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FEE# 2010067911

When recorded, return to:
LONG MOUNTAIN DEVELOPMENT INC.
1099 Sunrise Avenue
Kingman, AZ 86401

OFFICIAL RECORDS
OF MOHAVE COUNTY
CAROL MEIER,
COUNTY RECORDER



11/18/2010 10:56 AM Fee: \$31.00

AMENDED & RESTATED PAGE: 1 of 22
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
OF
**THE RANCH AT LONG MOUNTAIN HOMEOWNER'S
ASSOCIATION**
Mohave County, Arizona

KNOW ALL MEN BY THESE PRESENTS:

RECITALS

A. LONG MOUNTAIN DEVELOPMENT, INC., an Arizona corporation, has developed and subdivided certain real property in Mohave County, Arizona, and described as "THE RANCH AT LONG MOUNTAIN", Tract # 3814, which subdivision was recorded on or about March 17, 2005, at Fee No. 2005-027030 in the office of the Mohave County Recorder.

B. Legal title to the above-described property has been conveyed to First American Title Insurance Agency of Mohave, Inc., an Arizona corporation, as Trustee, under Trust No. 9053.

C. A Homeowner's Association has been established as "THE RANCH AT LONG MOUNTAIN HOMEOWNER'S ASSOCIATION", a non-profit corporation.

D. Long Mountain Development, Inc. has conveyed certain parcels in said subdivision to "THE RANCH AT LONG MOUNTAIN HOMEOWNER'S ASSOCIATION" described as parcels "I" and "K".

E. A Declaration of Covenants, Conditions and Restrictions relating to said Tract # 3814 was recorded in the office of the Mohave County Recorder's Office on or about March 17, 2005, at Fee # 2005-027031, per Book 5490 of Maps, Pages 812 through 821 and subsequently amended by a recording on or about February 10, 2006 at Fee # 2006-014846, per Book 6103, Pages 560 through 562.

F. Long Mountain Development, Inc., The Ranch at Long Mountain Homeowner's Association, and First American Title Insurance Agency of Mohave, Inc., hereby amends and restates the covenants, Conditions and Restrictions of "The Ranch at Long Mountain, Tract # 3814", as hereinafter set forth.

NOW THEREFORE, LONG MOUNTAIN DEVELOPMENT, INC., THE RANCH AT LONG MOUNTAIN HOMEOWNER'S ASSOCIATION and FIRST AMERICAN TITLE INSURANCE AGENCY OF MOHAVE, INC., as Trustee, hereby declares that all of

the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property, and all of which are hereby declared to be for the benefit of all of the property described herein and the owners thereof, their heirs, successors, grantees and assigns.

1. PURPOSE OF THESE COVENANTS, CONDITIONS & RESTRICTIONS

The purpose of these Covenants, Conditions and Restrictions is to assure the use of the Property for attractive residential purposes only (as set forth herein) and securing to each Lot owner the full benefit and enjoyment of his or her Property in furtherance of a common plan.

2. DEFINITIONS

As used herein, the following terms have the following meanings:

A. The "Architectural Review Committee" means the committee provided for in Part 6 of this Declaration.

B. "Board of Director's" shall mean five (5) duly elected members of a governing board of homeowners, consisting of the President, Secretary, Treasurer and three at-large members.

C. "Association" means **"THE RANCH AT LONG MOUNTAIN HOMEOWNER'S ASSOCIATION"**, as referred to in Part 3 of this Declaration.

D. "Bona Fide First Mortgage" means any Realty Mortgage or Deed of Trust made in good faith and for value and properly executed and recorded so as to create a lien on any Lot or Lots that is prior to the lien of any other Realty Mortgage or Deed of Trust.

E. "Building Envelopes" means the building site within that portion of a Lot remaining after deduction of the required setbacks which are 5 feet on each side, 20 feet on the front and 15 feet on the back. A corner Lot shall be 15 feet on each side that abuts a street. All lots are also subject to setbacks as set forth on the plat of record.

F. "Common Areas" shall mean Parcels I & K which shall include, but not limited to, signage, open space, pedestrian ingress/egress (trails), landscaping, drainage areas and utility easements within said Tract.

G. "Declarant" means **LONG MOUNTAIN DEVELOPMENT, INC.**, an Arizona corporation, or its designated in writing successor.

H. "This Declaration" or "CC&R's" means this Declaration of Covenants, Conditions and Restrictions.

I. "Design Guidelines and Construction Agreement" or "Construction Agreement" shall mean the document to be prepared and amended , from time to time, by the Board of Directors of the Association and complied with by all owners before any improvements of any kind are completed on a Lot.

J. "Lot" or "Lots" means the lots in the subdivision either individually or collectively, as the case may be.

K. "Manufactured" or "Modular Home" means a residence preconstructed in various sections off-site and assembled and installed upon a permanent foundation for human occupancy as a residence.

L. "Mobile Home" means a moveable or portable unit for residential purposes constructed to be towed on its own chassis and designed to be installed, with or without a permanent foundation, for human occupancy as a residence.

M. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of fee of equitable or beneficial title to any Lot. Owner shall include the purchaser of a Lot under an executory contract for purchase. The foregoing definition does not include persons or entities that hold an interest in any Lot as security for the performance of an obligation.

N. The "Plat" means the subdivision plat of record for **THE RANCH AT LONG MOUNTAIN Tract # 3814** a subdivision of Mohave County, Arizona.

O. "Property" means the real property referred to herein, which is inclusive of all Lots included within this Declaration or any part thereof.

P. "Roadways" shall mean the roads within the subdivision, shown on the Plat as **Tract # 3814**, which are maintained by Mohave County (see Section 3-F.).

3. HOMEOWNERS ASSOCIATION

A. There is hereby created "**THE RANCH AT LONG MOUNTAIN HOMEOWNER'S ASSOCIATION**". The purpose of the Association is to maintain the Common Areas, including entryways, landscaping, roadways, trails and all other improvements located within the Common Area. The Association shall act as the Architectural Review Committee in accordance with the provisions of Part 6 of this Declaration.

