shall be kept, permitted or maintained on any lot for commercial purposes;
- 2. No farm animals are permitted; and
- 3. No animals shall be permitted to make an unreasonable amount of noise or create a nuisance. All dogs shall be kept on a leash as indicated by the Town of Payson Code of Ordinances. All animals must comply with the Town of Payson Code of Ordinances. An Owner with a "Public Nuisance" animal will be subject to compliance under the terms of said Ordinance.

C. ARCHITECTURAL REVIEW. Except as otherwise expressly provided in the D of R's or in the Architectural Property Rules, no outside improvements, (moving walls, additions, etc.), that change the existing appearance, including

color, as determined by the Architectural Committee, may be made to any structure or lot without prior written approval of the Architectural Committee.

D. ACCESSORY BUILDINGS, WATER STORAGE, ALTERNATIVE ENERGY AND FENCING. No more than one (1) accessory structure, as defined by the Town of Payson Code of Ordinances is permitted per lot, and any such structure shall not exceed two hundred (200) square feet. Square footage of all structures on the lot shall not exceed forty (40) % of the area of the lot, excluding green belt. Accessory structures must be located to the rear of the home, and not closer than three (3) feet from any property line. No accessory structure shall exceed a height of fifteen (15) feet. Such structures must be approved by the Architectural Committee and shall be in compliance with the Town of Payson Unified Development Building Codes and permit requirements. Roofing and siding must be compatible with the home. Canvas, metal or any non-wood structures are not permitted. All utilities to structures must be underground.

1. Storage Tanks for harvesting of water must be screened from view, ~~not unsightly~~, and must be approved by the Architectural Committee. Such tanks must be to the rear of the home.
2. Alternative Energy Devices, including solar panels, must be approved by the Architectural Committee prior to installation.
3. All Fencing must be approved by the Architectural Committee and be in compliance with the Town of Payson Code of Ordinances. Maximum height of fencing is three (3) feet within the twenty (20) foot front set-back, and six (6) feet thereafter. No chain-link fencing is permitted within the twenty (20) foot front set-back. Wooden fences must match house style and/or be painted to match house.
4. Antennas must be thirty-eight (38) inch diameter or less, and not more than five (5) ft. over the roof line. Owners with Federal Communications Commission (FCC) amateur radio licenses are exempt from this height limitation.

E. GREENBELTS. Greenbelts are part of the private property of each lot owner that is subject to the greenbelt easement designation. Greenbelts are not common subdivision property. There is one (1) greenbelt in the Subdivision, which is a total of 3,980 feet long. It is fifty (50) to one hundred (100) feet wide (plus or minus) and is owned by each hillside lot owner if their lot is subject to this greenbelt designation. See Plat Map (attached)

1. Maintenance: Greenbelts must be maintained in a Firewise condition per Article II, item G, of this same section below. The maintenance of the greenbelt is the responsibility of the Owner.
2. No Structures, open or enclosed, may be constructed within the designated greenbelt area, with the exception of fences. Any fence constructed within an individual Owner's greenbelt area is subject to conformance with Town of Payson Code of Ordinances and requires Architectural Committee approval prior to construction.

F. VEHICLES/TRAILERS.

1. No commercial trailers, trucks, semi-trucks, or commercially-licensed vehicles, other than those temporarily on business up to three (3) days, may be parked on the property or street. No overnight parking of such vehicles shall be permitted.
2. A vehicle of any type, not garaged, that is not currently registered or is inoperable may not be stored or kept on any lot for longer than twenty-four (24) hours. Such vehicles shall be considered a nuisance as defined by the Town of Payson Code of Ordinances.
3. No vehicle ~~shall~~ **should** be parked on any street for over twenty-four (24) hours.
4. ~~RVs not garaged shall be parked to the side or back of the house,~~ **Boats, Trailers & Campers not garaged should be parked as far as possible away from the street.**
5. An RV may be parked on the street for up to seventy-two (72) hours for loading or unloading only.
6. RVs shall not be used as a dwelling, even on a temporary basis.
7. No vehicle, or any type of trailer, may be parked or located so as to obstruct the view from the driveway of another lot where it meets the road (per Town of Payson Unified Development Code). Lot owners should be considerate of their neighbors when parking vehicles.
8. No vehicle ~~can~~ **should** be parked in any area of the front yard not designated as a driveway.
9. No vehicle may be placed on blocks, jack stands, etc., for more than seventy-two (72) hours.

