

When Recorded Return to:

West Village Estates Homeowners Association
Attn: Ken Hart
C/O Hart's HOA Management Co
1255 S. Mark Lane
Flagstaff, AZ 86001

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

FOR

WEST VILLAGES ESTATES

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is amended as of the 16th day of December, 2010 by West Village Estates Homeowners Association Board of Director's.

RECITAL

WHEREAS, the Board of Directors, West Village Estates Homeowners Association, Inc., being the governing body of an Arizona Non-Profit Incorporation, does hereby amend pages 27,28, 29 and 30 of original **Declaration of Covenants, Conditions and Restrictions** document, Coconino County Recorder document #3083868, recorded the 15th day of March, 2001. This amendment is to add and clarify **Section 11, USE AND OCCUPANCY RESTRICTIONS,** of the original document and is pursuant to **Section 11, Subsection 11.3; Modification.**

the Design Review Committee shall provide to such Owner a notice of such approval which shall be conclusive evidence of compliance with the provisions of this Section and the Development Standards as to the improvements described in such a notice, but as to such improvements only.

10.7. Reconstruction of Common Areas. The reconstructions by the Association or the Declarant after destruction by casualty or otherwise of any Common Areas which is accomplished in substantial compliance with "as Built" plans for such Common Areas shall not require compliance with the provisions of this Section or the Development Standards.

10.8 Additional Powers of the Board. The Board may promulgate as a part of the Development Standards such additional architectural and landscape standards, rules and regulations as it deems to be appropriate and as are not in conflict with this Declaration. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING SENTENCE, THE BOARD MAY FIX A FINE OF UP TO \$1000.00 FOR FAILURE TO OBTAIN REQUIRED APPROVAL FROM THE DESIGN REVIEW COMMITTEE. The Association may, but shall not be required, to remove any nonconforming structures or improvements and may recover the cost of said removal from the Member or Owner.

11. USE AND OCCUPANCY RESTRICTIONS.

11.1. Land Use and Building Type. No Lot within the Property, except for the Common Areas, shall be used except for the placement of a manufactured home for residential purposes in accordance with the Development Standards. No building shall be erected, altered, placed or permitted to remain on any Lot other than an approved manufactured home, detached private garage, or an approved storage shed. The building material and architectural style of the manufactured home and garage shall be substantially similar. Metal storage buildings shall be permitted provided approval by the Association is obtained prior to the erection of any such structure and that the structure be maintained in accordance with the Association Rules and Development Standards. No carports shall be permitted within West Village Estates. All Lots shall have, upon the first placement of an approved manufactured home thereon, an enclosed garage for vehicle parking and storage constructed by an approved licensed contractor. No structure of any nature, including without limitation, manufactured homes, garages, storage sheds, antennae, satellite dishes, recreational amenities, or any other accessory use shall be constructed or installed on a Lot without compliance with Design Review Committee Standards and prior, written approval of the Association. No buildings or structures shall be maintained, except that which is provided for in section 11.4, on any Lot within the Property for any business or commercial purpose whatsoever, including, without limitation, provision of private day care services. The West Village Estates Plat shall identify tracts of real property which serve as common areas.

11.2. Home Location. All manufactured homes and structures within the West Village Estates Subdivision shall occur within the setbacks as depicted on the final Plat, or as otherwise provided in the Development Standards. For the purpose of this covenant, steps and unsupported eaves shall not be considered a part of any building or structure, but decks, patios, and support structures shall be considered a part of a structure or building.

11.3. Minimum Living and Garage Area. A limited number of single-wide homes, not to exceed thirty (30), will be allowed throughout the community in designated lots. These homes shall not be less than 890 square feet in minimum living area. Double-wide homes must not be smaller than 23 feet in width and shall not be less than 1100 square feet in minimum living area. Garages shall be a minimum of 400 square feet.

11.4. Business and Related Uses. No Lot shall ever be used, allowed, or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, industrial, mercantile, retail, storage, vending, automotive repair or other similar uses or purposes. The foregoing restriction shall not prevent an Owner from conducting his or her personal affairs within the home and shall not be deemed to prevent an Owner from using his manufactured home for business purposes which (i) utilize a minimal portion, no more than 200 sq. ft., of the home and/or garage; (ii) do not result in shipping or receiving, except by USPS, UPS, FedEx or similar carriers, to or from the home; and (iii) do not otherwise violate City zoning laws regarding residential uses.

