

**AMENDED AND RESTATED AMENDMENT TO PROTECTIVE COVENANTS  
AND DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
CHULA VISTA  
Cochise County, Arizona**

**RECITALS**

A. Declarant is the owner of real property located in Cochise County/Arizona described on Exhibit "A" attached hereto known as Chula Vista (the "Property").

B. Declarant wishes to develop the Property as a residential community subject to the covenants, restrictions, uses limitations and obligations hereafter stated all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property.

C. This Declaration amends the Protective Covenants as set forth herein and all other terms of the Protective Covenants not modified by this Declaration shall remain in effect.

**AGREEMENT**

NOW THEREFORE the Declarant, being the owner of the certain real property known as Chula Vista, located in Cochise County, Arizona, more particularly described on Exhibit "A" attached hereto and consisting of twenty-one (21) parcels ("Parcel" or "Parcels"), does hereby establish a general plan for the improvement and development of the Property and does hereby declare that the Property and each of the Parcels therein are and will be held, sold and, conveyed subject to the following covenants, conditions and restrictions. Each and everyone of said covenants, conditions and restrictions is and all are for the benefit of each Owner of real property in said Property or any interest therein, and shall inure to and pass with each and every Parcel of said subdivision and shall bind the respective successors interest of the present Owner or Owners thereof. Said covenants, conditions and restrictions are and each thereof is imposed upon said parcels, all of which are to be construed as restrictive covenants running with the title to said Parcels and with each and every parcel thereof.

**ARTICLE 1  
ASSOCIATION**

1.1 Declarant may form, under the laws of the State of Arizona, a non-profit homeowner's corporation, referred to herein as the Association. Declarant may convey the Common Easements, if any including streets and easements located within the subdivision to the Association at the time the plat of this subdivision is recorded. Declarant may at Declarant's sole option at anytime hereafter convey or otherwise transfer to the Association all or any part of the Property described in this Declaration and any Improvements situated thereon and assign or otherwise transfer to the Association all or any number of the rights, powers and duties retained by Declarant under this Declaration. Upon such assignment or other transfer, it shall be the responsibility of the Association to exercise said rights and powers and perform said duties to further the purposes for which the Association is organized. In addition, the Association shall accept the responsibilities set forth in the Dedication of the plat of the Property.

1.2 Said Association may be formed for the general purpose of ownership of the Common Easements, private streets and privacy gates, easements and for providing for maintenance, preservation and architectural control of the property of the Owners and the Association, and promoting the health, safety and welfare of the Owners and shall be responsible for the:

- (a) Exercise and performance of the rights, powers, and duties assigned to it by Declarant and granted to it by the Article of Incorporation of the Association;
- (b) Maintenance repair and replacement of all Common Easements, privacy gates, if any, private streets and roads located within the Property and roads providing access to the Property which any governmental entity is obligated to maintain;
- (c) Operation maintenance (including landscaping where appropriate), repair and replacement of all private streets, privacy gates, street signs, monuments, walls and all other Improvements whether constructed by Declarant or the Association, located in or on the rights-of-way, the easements provided for in Article IV or on other portions of the Property conveyed to the Association;
- (d) Acquisition of such liability insurance as the Association deems necessary to protect the Members and the Board of Directors of the Association from any liability from occurrences or happenings on or about those portions of the Property maintained by the Association (including, but not limited to, errors and omissions insurance for the Board of Directors of the Association);
- (e) Payment for all utilities and all real estate taxes and assessments on property owned or operated by the Association;

(f) Hiring, firing, supervising and paying necessary employees and personnel including but not limited to security guards, workmen, landscapers, attorneys, accountants, architects and contractors to carry out the obligations set forth herein;

(g) Assessment and collection of funds required to accomplish the objectives and perform the duties and obligations of the Association set forth herein.