B. Each and every Lot Owner, in accepting a deed or contract for any Lot, whether or not it shall be so expressed in such deed or contract, agrees to be bound by such reasonable rules and regulations as may, from time to time, be established by the Association, and further each and every Lot Owner in accepting a deed or contract for any Lot, automatically becomes a member of the Association. Membership shall be appurtenant and may not be separated from ownership of the Lot. The Association shall be operated and conducted on a strictly cooperative and non-profit basis. Each Owner is a member of the Association, with voting rights as set forth

in this Declaration. Each Owner of a Lot shall be personally responsible for his or her share of Assessments imposed by the Association, which if not paid when due, shall also constitute a lien on the Lot, whose Owner(s) have failed to comply with the respective obligations under this Declaration. Upon a sale or change of address by an Owner, the Owner shall promptly advise the Association of the name of the new owner and his address or any change of address of the existing owner in order to avoid a Continuing responsibility for the assessments and/or late charges in conjunction therewith. A transfer fee shall be paid to the association upon a sale and/or change of ownership. The fee shall initially be set at \$50.00, and may be changed at the discretion of the Board of Directors of the Association.

C. The Association shall provide such necessary and appropriate action for the maintenance, repair, replacement and management of the Common Areas. The Association shall maintain a policy of liability insurance covering all common areas and roads. The Association shall maintain a director's policy of liability insurance covering the Board of Directors.

D. The Association shall have the power to borrow and encumber its assets and, in all respects, shall have the powers necessary to carry out its purposes, including those powers set forth in its Articles of Incorporation and ByLaws, and the laws of the State of Arizona.

E. The Association shall have the power to enter into contracts with third parties to perform any or all its duties, provided, if such third party is a related entity to the Declarant or any other Owner, any such contract shall be at competitive rates.

F. The Association shall have the power to dedicate the Common Areas, or any portions thereof, to the County of Mohave, Arizona, or to another governmental entity or to a duly formed utility company, upon such terms and conditions as the Association deems desirable, and in conjunction therewith, the Association shall have the power and authority to adjust or terminate assessments accordingly.

G. The Association shall have a limited right of entry in and upon any Lot for purposes of taking whatever corrective action may be deemed necessary or proper by the Association acting within the scope of its purpose and in enforcement of this Declaration. If such action would require, in the opinion of the Association, the entry upon a Lot, reasonable request for such entry shall be made and such entry shall be at times reasonably convenient to the Owner whose improvements are to be entered. The Association shall be entitled to recover its costs incurred plus interest at the rate of 10% per annum thereon and such costs and interest shall be deemed to be an assessment to such Owner and enforceable by the Association as if any other unpaid assessment. In the event of an emergency, the Association shall have the right to enter without such prior notice. Nothing herein shall be deemed to create an obligation upon the Association to perform any repairs, servicing or alterations within the confines of any Lot or improvement thereon or the access serving any Lot.

H. If the Association determines that any portion of the Common Areas are in need of maintenance or restoration due to an act of omission of an Owner, then the Association shall give written notice to the Owner of such conditions. The Owner shall submit corrective plans proposing its remedy to the condition complained of within 15 days after notice from the

Association. The proposed remedy must be acceptable to the Association and set forth an acceptable time limit for completion of the corrective work. If such work is not completed according to approved plans, within the allotted time, the Association shall undertake to remedy such condition or violation. The cost thereof shall be deemed to be an Assessment to such Owner, and enforceable by the Association as if any other unpaid Assessment. The Association shall have the same right of entry as defined in Paragraph (G) above. The Association shall have the sole right to determine whether any such costs expended by the Association are related to general maintenance or other maintenance or restoration necessitated by an Owner, the determination of same shall be binding and final as to the Owner.

4. COVENANTS FOR ASSESSMENTS

A. Each Owner of a Lot, by acceptance of a deed or contract therefore, whether or not it shall be so expressed in such deed or contract, is deemed to covenant and agrees to pay (i) Regular Assessments and charges, (ii) Special Assessments for capital improvements and extraordinary repairs or maintenance. The Regular and Special Assessments, late payment penalties and charges, if any, together with interest, costs and reasonable attorneys' fees, shall be a lien on the Lot. Each such Assessment together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner at the time when the Assessment was levied. The personal obligation for delinquent Assessments shall not pass to its successors in title unless expressly assumed by such successors; however, the obligation to pay same shall be a lien on the Lot, excepting for the provisions of Paragraph I of this Part 4.

B. The Association shall, on an annual basis, make a determination as to the estimated costs of the repair, maintenance, and restoration of the Common Areas, including any reserves necessary for future capital expenditures and extra ordinary maintenance.

C. Assessments, whether Regular or Special, shall be charged to each Owner on a uniform per Lot basis, with each Lot not improved with a residence paying a proportionate share. A Lot is deemed improved with a residence when a Certificate of Occupancy or equivalent certificate allowing use of the residence has been issued. The applicable rate of assessment shall be prorated to the date of the Certificate of Occupancy. The initial Regular Assessment for a Lot improved with a residence shall be \$200.00 per year, and for a Lot not improved with a residence \$50.00 per year. The Declarant shall be responsible for the same assessments on each Lot owned by it, commencing the month following completion of all improvements.

D. Regular Assessments shall be set by the Association through its Board of Directors on a calendar year basis. The Association shall fix the amount of the Regular Assessment against each Lot at least thirty (30) days in advance of each Regular Assessment period. Written notice of the Assessment shall be sent to every Owner subject thereto. The assessments may be collected on a monthly, quarterly or annual basis as determined by the Association.

E. Regular Assessments shall commence as to all Lots on the first day of the month following the date of the recordation of the first conveyance to an Owner other than Declarant.

The first Regular Assessment shall be adjusted according to the number of months remaining in the calendar year whether a fiscal or calendar year.

F. In addition to the Regular Assessments set forth in this Declaration, the Association, through its Board of Directors, may set Special Assessments if the Association determines by a sixty percent (60%) membership vote that such is necessary to meet the primary purposes of the Association.

G. Failure to pay any Assessment within thirty (30) days of its due date shall subject the Owner to a late payment fee, as determined from time to time by The Ranch at Long Mountain Homeowner's Association, duly adopted in its ByLaws. Initially, the late payment fee shall be \$10.00 per month.

H. All sums assessed by the Association chargeable to any Lot, but unpaid, shall constitute a lien on such Lot prior to all other liens excepting only ad valorem tax liens in favor of a governmental assessing unit or Special Assessment district. Such lien may be foreclosed by the Association, acting on behalf of the Owners of the Lots, in a like manner as a foreclosure of a real property mortgage or deed of trust. During any such period of foreclosure, the Lot Owner shall be required to pay the Assessment charged for the Lot, and the Association shall be entitled to the appointment of a receiver to collect same. The Association, acting on behalf of the Owners of the Lots, shall have power to bid on the Lots at foreclosure sale, bring action for a deficiency, and to acquire and hold, lease, mortgage and convey same. A suit to recover a money judgment for unpaid assessments and charges shall be maintainable by the Association without foreclosing or waiving the lien securing the same. The Association may elect to record the lien against a Lot at its discretion. The Association shall be entitled to reimbursement for all costs and attorneys' fees incurred in the collection of amounts due or the enforcement of the terms of this Declaration.

