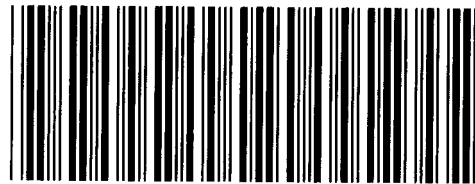


WHEN RECORDED RETURN TO  
PETERSON AGENCY.  
BOX 131  
WICKENBURG, AZ. 85358



OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL  
2002-0945241 09/16/02 10:58  
2 OF 3

SOTOR

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

**SADDLE RIDGE WEST PHASE TWO AND THREE**

This declaration is made by Lawyers Title of Arizona Inc., and Arizona Corporation. As Trustee, under trust 1721 ("Trustee"), on behalf of it's beneficiary, Wellik-Bromm L.L.C. an Arizona Limited Liability Company. Hereinafter referred to as "Declarant".

Trustee is the owner of the following described property situated within the County of Maricopa, State of Arizona:

Legal description is: Lots 68 thru 131, Saddle Ridge West Phase II and III, according To the Book 605, and Page 38 of map records in Maricopa County, Arizona.

Trustee will convey said lots, subject to certain covenants, conditions, and restrictions, as herein set forth. Declarant hereby declares that all of the parcels described above shall be held, sold and conveyed subject to the following covenants, conditions, and restrictions, all of which are for the purpose of enhancing and protection the value, desirability and attractiveness of all the lots, and all of which are hereby declared to be for the benefit of all the real property described herein and the owners thereof, their heirs, successors, grantees and assigns

1.) Purpose of these covenants, conditions and restrictions is to assure the use of real property for attractive residential purposes, and securing to each parcel owner the full benefit and enjoyments of his or her parcel in furtherance of a common plan.

2.) General Restriction Applicable to all lots

a.) Minimum Size and Roof- Any single family residential structure, shed or other improvement placed upon any parcel shall be constructed from new material or its equivalent. No reflective roofs shall be allowed, and all pitched roofs are to be tile or cement tile. Any residential structure shall contain a minimum of 1800

square feet of living area, exclusive of carport, garage, open porches and patio.

b.) Completion Time- Construction of a residence shall be finished and completed no later than one year after the issuance of a building permit by the appropriate regulatory body with any approved barn or shed being completed within six months after issuance of the permit.

c.) Fences and Walls- Fences and walls, not exceeding the heights allowed in the town of Wickenburg Building Codes may be erected upon the property, however, all such walls and fences shall be of masonry construction, with a stucco finish, or block that matches the home or slump block. Split rail fences may be used for landscaping.

d.) Parking and Storage- Boats, boat trailers, motor homes, camping trailers, campers, travel trailers, or any other sporting or camping equipment shall not be stored or parked on the front yard setbacks, adjacent to roads or on the roads. No repairs, rebuilding or maintenance work shall be performed on any motor vehicle, travel trailer, motor home, boat, boat trailer, camper, or other piece of equipment on any road or within the front setbacks and none of the above shall be allowed to be abandoned on any lot. Only temporary vehicle parking by owners of the lots, their guests and invites, shall be allowed to park on the roads and then only if no traffic hazard is created by said parking. All of the above mentioned personal property shall be in a storage building or behind a wall in the rear yard. Any accessory buildings roof height shall not exceed the height of the roof on the home.

e.) Leveling of lots- No lot is to be leveled or earth moving done prior to the issuance of a building permit from the Town of Wickenburg. The only exception to this would be lot leveling done by the Declarant.

f.) Driveways- All lot owners, prior to the completion to their residential construction, shall cause their driveways to be paved and or concreted.

g.) Horses- No horses are to be allowed within this subdivision.

h.) Heating and Cooling Units- No roof mounted heating or cooling units are allowed.

i.) Address Monuments- Each lot owner at the time of constructing their home shall, adjoining their driveway construct an address monument that includes a light, address, and mail box.

### 3.) General Provisions

a.) Enforcements- The covenants, conditions, and restrictions contained in this declaration shall run with

20020945241

the land and shall be binding upon all persons owning, leasing, subleasing or occupying any parcel after the date on which this instrument shall have been recorded in the office of the recorder of Maricopa County, State of Arizona. This declaration may be enforced by the trustee, by the Declarant, by any owner or lessee of any lot, or any one or more of the said persons acting jointly; provided, however, that any breach by reason thereof shall no defeat or adversely affect the First mortgage upon any lot, but each and all said covenants, conditions and restrictions shall be binding upon and effective any owner, lessee or occupant of said parcel whose title thereto is acquired before closure, or otherwise, and provided also the breach o any said covenants, conditions and restrictions may by enjoined, abated or remedied by appropriate proceedings, not withstanding the lien or existence of any such bonafide 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, 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.) Invalidity- Invalidation of any of these covenants, conditions and restrictions by judgments, court order, or otherwise shall in no way affect the validity if any of the provisions of this declaration, all of which shall remain in full force and effect.

c.) Amendments- This declaration may be amended at any time by and instrument executed by the owners of at least 75% of the included lots which shall not be effective until the recording of such instrument.

d.) Term- The covenants, conditions, and restrictions of this declaration, as the same may hereinafter by amended in accordance with the terms hereof, shall remain in full force and effect for a term of 20 years from and after the date of recording of this declaration, from which time they shall be automatically renewed and extended for successive period of 10 years each, unless terminated as of the end of such initial 20 years or any successive 10 year period, within the 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 75% of the lots included within this declaration and recorded in the office of the Maricopa County Recorder, State of Arizona.

20020945241

In witness whereof, Lawyers Title of Arizona Inc, and Arizona Corporation as Trustee, Trust of #1721 executed this declaration this 4th day of September 2002

Lawyers Title of Arizona Inc., an Arizona Corporation as Trustee, Trust #1721  
by 

Trust Officer Christian Feigle

Wellik Bromm L.L.C. an Arizona Limited Liability Co. as Declarant.

By \_\_\_\_\_  
Operating Manager

By \_\_\_\_\_  
Operating Manager

State of Arizona )  
                          ) ss:  
County of Maricopa)

This instrument was acknowledged and sworn before me this  
4th day of September, 2002,

By Christian Feigle, Trust Officer, Lawyers Title of Arizona, Inc.,  
an Arizona corporation  
being authorized to execute these documents on behalf of the  
Wellik Bromm L.L.C.

My Commission Expires: *11-22-04* *Carol J Yates*  
Notary Public