1.3 Each Owner as defined by this Declaration shall automatically become a Member of the Association, provided however, that the Board of Directors of the Association may establish reasonable additional requirements for maintaining such membership. Where Owner as defined by this Declaration includes more than one person or entity, such persons shall be deemed one Member and each Member shall be entitled to one vote. Where reference is made herein to the number of Owners or Members entitled to vote or take some other action, it shall mean the total number, at any particular time, of qualifying Owners or Members due to ownership of Parcels or Lots in Chula Vista Parcels 1 through 21, inclusive.

1.4 Except as provided for in Section 1.8 the Owner of every Parcel or Lot within the Property bound by this Declaration covenants and agrees to pay to the Association within twenty (20) days from receipt of an invoice, a sum equal to the total of the following (hereinafter called "Assessment"):

(a) The pro rata share of the actual costs and expenses to the Association of performing the responsibility duties and obligations set forth in Section 3.1;

(b) The pro rata share of the estimated future costs and expenses to the Association of performing the responsibilities duties, and obligations set forth in Section 3.1 which the Association determines shall be necessary to collect in advance and which are not covered by funds theretofore collected and reserved for such purposes;

(c) The proration of the total of such costs and expenses shall be made on the basis that each Parcel will bear an equal share of such charges; and

(d) Invoices for-payment of any and all assessments may be submitted semi-annually or at any other interval as may be fixed by the Association. The assessment for Year 2000 shall not exceed \$300 per Parcel. Said assessment shall not be increased more than five percent (5%) per annum without the vote of a majority of the Members.

1.5 Each Parcel Owner's share of all assessments, that a flat fee of **\$25.00** per month that an installment is late and the Association's cost and reasonable attorney's fees, shall be the personal obligation of the Owner (provided that an Owner shall have no personal liability for assessments becoming due before or after his ownership of a Parcel) and regardless of an Owners' personal liability therefore, shall be a continuing lien on each respective Parcel until paid.

1.6 The Association shall have the right to maintain an action at law against any Owner personally liable for payment of an assessment and/or to foreclose its lien in the manner provided for foreclosure of mortgages. No Owner shall have the right to except himself or his property from liability for any assessments by abandonment or non-use of his Parcel or of any portions of the Property maintained by the Association. In an action by the Association to collect any assessments or to enforce any of the provisions of these Declarations, an Owner's dissatisfaction with the management and operation of the Property by the Association shall not constitute a defense to the Association's claim.

1.7 The lien for such assessments shall be subordinate to the lien of any mortgage or deed of trust made in good faith for value covering the same property or a portion of the same property against which said assessment or assessments are made, which mortgage or deed of trust is recorded prior to recordation of the claim for such assessments, but the lien of such assessments shall be binding and effective against any party who owns the property during the period for which such an assessment is made even though the title of such party is acquired through foreclosure, forfeiture, trustee's sale or otherwise.

1.8 Anything, contained in this Declaration to the contrary, notwithstanding, Declarant shall have no obligation to pay to the Association its pro rata share of any costs and expenses incurred during the years 2000 through 2005. Any Parcels owned by Declarant shall be subject to assessment commencing with the year 2005, provided however, if Declarant has withdrawn certain Parcels from the market and returned them to ranch use, Declarant shall only be responsible to pay one (1) assessment for all Parcels used for ranch use, which shall for these purposes, be treated as one larger Parcel.

## **ARTICLE II EASEMENTS**

2.1 Every member and any person residing with such member shall have the right and easement of enjoyment in and to the common easements, which right shall be appurtenant to and shall pass with the title to every parcel, subject to the following provisions:

2.2 There is hereby created an easement upon, across, upon and under the Common Easements and the Parcels for reasonable ingress, egress, installation replacing, repairing or maintaining of all utilities including, but not limited to, gas water, sewer telephone, cable television, and electricity. By virtue of this easement it shall be expressly permissible for the providing utility company to erect and maintain the necessary equipment on the common easements or parcels.