~~Owners will have four (4) months from the date of filing of these DofRs, to comply with vehicle parking restrictions.~~

G. MAINTENANCE OF PROPERTY AND VEGETATION, DISEASED PLANTS AND INSECTS. Each Owner shall keep his/her lot free of trash, building material scraps, and other unsightly materials. No trees shall be cut down, destroyed or moved from a lot except as permitted by Town of Payson

Code of Ordinances. All trees shall be kept free of mistletoe. All lots shall be maintained so as not to pose a fire hazard from brush, trees, or undergrowth, as determined by the Board. Failure of the Owner to comply will result in action by the Board per Article VI herein. In the event any lot is not maintained and presents a public or private nuisance, hazard, or health problem, the Board will contact the Owner, in writing, stating the violations and listing corrective measures to be taken by the Owner. If corrective action is not taken within thirty (30) days of the initial written notice, the Board may cause corrective action to be taken and the cost thereof shall be added to and become a part of the assessment to which the offending Owner and Owner's lot is subject. Such cost shall be secured by an assessment lien as provided herein.

H. MINERAL EXPLORATION. No part of the properties shall be used in any manner to explore for or to remove any water, oil, or other hydrocarbons or minerals of any kind.

I. MACHINERY AND EQUIPMENT. No machinery or equipment of any kind shall be placed, operated or maintained outside of a structure, upon or adjacent to any of the ~~properties~~ **property**. ~~Except such~~ Machinery or equipment as is usual and customary in connection with the use, maintenance or construction of a residence, accessory structure, or other improvements **is permitted**.

J. NUISANCES. No rubbish or debris of any kind or vehicles in disrepair or unlicensed shall be placed or permitted to accumulate upon or adjacent to any lot so as to create a nuisance or render any such property or activity thereon unsanitary, unsightly, dangerous or offensive. Without limiting the generality of any of the foregoing provisions, no offensive whistles, bells, lighting or other offensive sound devices, except security devices used exclusively for security purposes, shall be used on any lot. All appliances (water heaters, washers and dryers, etc.) shall be contained in an enclosed structure. All building materials, landscaping materials, and/or the accumulation of said materials shall be contained in an enclosed structure or kept at the back of the property hidden from sight.

K. SIGNS. The number of political signs per lot is restricted per Town of Payson Code. Signs can be posted not more than sixty (60) days before an election date and must be removed within seven (7) days after the election date. "For Sale" real estate signs may remain in place as long as the home is for sale. Only one (1) such sign is permitted per lot. Only one (1) "For Rent or Lease" sign is permitted and must be removed immediately upon actual rental.

L. REPAIR OF BUILDINGS. No building or structure upon any lot shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished. House and roof colors shall be earth tones in nature.

M. TRASH CONTAINERS AND COLLECTION. The weekly storage, collection, disposal and removal of all household refuse, debris, garbage and trash must be arranged with an established service that is permitted to charge a fee as recommended by the State or County Health Agent. No garbage or trash shall be placed or kept on any lot except in covered containers. ~~and shall be screened from public view.~~ No trash trailers shall remain on any lot in excess of forty-eight (48) hours with the exception of new construction or remodeling.

N. NO BUSINESS USES. No trade or business of any kind may be conducted in or from any lot, except that an Owner may conduct a business activity within a dwelling so long as the existence or operation of the business:

1. Is not apparent or detectable by sight, sound or smell from the exterior of the property
2. Is consistent with the residential character of the properties; and
3. Does not constitute a nuisance, or a hazardous or offensive use including, without limitation, excessive or unusual traffic or parking of vehicles in the vicinity of any lot as may be determined by the discretion of the Board.