I. Where a first Mortgage of record or other purchaser of a lot obtains title to the Lot as a result of foreclosure, whether voluntary or involuntary, such acquirer of title, its successors and assigns, shall not be liable for the share of the expenses of the common expenses or assessments by the Association chargeable to such Lot which became due prior to the acquisition of title to such Lot by such acquirer. As used in this Declaration, the term "mortgage" shall include "deed of trust" and "mortgagee" shall include the "Beneficiary" under a deed of trust and "Vendor" under an agreement for sale. Such acquirer shall be responsible, as any Owner, for assessments charged subsequent to the acquisition.

5. VOTING RIGHTS AND REGULATIONS

A. The total number of votes in the Association shall be on the basis of one vote per Lot, provided, the Declarant shall have three (3) votes for each Lot it owns. Unless otherwise specifically provided herein, all Association matters shall be determined by a majority vote. If more than one party is the Owner of a Lot, there must be a unanimous agreement among those who own an interest in the Lot as to how to cast that Lot's vote, otherwise, that vote shall not be counted. Voting may take place at a meeting of the Owners or by mail, at the discretion of the Association.

B. The Association shall have the power to adopt ByLaws and to appoint its officers and directors, as well as promulgate reasonable regulations relating to the matters within its purpose.

6. ARCHITECTURAL REVIEW COMMITTEE

A. There shall be an Architectural Review Committee consisting of three (3) persons. The members of the Architectural Review Committee shall be appointed by the Board of Directors of the Association to serve at the will of the Board of Directors.

B. No improvements, of any kind, including, but not limited to, clearing of trees, excavation, grading, construction of structures, walls, fences, or mailboxes shall be initiated, erected, constructed, placed, altered, maintained or permitted on any Lot without the prior written approval of the Architectural Review Committee in accordance with the procedure herein provided. In granting approval, the Architectural Review Committee may impose such conditions and stipulations as it may deem appropriate including, without limitation, setbacks, requirements concerning duration of construction activities, burial and camouflage of utility lines, restoration of adjacent streets, placement of curb cuts, location of utility connectors, restoration of terrain, restrictions against interference with drainage, provisions for the retention of drainage, and the like. No material changes or deviations in or from the plans as approved shall be made without the prior written approval of the Architectural Review Committee. All decisions of the Architectural Review Committee shall be final and no Owner or any other party shall have any recourse or remedy against the Architectural Review Committee.

C. The Architectural Review Committee, with the approval of the Board of Directors of the Association, shall create and from time to time amend a document to be called the Design Guidelines and Construction Agreement which are to be complied with by all Lot Owners. The Board of Directors of the Association may levy fines of up to \$500.00 for violations of the Construction Agreement and withhold the fines from the Construction Deposit referred to in Paragraph K of this Section or elect to collect them directly from the Owner.

D. All applicants shall submit a complete Construction Agreement together with the then current review fee and two sets of plans as the first step of the approval process. The plans shall include, without limitation, the following information: Lot number; configuration of buildings and roof lines; building square footage and setback; driveways and parking layout; topography; finished grades; site drainage and utility connections; building elevations showing materials, colors, textures, shapes and finishes for all exterior aspects; location and configuration of all structures, walks, driveways, fences and exterior illumination; the landscaping plan, including elevation changes, sprinkler systems, vegetation and ground cover; and all other items required in the Construction Agreement.

E. Two sets of plans shall be submitted to the Architectural Review Committee. One set will be returned to the Owner with comments and the other set will be retained by the Architectural Review Committee for permanent reference. Any additions or alterations to any portion of approved plans shall be subject to correction at any time they are observed (To be determined by the Board of Directors). The Architectural Review Committee shall have the

right to hire agents to review any plans and specifications submitted. All plans must comply with the requirements of local governmental authorities. If independent professional agents are hired to review plans, plan review fees will be charged.

F. Approval of plans shall be based upon adequacy of site dimensions, conformity and harmony of exterior design and location with neighboring structures and sites, relation of finished grades and elevations to neighboring sites and conformity to the specific and general provisions and intent of this Declaration. The Architectural Review Committee shall have the right to take into consideration, without limitation, the color, texture and materials, the inherent aspects of the Lot, the harmony thereof with the surroundings, and the impact upon the Property as a whole.

G. Without obligation to approve or disapprove prior or subsequent modifications, whether similar or dissimilar, the Architectural Review Committee may permit such variances or exceptions to the requirements of this Declaration with respect to proposed improvements as the Architectural Review Committee deems appropriate in its sole discretion. The granting or denial of variance shall not constitute a precedent for the granting or denial of any prior or subsequent variance.

H. The Architectural Review Committee may reject plans as not sufficiently complete or otherwise inadequate, either in whole or in part, may reject plans as partially or completely unacceptable, may approved plans conditionally or unconditionally, may approve a portion of the plans and reject the balance and may otherwise proceed with respect to the consideration of plans in such matter as the Architectural Review Committee may determine in its sole discretion.

I. In developing the Property, constructing improvements and marketing Lots, the Developer/Declarant shall not be required to obtain any approval by the Architectural Review Committee. All Improvements which are constructed or installed by Developer/Declarant shall be deems approved.

J. The members of the Architectural Review Committee shall not incur liability by virtue of their good faith acts or omissions, and members shall only be responsible for willful misconduct and bad faith acts or omissions.

K. An application will not be deemed complete and will not be acted upon by the Architectural Review Committee unless it includes a fully completed Construction Agreement, two sets of plans, a check for the review fee and inspection fee, material samples and all other items required in this Part 6 and the Construction Agreement.

7. GENERAL RESTRICTIONS APPLICABLE TO ALL LOTS & LAND USAGE

A. Land Use. No building other than one single family dwelling residence with attached private garage and other outbuildings as approved by the Architectural Review Committee, and as are in compliance with applicable zoning, shall be erected, maintained, placed

or permitted on any Lot. No improvements may be commenced without the appropriate building permits having been first obtained.