2.3 Declarant shall have the right and an easement on and over the Common Easements to construct all Improvements Declarant may deem necessary and to use the Common Easements and any Parcels and other property owned by Declarant for construction or renovation related purposes.

2.4 Declarant shall have the right and an easement upon, over, and through the Common Easements as may be reasonably necessary for the purpose of discharging its obligations and exercising the rights granted to or reserved by this Declaration.

2.5 The parcels are hereby made subject to the following easement in favor of the Association and its Directors, officers, agents, employees and independent contractors:

- (a) For inspection maintenance, repair and replacement of the Common Easements accessible only from such parcels;
- (b) For correction of emergency conditions in one or more of the parcels;
- (c) For the purpose of enabling the Association to exercise and discharge its respective rights, powers, and duties under this Declaration; and
- (d) For inspection of the parcels in order to verify that the provisions of this Declaration are being complied with by the Owners, their guest, tenants, invitees and the other occupants of the parcel.

**ARTICLE III  
MAINTENANCE**

3.1 The Association, or its duly delegated representative, shall manage, maintain, and repair the jointly-used roads within the Property and any road providing access to the Property and the Common Easements, except the Association shall not maintain areas which any governmental entity is obligated to maintain.

3.2 The Association shall be the sole judge as to the appropriate maintenance of all Common Easements and other properties maintained by the Association. Any cooperative action necessary or appropriate to the proper maintenance and upkeep of said properties shall be taken by the Association or by its duly delegated representative. The Association shall be responsible for control and maintenance of the Common Easements.

3.3 Each Owner of a parcel shall be responsible for maintaining, repairing or replacing his/her parcel, and all buildings, residential units, landscaping or other improvements situated thereon, except for any portion of the parcel which is a Common Easement. All buildings, residential units, landscaping, and other Improvements, shall at all times be kept in good condition and repair. All grass, hedges, shrubs, vines and plants of any type on a parcel shall be irrigated, mowed, trimmed and cut at regular intervals so as to be maintained in a neat and attractive manner. All areas which have been graded or disturbed and upon which no landscaping or improvements have been constructed shall be maintained in a weed free and attractive manner.

3.4 In the event that the need for maintenance or repair of a Common Easement is caused through the willful or negligent act of any Member, his/her family, tenants, guests or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Member and the Member's Parcel is subject and shall be secured by an assessment lien as provided in Section 1.5. Any charges of fees paid by the Owner of a Parcel pursuant to this section in connection with a contract entered into by the Association with an Owner for the performance of an Owner's maintenance responsibilities shall also become a part of such assessment and shall be secured by an assessment lien as provided in Section I .5.

3.5 In event any portion of any Parcel is so maintained as to present a public or private nuisance, or as to substantially detract from the appearance or quality of the surrounding Parcel, or other areas of the property which are substantially affected thereby or related thereto, or in the event any portion of a Parcel is being used in a manner which violates this Declaration, or in the event the Owner of any Parcel is failing to perform any of his/her obligations under this Declaration, the Association may make a finding to such effect, specifying the particular condition or conditions which exist and, pursuant thereof

give notice thereof to the offending Owner that, unless corrective action is taken within fourteen (14) days the Association may cause such action to be taken at said Owner's cost. If, at the expiration of said fourteen-day period of time, the requisite corrective action has not been taken the Association shall be authorized and empowered to cause such action to be taken and the cost thereof shall be added to and become a part of the assessment to which the offending Owner and the Owner's Parcel is subject and shall be secured by an assessment lien as provided in Section 1.5.

**ARTICLE IV  
ENFORCEMENT AND AMENDMENT**

4.1 These covenants conditions and restrictions shall be covenants running with the land and the breach of any thereof or the continuance of any such breach may be enjoined or remedied by appropriate proceedings at law or in equity by the Declarant, the Association, or by any Owner of any property for whose benefit these restrictions have been established, but by no other person.

