

# **RESTATED RESTRICTIONS AND COVENANTS**

## **SEDONA WEST PROPERTY OWNERS ASSOCIATION, INC.**

(SEDONA WEST AND SEDONA WEST No. 2)

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A. INTRODUCTION

1. These Restated Restrictions and Covenants are intended to supersede and replace all prior restrictions and amendments.
2. The following restrictions and covenants apply to the two areas registered as the “Subdivision Sedona West” and as “Subdivision Sedona West #2”. To avoid repetition the two tracts shall be referred to as “Sedona West”.
3. “Subdivision Sedona West” includes lots numbered from one (1) through two-hundred and thirty-one (231) according to the plat of record (located in Book 7, Page 98) in the office of the Yavapai County Recorder.
4. “Subdivision Sedona West #2” includes lots numbered from two-hundred and thirty two (232) through three-hundred and forty-five (345) according to the plat of record (located in Book 8, Page 84) in the office of the Yavapai County Recorder.
5. The purpose of these restrictions is to assure that all structures, dwellings, or objects built or placed on any lot in Sedona West are compatible with the subdivision and blend into the unique natural environment of the surrounding Sedona area, and that no structure or dwelling is placed on any lot, or any lot is altered in such a way so as to constitute an eyesore or nuisance to the owner of any lot or from any street in the subdivision, reduce overall property values, and that the properties are used in a manner conducive to a viable residential neighborhood.

B. GENERAL RESTRICTIONS

1. The lots in Sedona West shall be known and described as residential lots, and shall be used for no other purpose than for single-family dwellings constructed on-site. No mobile homes, house trailers, or pre-fabricated houses shall be placed in Sedona West, or any part thereof.
2. No structure other than one (1) single-family dwelling with a private garage for not more than three (3) cars, a guest house and servant quarters, shall be placed, erected, or permitted to remain on any of the lots; however, no facilities for the preparation of food shall be provided or permitted in any guest house or servants quarters.
3. Businesses:
  - a. No hotel, store, multifamily dwelling, boarding house, bed and breakfast, guest ranch, place of entertainment, church, business, hospital, sanitarium, or other facility for the care or treatment of the sick or disabled is permitted.
  - b. A home office may be permitted, only if the following requirement is met. The activity must be without disturbance and be invisible to the neighboring properties. There can be no noticeable additional traffic.

- c. Garage sales are permitted but must be limited to no more than four (4) times a year.
4. None of the said lots shall be subdivided and no part of any of the lots shall be sold separate and apart from the remainder thereof, except to an owner of a lot contiguous thereto for annexation to such contiguous lot, in which event the part so annexed shall become part of the lot to which it is annexed, and the enlarged lot shall be regarded as a single lot for all purposes and restrictions set forth in this agreement.
5. An entire lot, together with any improvements, may be rented for a minimum of thirty (30) days by the owner for single-family occupancy, but not otherwise. Any property owner or any agency acting on behalf of a property owner, shall inform a person or persons renting said property of these restrictions and ascertain that they are complied with.
6. No poultry, livestock, aviaries, or exotic animals, other than the usual household pets such as cats, dogs or birds. shall be permitted on any lot.
7. No advertising signs, bill boards, unsightly objects or nuisances, shall be erected, placed, or permitted to remain on any lot, with the exception of ONE “For Rent” sign or ONE “For Sale” or ONE “No Trespassing” sign. Said signs shall not exceed twenty-four (24) inches by twenty-four (24) inches, and the frame of said sign shall not exceed thirty-six (36) inches in height by twenty-six (26) inches in width; nor shall the lots be used or altered in any way or for any purpose which may endanger the health or unreasonably disturb the holder of any other lot.
8. Trash and recycling:
  - a. No rubbish, trash or garbage shall be allowed to accumulate on any lot. Trash and/or trash containers shall not be stored in public view.
  - b. For fire safety and visual impact concerns, any accumulation not removed in a timely manner and after verbal or written notification will be removed by the Association at the expense of the property owner.
  - c. Each owner shall at all times maintain the entire lot free of hazardous growth, deadwood, and other flammable or host materials. Vegetation or shrubs that block a driver’s view should be trimmed.
9. Except for purposes of actual construction upon a lot, no stone, sand, or soil shall be removed from any lot or tract. Unless suitable retaining walls are constructed to support the earth on any lot or tract, the natural angle of repose of the ground shall not be altered by excavation within five (5) feet of any boundary line of any tract or lot by a slope steeper than one and a half (1 ½) feet horizontally to one (1) foot vertically.
10. No derrick, equipment, or other structure designed for use in boring, mining, or quarrying for building stone, oil, natural gas, or precious minerals shall be erected, maintained or permitted.