11.5. Plant Unit and Landscaping Requirements. The front yard must be covered with decorative rock over black plastic a minimum of 6mm thick to insure weeds do not grow among the rock and/or grass that shall be maintained to a height of no more than 2" and weed free. A minimum of (10) approved Plant Units must be planted on each Lot and arranged on both sides and ends of the home. There shall be a minimum of 2 Plant Units placed in the front yard portion of the lot and a minimum of 1 tree placed upon the lot. **Although wild flowers are encouraged, they must be placed in a planter and may not consist of more than 6 sq. ft. of the entire landscaping.** The Owner will be responsible for maintenance of said Plant Units and shall replace any portion thereof in need of replacement within twenty (20) days of written notice from the Association or City. Thereafter, the Association may arrange and contract for the maintenance or replacement of the Plant Unit and the cost thereof shall become a Special Assessment to that Owner.

11.6. Address Numbers. Address numbers are required to be posted at each residence. They shall be at least four (4) inches in height and visible from the street.

11.7. Snow Removal & Seasonal Parking. The owner, occupant, tenant or person having the care of any building or lot or parcel of land bordering on any street, avenue, alley, square or other public place within the Association shall at all times keep the sidewalks, curbs, and ramps leading into crosswalks abutting upon or adjacent to the lot or lots owned or occupied by them free and clear of snow, ice, dirt or other obstruction. Any such owner or occupant who fails to remove the snow, ice, dirt or other obstruction from the sidewalks within twenty four (24) hours after the accumulation of snow and ice shall be in violation of Association Rules. The removal of snow and ice shall mean free of snow and ice for the entire constructed width and length of the sidewalk. The accumulation may be from any source, including snow plows, traffic, precipitation, or drifting. No person shall park, or permit to be parked, on any street between ~~midnight and 7:00 A.M.~~ **11:00 p.m. and 5:00 a.m.**, from November 1 to April 1, any vehicle owned or controlled by that person during any recordable snowfall. Any vehicle parked on Common Areas, which shall include all streets within the Association during this time, shall be in violation of Association Rules and subject vehicle shall be removed at vehicle owner's expense.

11.8. Animals. No animals, livestock, horses, birds, or poultry of any kind shall be raised, bred or kept on or within any Lot or structure on a Lot except that a Owner may keep one dog and/or one cat or other household pet, up to a combination not to exceed two (2) pets, in the home or with in the enclosed area of the Lot. Additional pets are prohibited. The foregoing restriction does not apply to fish kept in an indoor aquarium or to assistive animals (confirmed as necessary by a medical professional). No domestic fowl, hogs, pigs or domestic farm animals shall be kept on any of the Lots. Any permitted animal shall be permitted for only so long as they are not kept, bred, or maintained for any commercial purpose and for so long as they do not result in an annoyance or nuisance to other Owners No permitted pets shall be permitted to move about unrestrained in any public or private street within the Property. Each Owner shall be responsible for the immediate removal and disposal of waste or excrement of all the Owner's pets from any area within the Property (including within Owner's enclosed yard). Owners shall be liable for any and all damage or injury caused by their pets. The Board may establish a system of fines or charges for any infraction of the foregoing, and the Board shall be the sole judge for determining whether a pet is a common household pet or whether any pet is an annoyance or nuisance or whether any rule has been broken by an Owner with a pet.

11.9. Driveway and Walkway Requirements. An approved concrete driveway and walkway shall be installed by Owner on every Lot in accordance with the specifications set forth in the Development Standards.

11.10. Fence Requirement. An Approved fence shall be installed by Owner on the perimeter of every Lot in accordance with the specifications set forth in the Development Standards.

11.11. Violation of Law or Insurance. No Owner or Occupant shall permit anything to be done or kept in his Lot or in or upon any Common Areas which will result in the cancellation of insurance thereon or which would be a violation of any law.

11.12. Nuisances. No Owner or Occupant shall permit or suffer anything to be done or kept about or within his Lot, or on or about the Estates, which will obstruct or interfere with the rights of other Owners, Members, Occupants or other authorized Persons to the use and enjoyment of the Common Areas, or annoy them by unreasonable noises or otherwise, nor commit or permit any nuisance or commit or suffer any illegal act to be committed therein. Each Owner and Occupant shall comply with the Association Rules and the requirements of all health authorities and other government authorities having jurisdiction over the Property.

11.13. Air Conditioners. ~~No window or portable air conditioning units shall be installed on a Lot so as to be visible from neighboring property. No heating, cooling, ventilating or air conditioning units or equipment shall be placed on any Lot so as to be visible from neighboring property unless approved by the Board.~~
Evaporative coolers, air conditions, and ducts, may not be installed on any roof, or through any window opening