4.2 An Owner of any Parcel who permits the breach of any of these covenants, conditions, and restrictions by persons over whom he or she exercises either direct or indirect control shall be given written notice, by first class mail sent to his last known address or by personal service, to remedy said breach within ten (10) days from mailing or service. If such breach is not remedied as provided, a Notice of Violation of Covenants may be recorded in the office of the County Recorder, Cochise County, Arizona, which shall be removed subsequent to compliance or the appropriate legal action, may be taken. This Notice, if recorded, may constitute an exception to the title to the property which may affect the Owner's ability to convey marketable title to said property. Nothing in this section shall be construed to limit any other remedy available in law or equity for breach of these covenants.

4.3 The breach of any of the foregoing covenants, conditions, and restrictions shall not affect or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any Parcel or Parcels or portions of Parcels in said property, but said covenants, conditions, and restrictions shall be binding upon and effective against any party acquiring title to any such property, whose title thereto or whose Declarant's title is or was acquired by foreclosure, trustee's sale or otherwise.

4.4 In the event Declarant incurs attorney's fees for any reason, court-costs or other expenses in enforcing Declarant's rights under this Declaration, said costs and expenses shall be paid by the Owner, trustee, or Owner of interest in any of the property herein above described committing or permitting the breach giving rise to such costs and expenses, and the Declarant shall have a lien upon such Parcel or Parcels to secure payment of all such amounts.

4.5 No delay or omission on the part of the Declarant or the Owner of other Parcels in said property in exercising any right, power, or remedy herein provided shall be construed as a waiver thereof or acquiescence in any breach hereof; and no right of action shall accrue nor shall any action be brought or maintained by anyone on account of any breach hereof or for imposing restrictions herein which may be unenforceable.

4.6 Any or all of the covenants, conditions, and restrictions herein, are subject to waiver by the Declarant and any such waiver may apply at the option of the Declarant to less than all of the Parcels without waiver of such covenants, conditions and restrictions and to any other Parcel or Parcels.



4.7 Declarant shall have the right from time to time, to make any changes it desires in the Protective Covenants and the covenants, conditions, and restrictions which it deems beneficial to the Owners of the majority of the Parcels bound by them until such time as the Declarant has transferred eighty percent (80%) of the Parcels. Thereafter, sixty percent (60%) of the holders of record title to the Parcels subject to this Declaration. shall have the right from time to time to amend these covenants, conditions, and restrictions.

4.8 In the event that any one or more of the covenants, conditions, and restrictions herein set forth and contained or any changes made therein shall be declared for any reason, by any court of competent jurisdiction, to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate or nullify any of said covenants, conditions and restrictions not so expressly held to be void, but all the remaining covenants, conditions and restrictions not so declared to be void shall continue unimpaired and in full force and effect.

**ARTICLE V**  
**TERMINATION OF DECLARATION**

5.1 All of the covenants, conditions and restrictions contained herein shall continue and remain in full force and effect at all times as against the Owner of any portion of said property, however his title thereto may be acquired until the commencement of this calendar year 2020, and shall be automatically continued thereafter for successive periods of ten (10) years each; provided, the Owners of a majority of the Parcels subject to these restrictions may, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and recording the same at any time at least one year prior to January 1,2020, release all of the property subject to these restrictions from said restrictions said release to be effective January 2, 2020. During each successive ten year period after January 1, 2020 a majority of the Owners shall have the same power to release said restrictions as to any property then covered by said restrictions; by executing, acknowledging and recording an appropriate agreement or agreements at least one year prior to expiration of said ten-year period, said release to be effective at expiration of ten year period.

**ARTICLE VI  
DEFINITIONS**

6.1 "Articles of Incorporation" shall mean the Articles of Incorporation of the Association.

6.2 "Assessment" shall mean the sum the owner of every parcel or lot within the Property bound by this declaration covenants and agrees to pay to the Association pursuant to Article I.