11. No elevated tanks of any kind shall be erected, placed, or permitted on any lot. Any tanks for use in connection with any residence on the lots shall be buried or kept screened by adequate planting or fences to conceal them from neighboring lots or streets. Storage of any inflammable material shall meet all applicable fire codes.
12. No lot shall be used for vehicular access to any other property, except where the access lot and the other property are of one individual ownership within the subdivision.
13. Off-street parking for owner's and/or inhabitant's vehicles shall be provided and maintained on any lot upon which a dwelling has been constructed. No more than two (2) vehicles shall be parked other than those kept in an enclosed garage or covered area.

Temporary parking (visitor and occasional homeowner use) is permitted on public streets but not to be used as an ongoing alternative to parking on the private property.

14. The following types of vehicles shall not be parked or stored on any lot unless kept in an enclosed garage or otherwise screened from view:
  - a. Any commercial vehicle, motor home, pickup camper, mounted or unmounted.
  - b. Any recreation trailer, boat trailer, hauling trailer, or boat.
  - c. Any heavy equipment, including construction or earth-moving equipment or concrete mixers.
  - d. Any motor vehicle which is under repair or not in operating condition,
15. Owners of lots abutting the subdivision boundary shall either maintain or permit the maintenance of the perimeter fence and shall not damage said fence.
16. Noise which would be a nuisance to neighbors such as continually barking dogs, abnormally loud engine motors, excessively loud music, or any other noise producing sounds shall not be permitted.

C. THE ARCHITECTURAL CONTROL COMMITTEE

1. No grading, construction, alteration, or remodeling of an existing dwelling, or other action that changes the exterior appearance of a dwelling or structure, including painting, shall be started without the prior written approval of the Sedona West Property Owners Association Architectural Committee (hereinafter referred to as the "Committee"). If a property owner makes any changes or alterations as mentioned above without the approval of the Committee, legal action may be initiated to force the owner to restore the property or dwelling to its original state.
2. The Committee shall be composed of not less than three nor more than five members. Said members shall be property owners and residents of the Sedona West Subdivision. In the

absence of two members of the Committee, the President and First Vice-President of the Sedona West Property Owners Association (hereinafter referred to as the “Association”), shall be empowered to act as members of said committee, if called upon to do so.

3. The Directors of the Association, shall have the power at any time, through a duly recorded instrument, to change the membership of the committee, or to appoint a successor in the event of death, incapacity or resignation of a member.
4. The members of the Committee shall not be entitled to any compensation for services performed under this covenant. The Committee shall, however, have the authority to use the services of a registered architect as a consultant, and to levy a charge to the homeowner not to exceed an amount to be annually determined by the Board for each set of plans and specifications submitted to it for approval to defray the fees of the consultant. The consultant shall not have the right to vote in passing upon the plans and specifications.
5. The Committee is granted the power, solely in its descretion, to establish a procedure for the submission of plans for the approval of construction or alteration of an existing structure.
6. The Committee shall have the right to refuse to approve any plans, specifications, or grading plan, which are not suitable , or desirable, in its opinion, for aesthetic or other reasons. And in so passing on such plans, specifications, or grading plans, and without any limitation on the foregoing, the Committee shall have the right to take into consideration the suitability of the proposed building or other structure, of any materials of which it is to be built, the site on which it is proposed to be erected, the harmony thereof with the surroundings and the affect of the building or structure as planned, on the outlook from the adjacent or neighboring property.
7. All decisions of the Committee shall be final. The Committee shall not be liable for damages to anyone submitting plans for approval or making other requests of the Committee, nor to any owner, lessee, sub-lessee, or occupant of any lots by reason of mistake in judgement, negligence, or nonfeasance of itself, its agents, or its employees arising out of or in connection with the approval or disapproval, or failure to approve, of any plans or requests. The Committee shall not be responsible for any defects in the plans or specifications, or any structures or buildings erected according to said plans and specifications, or any changes in drainage therefrom.
8. The building of any structure, or any improvement or alteration of an existing structure, or a threat to build any structure or make any improvement or alteration to an existing structure pursuant to these restrictions at variance from any plans approved by the Committee, and/or building any structure or any other improvement or alteration of any existing structure pursuant to these restrictions without submitting and receiving approval of these plans by the Committee, and/or proceeding to build or place improvements on the property after said plans have been rejected by the Committee shall constitute a breach of these covenants of restrictions.