O. LEASES. Owners ~~shall have the right to~~ **may** lease/rent their residences to only one (1) single-family. Leases or rentals shall be for a period of at least six (6) months. Options to terminate or shorten leases to less than six months are not permitted. VRBOs, Airbnbs and such are not permitted. Agreements to sub-lease are not permitted. Leases must be in writing and ~~must~~ require lessee or tenant to comply with ~~the property rules,~~ the Declaration of Restrictions, ~~Articles,~~ and **other** provisions of the Association. Owner shall be responsible for lessee's compliance with the ~~Rules,~~ Declaration of Restrictions, Articles, provisions and other provisions of the Association. ~~and damages cause by lessee, together with assessments, fines, penalties dues or other charges payable.~~ Damages caused by lessee, together with assessments, fines, penalties, dues or other charges **payable. are payable by the Owner.** Owners will advise the Board of the mailing address, e-mail address, telephone number and names of tenants when a property has been leased/rented.

P. FIRES. No open fires shall be ~~lighted or~~ permitted on the properties, except in a contained unit commercially designed for that purpose, used in compliance with design standards, and well-attended. All fireplaces, chimneys and outlets from

stove and heating appliances must be screened or capped, and must comply with local fire conditions and no-burn days.

Q. No guns or firearms, including BB guns and air rifles, may be discharged within the properties.

ARTICLE III ARCHITECTURAL PROPERTY RULES

Section 1. Organization, Power of Appointment, and Removal of Members

There shall be an Architectural Committee, organized as follows:

A. Committee Composition. The Architectural Committee may consist of no more than three (3) persons appointed by the Board. The Board will search out and recruit members with architectural or building experience to assume the responsibilities of this committee. A member need not be, but may be, a member of the Board or an Officer of the Association.

B. Appointment and Removal. The right to appoint and remove all members of the Architectural Committee at any time shall be and is hereby vested solely in the Board. The Board may remove a member or members for any reason at all.

C. Vacancies. Vacancies on the Architectural Committee, however caused, shall be filled by the Board. ~~A vacancy or vacancies shall be deemed to exist in the case of death, resignation or removal of any regular or alternate member.~~

Section 2. Duties.

It shall be the duty of the Architectural Committee to consider and act upon any and all proposals or plans submitted to it pursuant to the terms hereof, to adopt Architectural Property Rules (Article VII, Section 4 below) to perform other duties delegated to it by the Board, and to carry out all other duties imposed upon it by the DofRs. The Architectural Committee shall exercise its best judgment in order that all dwelling units, attachments, improvements, construction and alteration to structures on lands located within the properties conform to and harmonize with the existing surroundings and structure. Decisions of the Architectural Committee may be appealed to the Board. The decisions of the Board are final.

Section 3. Meetings.

The Architectural Committee may meet from time to time as necessary to perform its duties hereunder. The vote or written consent of a majority of the regular Architectural Committee members, at a meeting or otherwise, shall constitute the act of the Architectural Committee. The Architectural Committee shall keep and maintain a written record of all actions taken by it at each meeting or otherwise.

Section 4. Architectural Property Rules.

The Architectural Committee may, from time to time, adopt, amend, and repeal by vote or written consent, rules and regulations to be known as “Architectural Property Rules.” Said Architectural Property Rules must also be approved by a majority of the Board.

Section 5. Waiver.

The approval by the Architectural Committee of any plans, drawings, or specifications for any work done or proposed, or for any other matter requiring the approval of the Architectural Committee, shall not be deemed to constitute a waiver of any right of the Architectural Committee to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for approval.

Section 6. Liability.