B. Businesses Uses. No manufacturing or commercial enterprise of any kind shall be maintained on any Lot. All lots and swelling units shall be used, improved and devoted exclusively to residential use by a single family. No trade or business may be conducted on any Lot, except that an Owner may conduct a business activity in a dwelling unit so long as:

- (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the dwelling unit;
- (b) the business activity conforms to all applicable zoning ordinances or requirements;
- (c) the business activity does not involve the door-to-door solicitation of Owners or other Occupants in the project;
- (d) the use of the dwelling unit for trade or business shall in no way destroy or be incompatible with the residential character of the dwelling unit or the surrounding neighborhood;
- (e) the trade or business shall be conducted only inside the dwelling unit or an approved guest house, and shall not involve the viewing, purchase or taking delivery of goods or merchandise;
- (f) the trade or business shall be conducted by the Owner;
- (g) no more than twenty percent (20%) of the total floor area of the dwelling unit shall be used for trade or business;
- (h) the dwelling unit used for trade or business shall not be used as a storage facility for a business conducted elsewhere;
- (i) the volume of vehicular or pedestrian traffic or parking generated by such trade or business shall not be in excess of what is customary for a single family residence.
- (j) the trade of business shall not utilize flammable liquids or hazardous materials in quantities not customary to a residential use; and
- (k) the trade or business shall not utilize large vehicles not customary to a residential use and shall not park or store commercial vehicles;
- (l) there shall be no signage identifying the business.

The terms "Business" and "Trade" shall be construed to have ordinary, generally accepted meanings, and shall include without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons

other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether (i) such activity is engaged in full or part time; (ii) such activity is intended to or does generate a profit; (iii) a license is required for such activity. The leasing of a dwelling unit by the Owner thereof shall not be considered a trade or business within the meaning of this Section.

C. Subdividing. No residential Lot shall be resubdivided into smaller lots than those lots shown or delineated on the original recorded plat, but two (2) or more lots may be used as one building site.

D. Completion Time & Construction Hours. Construction of a residence or other improvement shall be finished and completed no later than eighteen (18) months after the issuance of a building permit by the appropriate regulatory body. Hours during which construction can take place are limited to 6:00 a.m. to 5:00 p.m. Monday to Saturday, and no construction may take place on Sunday, except work done inside of a dwelling unit. The Board of Directors shall have the authority to amend these construction hours. Proper care should be exercised to protect the public health, safety and welfare during all phases of construction. All materials shall be stored in a manner that is not objectionable to public view. The site shall be left in a neat and orderly condition at the close of each work day. Scrap material and debris shall be disposed of in proper receptacles and such shall be collected and emptied prior to becoming over filled. Hazardous debris and material shall be removed from the site overnight. Weeds, debris and litter shall not be allowed to accumulate on-site. Noise and dust abatement procedures as deemed necessary by the Architectural Committee shall be strictly adhered to. Restroom facilities will be provided by the contractors as needed to accommodate their working crews. Contractors will be responsible for controlling any excessively loud music, loud and obnoxious foul language and general behavior of their work crews, whether sub-contractors or contractors work crews.

E. Minimum Sizes & Materials. All single family residential structures shall be constructed on site from new material as approved by the Architectural Review Committee. All exterior surfaces shall be non reflective and of natural materials as allowed by the Architectural Review Committee. Any residential structure shall contain a minimum of 1,300 square feet of living area, exclusive of carport, garage, open porches and patios/decks. Any residential structure must include a minimum of a two car garage.

F. Parking & Driveways. A minimum of two (2) concrete surfaced parking spaces shall be provided on each Lot. A surfaced driveway beginning at the concrete sidewalk and running to the front of the garage must be provided and shall consist of concrete. No asphalt or gravel/rock driveways will be permitted. Driveways may not be colored or decorated in any manner other than natural concrete. All automobiles parked on the property must have current auto registrations. Trucks over 1 ton, buses, boats, boat trailers, recreational vehicles, campers and the like shall not be parked at any time in the front yard set back area of the Lot, being both the front and side in the case of corner lots. Vehicles can not be parked at any time in the street, front yard set back, side yard or driveway for the purpose of mechanical repair. Vehicles cannot be parked overnight on the street without permission from the Architectural Committee.

G. Mobile/Modular/Manufactured Homes. No Mobile, Modular or Manufactured Homes shall be permitted to be placed on any Lot permanently or temporarily.

H. Temporary Structures. No structures of a temporary character, trailer, tent shack, garage, barn, motor home, recreational vehicle travel trailer, or other outbuildings shall hereinafter be used for a residence at any time, either temporarily or permanently on any Lot. The Architectural Committee, prior to installation, shall first approve all detached storage buildings or coverings. No metal storage buildings will be allowed. A detached temporary structure shall have roof and wall colors which match the color scheme of the residence.

I. Common Areas. The Association shall have the exclusive right and responsibility to maintain the Common Areas and any damage to the Common Areas caused by the Owner, his or her agent or his or her invitee. The Board of Directors of the Association shall have the right to adopt rules regulating the use of the Common areas.

J. Lot Area Maintenance. Lots must be properly maintained before, during and after construction to insure they are clean and sanitary and all garbage and trash shall be placed and kept in sanitary covered containers. In no event shall such containers be maintained so as to be visible from neighboring property, except when set out for a reasonable period of time before and after scheduled trash pickup times. No lot shall be used or allowed to become in such a condition as to depreciate the value of adjacent property. No weeds, underbrush, unsightly growth, refuse piles, junk piles or other unsightly objects shall be permitted to be placed or to remain on said lot. In the event any Owner fails to comply and fails to remove within ten (10) days following notice of such violation, the Homeowner's Association, Declarant, or its successors and assigns, shall have the right to enter upon and remove the offending objects at the expense of the owner, who shall repay the same upon demand, and such, entry shall not be deemed a trespass.

K. Signs. No signs or billboards may be used as advertising or promotional devices, except those used in the sale of Lots in the Subdivision by Declarant, or those permitted by the applicable sign ordinances for the sale or rental of property (not to exceed 24 x 24") by the Owner or his or her agent, shall be placed on any Lot. This restriction includes signs of contractors and other vendors. The Board of Directors of the Association may adopt uniform sign standards which control size, materials and colors of signs.

- a. Yard signage for addresses may not exceed 4 (four) square feet in size and has to be pre-approved by the architectural committee prior to erection. A drawing of signage with appropriate set-backs must accompany signage requests.