D. NEW CONSTRUCTION, ALTERATION OF EXISTING BUILDINGS AND GRADING

1. Plans, specifications, and site plans for any improvement constructed on any lot shall be submitted in duplicate to the chairman of the Committee, and one copy of each as finally approved shall be stored for a reasonable period of time at the discretion to the Committee.
2. Specifications shall include full description of all exterior finishes, including materials and color, for roofs, building exteriors, fences and walls. Light and reflective roofs will not be allowed.
3. No site preparation (except for soil percolation testing) including grading, trenching, and the construction of any driveway or roadway, shall commence until the plans, specifications, and site plans for the proposed construction have been submitted to and approved by the Committee.
4. All additions, changes, or alterations on any lot, or to any building, roof, structure, fence or wall, including exterior color scheme, shall be subject to prior approval of the Committee. (“Structure” includes satellite antennas, solar collectors, flagpoles, ‘ham’ radio antennas, swimming pools, etc). Existing garages or carports shall only be converted to livable floor space provided that alternative off-street covered parking is provided on the lot.
5. Plans shall consist of complete floor plans and elevations of all sides of the proposed structure, and shall be completely dimensioned. The area in square feet of the total enclosed living space shall be shown. Site plans shall include contours at a minimum of two foot intervals, and shall show the placement of the building on the lot, all grading proposals, dimensions from lot boundaries of all construction, and details of all retaining wall or other devices where grading is required. Said site plans shall include a certified plat by a licensed land surveyor to demonstrate that the site plan conforms to the recorded description of the lot. This requirement may be waived if, in the opinion of the Committee, the lot is laid out in a simple rectangular or square manner, or if the original lot corner stakes can be found. Where lot corners are not common with the boundaries of adjacent lots, such waivers will not be granted.
6. The area of the enclosed living space, excluding patios, porches, and an attached garage, shall not be less than one-thousand four-hundred (1,400) square feet.
7. The plans submitted shall show a section through the building across the contours, showing the relation of the building to the natural grade. On a lot sloping up from the street, the main or upper floor level shall not be higher than eighteen inches above the natural grade measured at the point where the footprint of the building contacts the highest part of the natural grade. To comply with this requirement, the site plan shall show contour lines so spaced as to show the natural grade with respect to the building.
8. Two-level homes will not be allowed except when architecturally permitted by a steeply sloping lot, in which case, the Committee may approve a home with two levels. When the lot slopes downward from street level, the upper floor level cannot be higher than one foot

above street level measured directly from in front of the proposed house. For a lot sloping upward from the street, Section D7 shall apply. Under no circumstances will a house with more than two (2) levels be approved.

9. The maximum height of the structure shall be evaluated by the Committee, and must be compatible with the aesthetics of the site, its surrounding homes and property, and the submitted plans. In no case can the City of Sedona height restrictions be exceeded.
10. Roofs of more that five (5) in twelve (12) pitch will not be approved unless it can be demonstrated to the Committee that the exception will not adversely affect nearby residents.
11. Houses not compatible with the subdivision and/or the landscape, such as A-frames, log cabins, geodesic domes, hemispherical, etc. shall not be approved.
12. All construction shall conform to State, County and City codes.
13. All dwellings upon which construction has started shall be completed one hundred and eighty (180) days after the date that construction has commenced. Plans which have not been executed within one year of the date of approval by the Committee shall be resubmitted before construction can be started. Extenuating circumstances will be considered.

E. MODIFICATION, WAIVER AND INVALIDATION OF RESTRICTIONS

1. The aforesaid provisions, restrictions and covenants, and each and all thereof, shall run with the land and every part thereof, and shall be binding on all parties and all persons claiming under them commencing on the date of recording of this instrument. At any time, these restrictions may be modified by written agreement executed by the then record owners of more that one-half of the lots of the Sedona West Subdivision, further described above, revising said restrictions in whole or part.
2. Failure to enforce any of these restrictions, rights, reservations, limitations, covenants, and conditions contained herein shall not, in any event, be construed or held to be a waiver thereof or consent to any further or succeeding breach or violation. Upon the breach or threatened breach of said covenants of restrictions or any of them, anyone owning property in this subdivision, or a designated agent of a property owner, may bring an appropriate action in the proper court to enjoin or restrain said violation, or to compel compliance with the said covenants of restrictions herein contained, or to collect damages or other dues on account thereof.
3. Invalidation of any of these restrictions by judgement of Court order shall in no way affect any of the other provisions which shall remain in full force and effect.
4. All of the previous declarations of restrictions and amendments thereto set forth above are hereby superseded by these restrictions as of the day of recording of this document.