6.3 "Association" shall mean Chula Vista Homeowner's Association, a non-profit corporation of the State of Arizona which has been or shall be formed by the Declarant

6.4 "By-laws" shall mean the By-Laws of the Association duly adopted by the Board of the Association.

6.5 "Common Easements" shall mean those private street easements designated on the plat recorded at Book 15 Record of Surveys at page 19-19 A, in the Office of the County Recorder, Cochise County Arizona.

6.6 "Declarant" shall mean Fidelity National Title Agency Inc. (or a successor trustee), as Trustee under Trust No. 10979 and the beneficiaries under said Trust, together with each of their successors or assigns in the ownership of the Property. The term "successors or assigns" as used in this section shall not be deemed to mean individual Parcel Owners who purchased individual parcels or an interest therein but only a person or entity that succeed to substantially *all* of the ownership of the Declarant. Should Trust No. 10979 terminate and should legal title to the property described herein above be vested in the beneficiaries of said Trust No.10979 reference to "Declarant" herein shall mean-the-beneficiaries of Trust No. 10979 together with each of their successors or assigns.

6.7 "Improvement" or "Improvement." shall mean any and all alterations of the land, other than interior modifications of existing structures, including but not limited to structures, buildings, outbuildings, ramadas, garages, guest houses, storage sheds, playhouses, servants' quarters, swimming pool, satellite dish antennae, tennis courts, walls, fencing, landscaping, driveways, ranch improvements and private roads, whether intended to be temporary or permanent. It shall also include all acts done to exterior, including changes in color, whether for maintenance, repair or alterations.

6.8 "Member" shall mean a person or entity entitled to hold membership in the Association.

6.9 "Mortgage" shall include mortgages, deeds of trust and recorded contracts for sale of real estate wherein the purchases is entitled to possession of the subject property, and the term "Mortgagee" shall include mortgagees, beneficiaries under deeds of trust and holders of vendor's interests in recorded contracts for sale of real estate wherein the purchases is entitled to possession of the subject property.

6.10 "Owner" shall mean the holder of record title to each Parcel or Lot. The term "Owner" also shall be deemed to include a contract purchaser who is entitled to possession of a parcel or Lot under the terms of a recorded Contract for Sale of Real Estate and shall exclude the holders of the vendor's interest in such a Contract.

6.11 If a Parcel is subsequently split into one or more Lots, each Lot shall be subject to one (1) assessment. Each property owner in the Chula Vista HOA shall have one (1) vote for each nine (9) acres of property owned.

6.12 "Parcel" shall mean a Parcel consisting of approximately thirty six (36) acres as shown by the number on the recorded map.

6.13 "Property" shall mean the real property heretofore described and such additional property as may hereafter be declared subject to these covenants, conditions and restrictions and be brought within the jurisdiction of this Declaration.

6.14 A Lot shall consist of a minimum nine (9) acre split of a Parcel.

6.15 A split or subdivision of a Parcel means a division of the parcel for a change in ownership or residential use (including, but not limited to, rentals).

## **PROTECTIVE COVENANTS**

Lots 1 through 21 of Book 15, Record of Surveys at Page 19, located in the Cochise County Records Office'; being portions of Sections 14, 15 22 and 23, of Township 20 South, Range 19 East ,Cochise County, Arizona (hereinafter referred to as the "Property"):

1. The native vegetation on the Property subject hereto shall not be destroyed or removed from said property except to the extent as may be necessary for structures permitted under paragraph B herein, orchards and gardens and the construction and maintenance of any easements created for the benefit of both public and private utilities and all Owners of property for whose benefit these covenants also run; and for the construction and maintenance of driveways ,dwellings, yards, garages, and other outbuildings to said dwellings.

2. No improvement or structure whatsoever other than first class site built private dwelling, house, patio walls and customary outbuildings, garages, carports or guest houses may be erected, placed or maintained on any Property subject to these restrictions. It is understood that for clarity, this paragraph shall exclude the use of the following types of structure: manufactured homes, modular homes, mobile homes, trailers, "A" frame homes, Geodesic dome homes or any other "nontraditional" home(s) or facades. This restriction is not intended to exclude homes build of nontraditional building materials such as adobe, rammed earth, or straw bales.

3. No person may interfere with the established drainage pattern or the natural flow of water over any lot. Any and all construction in any floodplain shall comply with any applicable governmental rules, regulations, ordinances and statutes. Any such construction shall not adversely affect downstream properties. Owners shall be solely responsible for obtaining any necessary engineering studies and reports as well as any and all required permits from the appropriate government agencies.

4. Animals may be peacefully maintained in reasonable number in order to avoid overgrazing and maintain a good sod and/or grass cover so as to preserve the existing native grass condition. Owner's may keep up to six (6) horses or stock animals, so long as manure is removed on a regular basis. Owners must take appropriate measures to insure that insects do not become a nuisance. The boarding of horses is strictly prohibited. Dogs, cats and other domestic animals may be kept in reasonable numbers and must not constitute a nuisance.

A. Not more than twelve (12) each of poultry rabbits or other small animals may be maintained on an owner's property. The raising for commercial purposes of poultry, rabbits or other small animals is strictly prohibited. All animals must remain on the property and shall not be permitted to trespass.

B. The Chula Vista Homeowners Association may adopt reasonable rules and regulations to these Protective Covenants regarding the maintenance of stock and domestic animals, including but not limited to, requiring Owners to submit to the Arizona Department of Agriculture documentation proving ownership.

C. Stables, corrals, and arenas erected to contain livestock shall be placed no less than one hundred fifty (150) feet from any property line. Fencing for livestock areas shall be of pipe, rail or no less than 4 strands of barbed wire on metal "T" posts.

5. All improvements of every kind, except as noted in 4C shall be set back from any and all property line(s) of the property on which they are located not less than one hundred (100) feet; however perimeter fencing may be on the property line.

Notwithstanding anything herein to the contrary, no fence or other obstruction or device shall be erected or maintained in such a way as to close or obstruct any easement for ingress, egress or public or private utilities which is legally usable and which is established for the benefit of public or private utilities or of any easement from adjoining or contiguous easements.

6. No portion of the Property shall be used in whole or in part for the storage or dumping of rubbish of any character whatsoever nor for the storage of any property or thing that will cause the Property to appear unclean or untidy or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon the Property that will emit foul odors or might unreasonably disturb the peace, quiet comfort or serenity of the occupants of the surrounding property. Incinerators are strictly prohibited.

7a. No automobiles, trucks, recreational vehicles, motor homes, travel trailers, trailers, camper shells, detached campers, boat trailers or other similar equipment or vehicle(s) may be parked on easements utilized for ingress and egress (herein referred to as "roads"). Operating vehicles with current registration shall be parked in driveways or garages. Any vehicle being reconstructed or repaired must be in a garage or carport reasonably out of view of adjacent properties and/or situated as not to create an eyesore or be considered esthetically unacceptable.

7b. Motorbikes, motorcycles, three wheeled and four wheeled motorbikes, or like vehicles such as lawn and garden tractors which are not required to be registered, are allowed to be operated on the property for the purposes of hauling yard debris, equipment, personnel, conducting general maintenance of lawns structures and property and recreational purposes within reason and in such a manner as not to create unreasonable amounts of dust or might unreasonably disturb the peace, quiet, comfort or serenity of the occupants of the surrounding properties.

8. No mobile home or trailer shall be permitted on the Property, except, if permitted by zoning, such mobile home or trailer is used as temporary residence or otherwise during the building of a permanent home as described above, no longer than twelve (12) months from the day that the construction begins of said permanent home. Home Owners may apply for a variance, if necessary, due to delays in construction.

9. Antennas shall be roof mounted and may not exceed the dwelling roof line height by more than four (4) feet. Satellite dishes, greater than one and one half feet in diameter, must be fully screened from the view of adjacent lots and roads.