L. Landscape & Grading. Prior to issuance of the Certificate of Occupancy by the Mohave County Planning & Zoning department, all homes shall have the front yard area landscaped in accordance with Landscaping Committee directions and in such a manner as to enhance and beautify the aesthetic value of the home and the general area. It shall be the responsibility of the individual Lot Owner to maintain, at all times, the area from the front yard set back area to the concrete curb, running the full length of his Lot. A permanent edging to end the surface landscaping material shall be installed on the property line in the front yard set back

area between each Lot. The Home Owner is responsible for keeping the sidewalks and street in front of their property clear of any landscaping materials that may at times be washed from their landscaping areas. A maximum of ten percent (10%) of the total Lot size may contain natural grass. The use of artificial turf is encouraged. A permanent edging to end the surface landscaping material shall be installed on the property line in the front yard set back area between each Lot. There shall be no grading or other movement of earth or landscaping within any Lot, except as approved by the Architectural Review Committee. Plants on the Plant List contained in the design guidelines are preapproved. Others are subject to approval by the Architectural Review Committee.

M. Livestock, Poultry & Domestic Animals. No animals, including horses, livestock or other domestic farm animals; including pot-bellied pigs, fowl or poisonous reptiles of any kind may be kept on any Lot. All domestic pets shall be confined with a fenced area and shall not be allowed to run loose or to create noise or other nuisances. The number of animals on any Lot shall not exceed two (2), without the written approval of the Board of Directors of the Association. Lot Owners shall be responsible for keeping pets on a leash when not contained within their Lot boundary. No pets shall be kept, bred or raised within the development for commercial purposes; nor allowed to create a hazard or nuisance to owners of other Lots in the Subdivision. Pet owners are responsible for cleaning up after their pets on their property, or property of others if walking their pets in the development.

N. Garbage & Refuse disposal. Each Lot shall be kept in a clean and sanitary condition and all garbage and trash shall be placed in sanitary covered containers. In no event shall such containers be maintained so as to be visible from neighboring property, except when set out for a reasonable period of time before and after scheduled trash pickup times. No Owner of a Lot shall permit anything or condition to exist upon his Lot which shall induce or harbor infectious plant or other diseases, or noxious insects. No portion of any Lot shall be used for the storage of accumulation of building materials, refuse or any other material other than in connection with approved construction. No Lot shall be used or maintained as a dumping ground for rubbish or hazardous or toxic waste or materials. No outdoor burning of rubbish shall be permitted on any Lot. The term "Rubbish" shall include leaves and plant trimmings. Trash for collection may be placed at the street right-of-way on regularly scheduled trash collection days for a period not to exceed twelve (12) hours prior to scheduled pick up times.

O. Protective Screening. All equipment, air conditioning systems, service yards, wood piles and storage areas shall be kept screened by adequate fencing so as to conceal them from view of neighboring Lots or Roadways. All screening is subject to approval by the Architectural Review Committee.

P. Clothes Drying Area. The exterior portion of any residence may be used as a drying area for laundry, provided that such is not visible from adjoining residences.

Q. Windows Sunscreens & Window Coverings. There shall be no reflective window glass allowed. Window coverings which can be seen by any neighbor or from the street are subject to the approval by the Architectural Review Committee. All windows shall consist of white, beige, gray or black frames exposed to the exterior. Newspaper, sheets and other material

not designed as window coverings shall not be placed over the windows of a residence located on any Lot, either on the inside or outside, except temporarily (30 days maximum) in connection with redecoration, painting, or repairing the residence. Windows may be covered with sun screening, providing there are no visible images within the screening. No reflective material may be placed upon the windows.

R. Parking, Storage & Repairs. No regular or continuous parking is allowed on the streets; however temporary parking by homeowners and their guests is allowable. Commercial vehicles, boats, boat trailers, camping trailers, campers, travel trailers, or any other recreational vehicles, sporting or camping equipment shall not be stored on any Lot, nor on any driveway or road, except as provided in paragraph WW. No repairs, rebuilding or maintenance work shall be performed on any motor vehicle, travel trailer, boat, boat trailer, camper, or other piece of equipment, except within the confines of a garage. None of the above shall be allowed to be abandoned on any Lot. Only temporary vehicle parking by Owners and their guests shall be allowed on any lot or driveways.

S. Use of Roads. Only licensed vehicles may use any of the Roadways. No all terrain vehicle or similar type vehicle or unlicensed vehicle shall be used on any Roadway.

T. Use of Trails. The trails are for pedestrian use only. No motorized vehicles shall be used on any trail.

U. Mining. No portion of the development shall be used in any manner for mining operation or to explore for or remove any water, oil, or other hydrocarbons, materials or earth substances of any kind.

V. Walls & Fences. All walls and fences shall be deemed an improvement and subject to Architectural Review Committee's approval. No walls or fences shall be allowed beyond the boundaries of the Building Envelope. All fences erected upon any lot shall be constructed of masonry block. No wood, vinyl, plastic or chain link fences will be allowed. The finish color of said masonry block fences shall be San-Siemlon. Fences shall be a minimum height of sixty (60) inches. Any walk through gates in the side yard fences must be view obscuring. Fencing not to exceed twenty four (24) inches will be allowed in the front yard set back area to contain landscaping and identify property boundaries. Permanent edging to end the surface landscaping material shall be installed on the property line in the front yard set back area between each lot. This fencing, referred to as a "Pony Wall", will be required to be placed on the property line between dwellings in the front of each residence. The pony wall will begin at the point where the party fence ends and extend to within ten (10) feet of the street curb. The term "Pony Wall" will be used in conjunction with all references to "party fence" in this item number. Cost of "Pony Walls" shall be shared equally by adjoining Lot Owners.

W. Antennas & Satellite Dishes. No antenna or satellite dish shall be installed in a manner that will disturb the surrounding neighbors and/or the Property. The placement of any antenna or satellite dish must have Architectural Review Committee approval before it is placed on the Lot. The Architectural Review Committee, in compliance with legal requirements, shall

have the final decision on a dispute regarding a Lot Owner's antenna, or satellite dish, and what effect it has on the surrounding neighbors or the overall Property.

X. Nuisances. No Lot Owner shall place or maintain any animate or inanimate object upon any Lot so as to create a nuisance or be offensive to the Owners of the neighboring Lots. No vehicles or motors of any type without mufflers shall be allowed. No fire arms may be discharged in any area of the Property.

Y. Fire Prevention. There shall be no open fires or outdoor fire pits. All chimneys shall be equipped with spark arresters. Barbeques may be located outdoors, provided they are placed in a location free from fire danger with water service for fire protection located nearby. The Owner shall be responsible for maintaining the Lot and keeping it clear of deadfall, grass, brush or other debris that might create a fire hazard.