11.14. Boats and Motor Vehicles. Except as specifically permitted by the Association Rules, (a) no boats, trailers, buses, motor homes, campers, or other recreational vehicles of whatever type (herein Collectively called a "Recreation Vehicle") shall be parked or stored in or upon the Common Areas or upon a Lot except within an enclosed garage as permitted by the Development Standards; (b) no Recreational Vehicle shall be repaired or rebuilt in any Lot or upon the Common Areas; and (c) no Recreational Vehicle shall be parked on the Public Roads to exceed a temporary consecutive 72 hour period. The Association may remove, or cause to be removed, any unauthorized vehicle at the expense of the owner thereof in any manner consistent with law. Snowmobiles, off-road motorcycles and all-terrain vehicles or similar vehicles are prohibited and may not be used or operated within West Village Estates, except that any such vehicle lawfully licensed for use on public roadways may be used for the strictly limited purpose of ingress and egress to a Lot; provided, however that any such vehicle may be trailered to or from a Lot, or parked or stored in or upon a Lot within an enclosed area, in accordance with the Association Rules or the Development Standards. No disabled motor vehicle, which is under repair or not in operating condition, shall be placed or permitted to remain on the street or any common area. Any registered disabled vehicle, which is under repair or not in operating condition, of any Owner or Occupant, shall only be stored within the Garage of said Owner or Occupant's Lot. **No business vehicles shall be parked in the neighborhood, except during the time a service is being to a homeowner.**

11.15. Horse Trailers. Horse trailers are not permitted within the Estates.

11.16. Lights. No spotlights, flood lights or other high intensity lighting shall be placed

or utilized upon any Lot which, in any manner, will allow light to be directed or reflected on the Common Areas, Public Roads, or any part thereof, or any other Lot, except as may be expressly permitted by the Association Rules or the Development Standards. Reflective material of solar devices or other items need to be properly screened from adjoining properties. No aluminum foil shall be used in windows. **When appropriate members are requested to replace old lighting with low level bulbs or appliances.**

11.17. Sight and Distance at Intersections. No fence, wall, hedge, or shrub planting shall be installed or maintained by any Lot Owner which unreasonably obstructs sight distances on any corner Lot or at the driveway serving any Lot.

11.18. Antennas. No radio, television, or other antennas of any kind or nature, or device for the reception or transmission of radio, microwave or other similar signals, including without limitation, satellite dishes, shall be placed or maintained upon any Lot except as may be permitted by the Association Rules or in accordance with the Development Standards.

11.19. Garbage. No garbage, rubbish, trash or debris shall be kept or maintained in any lot so as to be visible from another Lot or the Common Areas. All garbage shall be kept in closed containers. No incinerators shall be kept or maintained on any Lot. In the case of an Owner who allows trash, garbage, rubbish or debris to accumulate on any Lot, the Association may arrange and contract for the removal and cleanup of the trash, and the cost thereof shall become a Special Assessment to that Owner.

11.20. Mining. No portion of the Property shall be used in any manner to explore for or remove any oil or other hydrocarbons, minerals of any kind, or earth substance of any kind.

11.21. Safe Conditions. Without limiting any other provision in this section, each Owner shall maintain and keep his Lot 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, Members or other persons of their respective Lots or the Common Areas.

11.22. Fires. Other than barbecues in properly constructed barbeque pits or grills in strict compliance with the Association Rules and the Development Standards, or as otherwise expressly permitted in the Association Rules, no open fires **or flames** shall be permitted on the Lots or the Common Areas, nor shall any other similar activity or condition be permitted which would tend to increase the insurance rates for the Common Areas or for other Owners.

11.23. Construction Access. The approved access drive will be the only construction access to any Lot. Construction crews will not park on, or otherwise use, underdeveloped portions of Lots. All construction vehicles shall be placed on the access drive.

11.24. Clothes Drying Areas. Clothes Drying Area shall be permitted upon any enclosed lot provided that no portion of the clothes drying apparatus shall be visible from any street.

11.25. No Further Subdivision; Compounds. No Lot shall be divided or subdivided. An Owner may own more than one Lot which, if contiguous, may be combined into a single homesite with consent of the City and the Design Review committee; provided, however,

IN WITNESS WHEREOF, the Chairman has caused the Amended Declaration to be duly executed as of the first above written.

West Village Estates Homeowners Association, Inc.,
an Arizona Non-Profit Corporation

Scott Jones, Chairman – Board of Directors

STATE OF ARIZONA

ss.

County of Coconino

On this 16th day of December, 2010, before me, the undersigned officer, personally appeared Scott Jones, known to me (or proved to me on the basis of satisfactory evidence) to be the person described and whose name is subscribed to the foregoing instrument, who acknowledged before me that he is the Chairman, Board of Director's of West Village Estates Homeowners Association, Inc., an Arizona Non-Profit Corporation, and that he, in such capacity, being authorized so to do, executed the foregoing instrument, for the purpose therein stated, on behalf of the incorporation, and that the instrument is the act of the incorporation for the purposes therein stated.

IN WITNESS THEREOF, I have hereunto set my hand and official seal.

Notary Public

Notary Seal: