

Recording Requested by:

When recorded mail to:  
Rio Ranches, LLC  
30151 West Old US 80  
Palo Verde, AZ 85343

Recorded at the request of  
The Taion Group

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## COVENANTS, CONDITIONS AND RESTRICTIONS AND DECLARATION OF EASEMENT

WHEREAS, the undersigned, further referred to herein as "Declarant" is the owner or owners of the land described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

Hereinafter referred to as the "Property".

WHEREAS, the Declarant is desirous of setting forth the following Covenants, Conditions and Restrictions to preserve the use and enjoyment of the above described property.

NOW THEREFORE, Declarant, for the purposes above set forth, declares that the Property shall hereafter be held, transferred, sold, conveyed, leased, occupied and used Subject to the covenants, conditions, restrictions, liens, assessments, easements, privileges and rights hereinafter set forth, all of which shall run with the land and be binding upon the Property and all parties having or acquiring any right, title or interest in or to the Property, or any part thereof irrespective of whether or not referenced in a deed or other applicable instrument of conveyance and shall inure to the benefit of each owner thereof.

### ARTICLE I

#### DEFINITIONS

##### Section I

The tem "Lot" shall mean and refer to any plot of land shown upon any recorded plat of the Property.

### ARTICLE II ARCHITECTURAL STANDARDS

##### Section I

PURPOSE. N/A

##### Section II

FLOOR AREAS. No residence shall be erected, permitted or maintained having a Contiguous floor area of less than 2,000 square feet, exclusive of porches, carports or garages. No air conditioning units allowed on roof.

**Section III**

**STRUCTURE SET BACKS.** All set-backs shall be no less than the minimum required by Maricopa County.

**Section IV**

**LOT SIZE.** Lots shall not be less than one gross acre in size.

**ARTICLE III  
USE RESTRICTIONS**

**Section I**

**SINGLE FAMILY RESIDENTIAL USE.** All of the Lots shall be used, improved and devoted exclusively to a single family home.

**Section II**

**MOBILE HOME/MULTI-SECTIONAL MANUFACTURED HOMES.** No Mobile Homes or Multi-sectional Manufactured Homes shall be kept, placed or maintained on any Lot. In the event the Lot Owner builds their own home, a temporary living quarters such as a travel trailer is permitted. Except with approval of other Lot Owners in the plat, construction must be completed within Twelve (12) months. Construction shall be deemed commenced upon the breaking of ground or the delivery of materials or equipment to the site for the purpose of construction, whichever comes first.

**Section III**

**TRASH.** Trash, Garbage or other waste shall not be kept except in containers designed for this purpose. In no event shall such containers be maintained so as to be visible from neighboring property except to make the same available for collection.

**Section IV**

**NUISANCES.** No Nuisance shall be permitted to exist or operate upon any property so as to be offensive or detrimental to any other property owner in the vicinity thereof or to its occupants. Without limiting the generality of the foregoing, the following shall be presumed to be a nuisance:

- Rubbish or debris of any kind which is placed or permitted to accumulate upon or adjacent to any property or any odors which arise there from, so as to render any such property, or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants.
- Any use of the property that is in violation of any governmental statute or ordinance.

**Section V**

**ANIMALS.** No horses or livestock (cattle, pigs, chickens, etc.) may be maintained on Lots.

**Section VI**

**DISEASES AND INSECTS.** No owner shall permit any thing or condition to exist upon his Lot which shall induce, breed or harbor infectious diseases or noxious insect.



## EXHIBIT "A"

Escrow No. 415-4307813

That portion of Parcel 9, GREER RANCH, per Book 580 of Maps, Page 24, lying within the Northwest Quarter of the Northeast Quarter of the Northwest Quarter of Section 15, Township 6 North, Range 3 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

Commencing at North quarter corner of said Section 15, said corner being monumented with a GLO brass cap; Thence North 89 degrees 55 minutes 52 seconds West, along the North line of said Northwest Quarter of Section 15 a distance of 661.13 feet to a corner of said Parcel 9 said corner also being the TRUE POINT OF BEGINNING; Thence South 00 degrees 05 minutes 57 seconds West, along the boundary of said Parcel 9 a distance of 352.00 feet; Thence North 89 degrees 55 minutes 52 seconds West, a distance of 631.11 feet to a point on the boundary of said Parcel 9; Thence North 00 degrees 05 minutes 44 seconds East, along said boundary a distance of 352.00 feet to a corner of said Parcel 9; Thence South 89 degrees 55 minutes 52 seconds East, along said North line a distance of 631.13 feet to the TRUE POINT OF BEGINNING.