Z. Governmental Agency Requirements. The above provisions of this part 7 are in addition to the Mohave County Arizona and other governmental requirements, and all Owners shall be obligated to comply with both this Declaration and Mohave County, Arizona and other governmental requirements and the more restrictive shall prevail.

AA. Utilities. All buildings shall be connected to utilities available to the Subdivision, including water, power and sewer, as well as phone and cable if desired. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No structure or planting shall be constructed or maintained thereon which may damage or interfere with the maintenance of such utilities or change the drainage flow. All utility lines and connections within a lot shall be underground.

BB. Open Fires. Other than barbecues in properly constructed barbeque pits or grills, no open fires shall be permitted within the development, nor shall any other similar activity or conditions be permitted which would tend to increase the insurance rates for other home owners.

CC. Set back & Height. The front yard set back shall be a minimum of 20 feet, and non-fronting side setback shall be a minimum of 5 feet. Rear yard set back shall be a minimum of 15 feet. The maximum building height is 25 feet from the surface of the lot where graded or leveled for a structure, to the peak of the highest projection of the structure.

DD. Topographic Alterations. Under no circumstances shall any Owner of any Lot or parcel of land be permitted to deliberately alter the topographic conditions of their Lot or parcel of land in any way that would permit additional quantities of water from any source other than what nature originally intended to flow from their property on to any adjoining property or public right-of-way, or redirect said flow or prevent natural flow onto an owners property.

EE. Junk Vehicles or Unsightly Materials. The storage of inoperative, damaged or junk motor vehicles, appliances and/or tools, landscaping instruments, household effects, machinery or machinery parts, boats, trailers, empty or filled containers, boxes or bags, trash, materials, including used construction materials, or other items that shall in appearance detract

from the aesthetic values of the property shall be so placed and stored to be concealed from the view for the public right-of-way and adjacent landowners.

FF. Yard Lighting. Each and every residence shall have installed a free standing electric pole (not to exceed seven (7' 0") feet in height) light located on the front yard set back area, equipped with a photo sensor, dusk to dawn automatic switch. The yard light will be placed in the front of the house ten (10' 0") feet from the curb, and three (3') to twelve (12') feet from the edge of the driveway. It shall be the responsibility of the homeowner to maintain said pole light in a safe and operational condition at all times in order to emit light each evening until dawn. Pole lights shall be maintained in an operational manner at all times.

GG. Other Lighting. No spotlights, floodlights or other high intensity lighting shall be placed or utilized upon any residence, which in any manner will allow light to be directed or become offensive on any other residence. Holiday lighting, i.e., outside Christmas lights and decorations must be removed within 20 days after the Holiday.

HH. Machinery. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any property except such machinery or equipment as is usual and customary in connection with the use or construction of a residence. This does not include lawnmowers, weed eaters, or such equipment utilized in the maintenance of said property, provided, however, all such equipment shall be stored and maintained in an enclosed area as not to be visible by other Lot Owners.

II. Lines & Meters. No lines, wires, or other devices for the communication of transmission of electric current or power, including telephone and radio signals shall be erected, placed or maintained anywhere in or upon any property unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under or on buildings or other structures. All gas meters on any lot shall be installed adjacent to the residential structure. No gas meter will be allowed to be installed within the street right-of-way, public utility easement, or in the front yard set back area of any Lot.

JJ. Weed – Insect Control. No homeowner shall permit anything or condition to exist upon any property, which shall induce, breed or harbor infectious plant diseases or noxious insects.

KK. Lawn Ornaments. No lawn ornaments, statues or figurines of any kind shall be allowed in the front yard set back area.

LL. Garage Doors. Each garage door shall have, in good working condition, an automatic garage opener and closer. Each garage door shall be kept closed, except when entering or leaving the garage. No garage shall be converted to any use which prevents the storage of two (2) standard vehicles therein and no garage shall be used for living purposes.

MM. Safety. Without limiting any other provision in this Article, each Owner shall maintain and keep his residence at all times in a safe, sound and sanitary condition and repair and

shall correct any condition or refrain from any activity which might interfere with the reasonable enjoyment by other Owners of their respective residents.

NN. Joint Use Fence. Every fence will be centered and constructed on the dividing line between separate lots and shall constitute a "party fence", with no exceptions. The Owners of Lots with party fences shall be subject to the limitations and restrictions set forth in this section with respect to party fences. With respect to such fences, each of the adjoining Owners shall assume the obligations and be entitled to the benefits of the provisions in this section and, to the extent not inconsistent herewith, the general rules of law regarding party fences.

a. The Owners of contiguous Lots who have a party fence shall equally have the right to use such fence (common use) provided that such use by one owner does not materially interfere with the use and enjoyment of same by the other Owner.

b. In the event that any party fence is damaged or destroyed through the act of an Owner or any of his agents, guests or members of his family (whether or not such act is negligent or otherwise culpable) it shall be the obligation of such Owner within fifteen (15) days to rebuild and or repair the party fence without cost to the other adjoining Lot Owner or Owners.

c. In the event any such fence is destroyed or damaged (including deterioration from ordinary wear and tear and lapse of time) by other than those described in (b) above, it shall be the obligation of all Owners whose lots adjoin such party fence to rebuild and/or repair such party fence within thirty (30) days, at their joint and equal expense.

d. Notwithstanding anything to the contrary herein contained, there shall be no impairment of the structural integrity of any party fence without the proper consent of all Owners of any interest therein, whether by way of easement of in fee.

e. In the event of a dispute between Owners with respect to the construction, repair or rebuilding of a party fence, or with respect to the sharing of the cost thereof, such adjoining Owners shall submit the dispute to the Architectural Committee for decision, and any such decision shall be binding upon all parties having an interest in said wall or fence.

f. Each Owner shall permit, and there is hereby reserved, an easement for, the Owners of adjoining Lots, or their representatives, when reasonably required, to enter their lot for the purpose of repairing or maintaining a party fence or for the purpose of performing installations, alterations or repairs to the property or such adjoining owners, provided that requests for entry be made in advance and that such entry is at a time reasonable convenient to the Owner. In case of an emergency, such right of entry pursuant to the terms of this subsection shall be waived. An adjoining Owner making entry pursuant to the terms of this subsection shall not be deemed guilty of trespass by reason of such entry. Disputes regarding such rights of entry shall be resolved by the

Architectural Committee, the decision of which shall be binding on the parties to the dispute.

g. Surfaces of the party fences on lots which are generally accessible or viewable from only the adjoining Lot may be painted, maintained and used by adjoining Owners subject to the maintenance rights set forth herein. If such surfaces are viewable from public streets or are visible from neighboring property (except from the immediately adjoining Lot as set forth above), the color scheme shall not be changed without the written consent of the Architectural Committee.