Neither the Architectural Committee nor any member thereof shall be liable to the Association, any Owner, or to any other party, for any damage, loss, or prejudice suffered or claimed as the result of:

- A. The approval or disapproval of any plans, drawings or specifications, whether or not effective;
- B. The construction or performance of any work, whether or not pursuant to approval of plans, drawings, and specifications;
- C. The development of any property within the properties;
- D. The execution and filing of any estopped certificate, whether or not the facts therein are correct, unless the Architectural Committee or any members thereof committed willful or intentional misconduct without and in any way limiting the generality of any of the foregoing provisions of this Section 6;

E. The Architectural Committee, or any member thereof, may, but is not required to, consult with or hear the views of the Association or any owner with respect to any plans, drawings, specifications or any other proposal submitted to the Architectural Committee.

Section 7. Time for Approval.

In the event the Architectural Committee fails to approve or disapprove any plans, drawings, or specifications for any work proposed within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE IV GENERAL PROVISIONS

Section I. Enforcement.

The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, reservations, liens and charges now or thereafter imposed by the provisions of this DofRs. Failure by the Association 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.

Section 2. Severability.

Invalidation of any of these DofRs by judgment or court order shall not affect any other provisions, which shall remain in full force and effect.

Section 3. Amendments.

The covenants and restrictions of this DofRs shall run with and bind the land and shall inure to the benefit of and be enforced by the Association or the owner of any lot subject to this DofRs, their respective legal representative, heirs, successors and assigns, for a term of five (5) years from the date this DofRs is recorded, after which time they shall be automatically extended for successive periods of five (5) years each, unless by a majority of the qualified votes of the owners of the lots voting in said Alpine Heights it is agreed to change said covenants in whole or in part. Any amendments approved as required above, will be acknowledged in writing by the Association President and Secretary, certifying each amendment prior to the recording of such with the Gila County Recorder.

Section 4. Violations and Nuisance.

Every act or omission whereby any provision of this DofRs is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by the Association or any Owner or Owners of lots within the properties. However, any other provision to the contrary notwithstanding, the Association, the Board, or the duly authorized agents of any of them, may enforce by self-help any of the provisions of the DofRs. A violation of these restrictions and covenants, or any one of them, shall not affect the lien of any first mortgage or deed of trust now of record, or which hereafter may be recorded, upon said lots or any part thereof.

Section 5. Violation of Law.

Any violation of any State, Municipal, County or local law, ordinance, or regulation, pertaining to the ownership, occupation or use of any property within the properties is hereby declared to be a violation of this DofRs and subject to any and all of the enforcement procedures set forth or to be set forth herein or in the Architectural Property Rules.

Counsel review and email notification provision needed

Section 6. Delivery of Notices and Documents.

Any written notice or other documents relating to or required by this DofRs or the Architectural Property Rules may be deemed delivered seventy-two (72) hours after a copy of the same has been deposited in the United States Postal Service, postage paid, properly addressed to the lot of such Owner or such other address indicated in writing by Owner.

Section 7. The Declaration of Restrictions (DofRs).

Deeds of conveyance of a lot may contain the restrictions and covenants contained herein by reference to this document, but whether or not such reference is made in any or all of said deeds, by acceptance of a deed or by acquiring any ownership interest in any of the real property included within this DofRs, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees, and assigns, binds himself, his heirs, personal representative, successors, transferees and assigns to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Dof Rs. In addition, each such person by so doing hereby acknowledges that this DofRs sets forth a general scheme for the improvement and development of the properties and hereby evidences his intent that all the restrictions, conditions, covenants, rules, and regulations contained herein shall run with the land and be binding on all subsequent and future owners, grantees, purchasers, assignees, and transferees

thereof. Furthermore, each such person fully understands and acknowledges that this DofRs shall be mutually beneficial, prohibitive, and enforceable by the various and subsequent and future owners.

IN WITNESS WHEREOF, The Association adopts this Declaration of Restrictions, to be effective as of the date of its recording in the Gila County Recorder’s Office, State of Arizona.

ALPINE HEIGHTS HOMEOWNERS ASSOCIATION

By _____
Name, President

BY _____
Name, Secretary

STATE OF ARIZONA)
)
COUNTY OF _____)

On this _____ day of _____, 2026, before me personally appeared _____, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

NOTARY PUBLIC

To be added:

Subdivision & Greenbelt maps