OO. Gates. No gates will be permitted to exit directly upon any public street. No access gates or openings of any size will be allowed in these masonry block walls or fences. It is the intention of the Declarant to prohibit access from the lots through the existing masonry block walls to any public streets.

PP. Roofing. All dwellings will have roof coverings consisting of masonry slate or tile, with no exceptions. Roof and exterior paint/stucco colors will adhere to South-Western hues and are subject to the Architectural Committee for approval. All roof framing will be to a minimum of 5/12 pitch. The Architectural Committee will require all patio roofs to be incorporated into the house pitch; and no shed roofs will be allowed. Solar panels may be professionally installed upon the roof, providing it blends into the roof line, home design, color, and approved by the Architectural Committee.

QQ. Fascia. All homes shall have six (6) inch wood, vinyl or aluminum fascia with a minimum 18 inch over-hanging eave. Said fascia may be painted to match the color scheme of the home.

RR. Exterior Walls. The exterior portions of all buildings shall be stucco and shall have the color mixed into the final structural application or painted so that all such materials shall have a finished appearance. The LaHabra stucco color chart will be used in selecting the color of the exterior walls. No metal or aluminum exterior wall siding will be acceptable on any structures built in the development.

SS. Mailboxes. Community mailboxes shall be located within the development as determined by agreement with the Declarant and the United States Postal Service. Mailboxes shall not be relocated without prior written approval of the Architectural Committee.

TT. Air Conditioning Unit. No roof mounted air conditioning, evaporative cooling units or exterior television antennas (except small satellite dishes) are permitted on any structure. Roof protrusions shall be made an integral component of the structure.

UU. Used Buildings. No used buildings constructed or erected on real property shall be moved from other locations onto any Lot.

VV. Sports Equipment. No permanent or portable athletic and/or recreation equipment, i.e., basketball backboards/goals, tennis nets of any kind, plastic swimming pools,

trampolines, etc. will be allowed to be erected or maintained in the front yard set back areas on any Lot, nor shall any such equipment be erected or maintained in any rear Lot in such manner as to be offensive to any adjoining Lot Owner.

WW. Side Yard Parking. Parking of motorized vehicles in the side yard set back area will be allowed only upon written authorization from the Architectural Committee and only after the following improvements are completed and the conditions met:

- a) No recreational vehicle, boat, watercraft, vehicles over $\frac{3}{4}$ ton, campers, and the like, shall be parked in the side yard set back area, unless said vehicles and crafts are parked behind a screened (view obscuring) gate.
- b) Automobiles less than 1 ton will be allowed to park in the side yard set back area with the installment of a 4" thick concrete driveway, constructed from the edge of the existing sidewalk to the edge of the new required concrete parking surface.
- c) In addition, the 4" concrete parking surface must be constructed in such a manner that all allowed vehicles parked in the side yard set back area are parked on said 4" concrete parking surface. Paragraph a will allow for recreational vehicles, boats, watercrafts and vehicles over 1 ton to be parked in the side yard area not on concrete surface, but behind a screened (view obscuring) gate.

A plan must accompany the required written request to the Architectural Committee, and approved prior to the construction of any proposed side yard driveways or parking surfaces. The Architectural Committee will, within thirty (30) working days, return to the applicant the approval or disapproval of said request and plans.

XX. Business of Declarant. Notwithstanding any other provision to the contrary, Declarant and its agent (including sales agents) and representatives may use any areas of the property for model sites, so long as Declarant retains ownership of any Lot, but not longer than six (6) years following the close of sale by Declarant of the first Lot. Declarant may erect such signs, poles and flags on any lots as it deems reasonably necessary for the sales promotion of the lots and homes therein. No provision of these Declarations shall be applicable to prohibit any act or activity of Declarant, its agents or representatives in connection with or incidental to Declarant's improvements and/or development of the property or other property in Mohave County, Arizona. All signage must be approved by the Architectural Committee.

YY. Miscellaneous. The following restrictions are designed to enhance and maintain the beauty of the community:

- a. Awnings – Only cloth and wood awnings will be allowed. No metal or any other material is allowed.
- b. Swimming pools – Below ground back yard swimming pools will be allowed; however, no back flushing onto the streets will be allowed. No above ground pool exceeding three (3) feet in height shall be allowed.
- c. Flagpoles – A flagpole may be installed with a maximum height of 20 feet from ground level.

- d. Play houses – A back yard play house will be allowed, providing it is constructed at ground level. No stilt type play houses will be allowed.

ZZ. Specific Land Use Regulations. All lots, located in the property, are zoned R-O, except for those lots boarding Route 66 which will be classified as C-2-H and C-2-H-3 as defined in the Mohave County, Arizona Zoning Ordinance and such parcels shall be improved, used and occupied under the conditions set forth therein and such uses shall include single family dwellings. None of the premises shall be used for other than residential purposes or for any of the following: Storage yard; circuses; carnivals; manufacturing or industrial purposes; produce packing; slaughtering or eviscerating of animals, fowl or fish or other creatures; abattoirs or fat rendering; livery stables; kennels or house, cattle or other livestock pens or boarding; cotton ginning; milling; rock crushing; or any use or purpose whatsoever which shall increase the fire hazard to any other or said structures located upon the premises or which shall generate, give off, discharge, or emit any obnoxious or excessive odors, fumes, gasses, noises, vibrations or glare or in any manner which constitutes a health menace or public or private nuisances to the detriment of the Owner or occupancy of any structure located with the premises or violate any applicable law.

8. UTILITY MAINTENANCE BY OWNER

Each Owner shall be responsible to maintain, repair, replace and restore, at Owner's expense, any utilities located within the boundaries of an Owner's Lot and its access, providing these utilities are specific for that Lot. Utilities located on a Lot that are general infrastructure and not specific to that Lot will be the responsibility of that particular utility company, or an adjacent Property Owner to whom this utility benefits. Upon completion of this utility related activity, the responsible party will be required to bring the site back to its natural state, including revegetation as determined by the Association. The Lot Owner shall have the right to effect repairs beyond the Lot with the consent of the Association. The reasonable costs of such repair shall be the responsibility of the Lot Owner.

9. GENERAL PROVISIONS

A. Enforcement. The Covenants, Conditions, and Restrictions contained in this Declaration shall run with the land and shall be binding upon all persons owning, leasing, subleasing or occupying any Lot after the date on which this instrument shall have been recorded in the office of the Recorder of Mohave County, State of Arizona. This Declaration may be enforced by the Declarant, by any Owner or lessee of any Lot, by the holder of a Bona Fide First Mortgage on any Lot, by the Association, or any one or more of said persons acting jointly; provided, however, that any breach by reason thereof shall not defeat or adversely affect the lien of a Bona Fide First Mortgage upon any Lot, but each and all said Covenants, Conditions and Restrictions shall be binding upon and effective against any Owner, lessee or occupant of said Lot whose title thereto is acquired by foreclosure, or otherwise, and provided also that the breach of any said Covenants, Conditions and Restrictions may be enjoyed, abated or remedied by appropriate proceedings, notwithstanding the lien or existence of any such Bona Fide First Mortgage. All instruments of conveyance or assignment of any interest in all or any part of the Property may refer to this instrument and shall be subject to the Covenants, Conditions and

Restrictions herein contained as fully as though this instrument were therein set forth in full; provided, however, that the terms and conditions of this instrument shall be binding upon all persons affected by its terms, whether express reference is made to this instrument or not.

B. Declarant's Exemption. Nothing herein shall be construed as prohibiting Declarant from maintaining a sales or development office on any Lot or engaging in activities which Declarant deems appropriate to its development of the Property or its sales program.

C. Expansion. Declarant reserves the right to comparably develop adjacent land and incorporate said adjacent land with this Declaration by specific reference thereto. Any such expansion to be included within this Declaration shall be subject to the terms and conditions of this Declaration, but may include reasonable variances.

D. Invalidity. Invalidation of any of these covenants, restrictions, reservations, conditions and servitudes by judgment, court order, or otherwise shall in no way affect the validity of any of the other provisions of this Declaration, all of which shall remain in full force and effect.

E. Zoning Changes. Should any Owner make application for and obtain an approval for a zoning re-classification from the appropriate governing body (Mohave County, Arizona), such new classification will not in itself constitute an automatic deviation from the provisions herein, but such re-classification as it applies to the terms and conditions of this Declaration shall be subject to the written approval by a majority of the Owners of the other lots subject to these Covenants, Conditions and Restrictions, which approval shall be promptly recorded in the office the Recorder for the County of Mohave, State of Arizona.

F. Amendments. This Declaration may be amended at any time and from time to time during the period ending fifteen (15) years immediately following the date of the recording of this Declaration only by instrument executed by a vote of at least sixty percent (60%) of all votes entitled to be counted, but no such amendment shall be effective without the approval of Declarant for a period of four (4) years following the date of recordation of this instrument. Further, any such amendment shall not be effective until the recording of such instrument in the office of the Mohave County Recorder. Thereafter, this Declaration may be amended at any time and from time to time by instrument executed by a vote of at least fifty percent (50%) of all votes entitled to be counted, included or incorporated within this Declaration, and such amendment shall not be effective until the recording of such instrument.

G. Terms. The Covenants, Conditions and Restrictions of this Declaration, as the same may hereafter be amended in accordance with the terms of D above, shall remain in full force and effect for a terms of twenty (20) years from and after the date of recording of this Declaration, from which time they shall be automatically renewed and extended for successive periods of ten (10) years each, unless terminated as of the end of such initial twenty (20) years, or any successive ten (10) years with the six (6) month period immediately preceding the expiration of such initial period, or any renewal period, by an instrument of termination executed and acknowledged by the Owners of at least two-thirds (2/3) of the Lots, included or incorporated within this Declaration, and recorded in the office of the Mohave County Recorder.

IN WITNESS WHEREOF, **LONG MOUNTAIN DEVELOPMENT, INC.**, an Arizona corporation, has executed this Declaration of Covenants, Conditions and Restrictions by the undersigned on this 17 day of November 2010.

LONG MOUNTAIN DEVELOPMENT, INC., an Arizona corporation

By: [Signature]
John G. Lingenfelter, President

IN WITNESS WHEREOF, **THE RANCH AT LONG MOUNTAIN HOMEOWNER'S ASSOCIATION**, an Arizona corporation, has executed this Declaration of Covenants, Conditions and Restrictions by the undersigned on this 17 day of November, 2010.

THE RANCH AT LONG MOUNTAIN HOMEOWNER'S ASSOCIATION,
An Arizona corporation

By: [Signature]
Louis G. Sorensen, President

IN WITNESS WHEREOF, **FIRST AMERICAN TITLE INSURANCE AGENCY OF MOHAVE, INC.**, has executed or caused to be executed this declaration of Covenants, Conditions and Restrictions as Trustee under Trust No. 9053.

By: [Signature]
Patricia Stalhut, Trust Officer

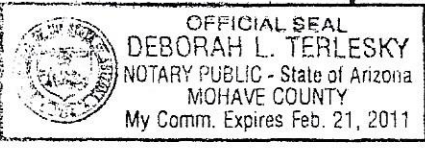
STATE OF ARIZONA }
 }
 } ss.
County of Mohave }

On this 17 day of November, 2010 before me, the undersigned Officer, personally appeared **JOHN G. LINGENFELTER**, who acknowledged himself to be the President of **LONG MOUNTAIN DEVELOPMENT, INC.**, an Arizona corporation, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as such Officer.

IN WITNESS WHEREOF, I hereto set my hand and official seal.

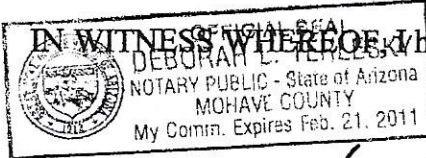
[Signature]
Notary Public

My Commission Expires: 2/21/2011



STATE OF ARIZONA }
 } ss.
County of Mohave }

On this 17 day of November, 2010 before me, the undersigned Officer, personally appeared Louis G Sorensen, who acknowledged himself to be President of **THE RANCH AT LONG MOUNTAIN HOMEOWNER'S ASSOCIATION**, an Arizona corporation, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as such Officer.



My Commission Expires: 2/21/2011

Deborah L. Terlesky
Notary Public

STATE OF ARIZONA }
 } ss.
County of Mohave }

On this 17 day of November, 2010 before me, the undersigned Officer, personally appeared Patricia Statkut, who acknowledged himself/herself to be Trust Officer of **FIRST AMERICAN TITLE INSURANCE AGENCY OF MOHAVE, INC.**, an Arizona corporation, and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation as such Officer.

IN WITNESS WHEREOF, I hereto set my hand and official seal

My Commission Expires: 2/21/2011

Deborah L. Terlesky
Notary Public