10. Exterior lighting shall not shine on, or at other residences and all amplified sound(s) shall be limited so as not to create a nuisance.

11. Utility services including, but not limited to, electricity and phone shall be underground except to the extent that they may be installed above ground by the makers of these Protective Covenants. Generators used as a permanent source of power shall be housed in a permanent outbuilding so as to decrease noise levels,

12. Windmills shall be permitted only for the personal generation of power or water.

13. Firearms shall be strictly controlled so as not to endanger humans, animals, or property and shall at all times be lawfully used.

14. It is acknowledged by the subsequent owners of Lots 1-21 of Chula Vista that the perimeter barbed wire fencing is the private property of the Martin Cattle Company (or its successors in interest) and that it is a critical function of the business of said owner to maintain a stock tight fence for the proper rotation and maintenance of owner's cattle. If any subsequent lot owner is aware of any damage to the perimeter fence it should be reported immediately to the Martin Cattle Company (Rain Valley Ranch c/o Scott Martin 520-456-9047). Prior to any subsequent lot owner attaching any new fence to the existing fence, written permission shall be obtained from Martin Cattle Company. Any subsequent lot owner who desires his property to be free of cattle shall be required to properly fence his property as noted elsewhere in this document.

15. An owner or occupant residing in a dwelling unit may operate a "home occupation" provided that the home occupation is conducted wholly within the private confines of the home and further provided that a) the existence of the business activity is not apparent from the outside of the dwelling unit and there is no sound or smell emanating there from; b) the business activity conforms with all zoning and permitting requirements; c) the business activity is consistent with the residential character of the property and does not constitute a nuisance or a hazard.

16. Commercial business or uses, including but not limited to mining, sand and gravel extraction and farming of the property, except as may be expressly permitted herein, are prohibited. For clarity, irrigation of crops as noted in the 1980 Ground Water Management Act (as may be amended) from an exempt domestic well is permitted.

17. Each owner has the right to lease or rent his/her dwelling unit. However, all leases must be in writing and must provide that the tenant or lessee will abide by the restrictions herein contained or as may be amended. All leases must be for a term of one month or longer. The Owner, or Owner's rental agent will provide the Association with the name(s), telephone number, number of people in residence, the number of pets, and any other information reasonably desired by the Association concerning the tenant or lessee. The owner or owner's rental agent shall provide each tenant or lessee with copies of these Protective Covenants, as may be amended

18. Each owner shall promptly notify the Association of any sale or transfer of his/her property and will provide the Association with the name and address of the subsequent owner and any other information which is reasonably required by the Association.

19. The Property shall be subject to easements for ingress and egress over portions of the Property, which easements shall be named at the sole discretion of the Owner creating these restrictions and noted on the recorded plat.

20. A minimum lot size of 9.00 acres is hereby created. No home or other structures intended to be inhabited shall be permitted on any lot, or portion thereof, which is less than 9.00 acres in size. All other uses, as may be regulated by these Protective Covenants, shall be permitted unless expressly prohibited herein.

21. These Protective Covenants shall be covenants running with the land, and their breach may be enjoined or remedied by appropriate proceedings by any Owner of land within the Property for whose benefit these Protective Covenants exist or by the Association.

22. If counsel is employed to enforce any of the foregoing provisions, conditions, restrictions, or covenants, and if a court finds that a violation of these Protective Covenants has occurred, then all costs incurred in enforcing these Protective Covenants, including costs and a reasonable fee for counsel shall be paid by the violator.

23. If a court of competent jurisdiction makes a final determination that any term or provision of these Protective Covenants is invalid or unenforceable, all other terms and provisions shall remain in full force and effect, and the invalid or unenforceable term or provision shall be deemed replaced by a term or provision that is valid and enforceable and comes closest to expressing the intention of the invalid term or provision.

24. All or any of the Protective Covenants provided for herein may be removed or modified upon an affirmative vote of Owners of 60% of the acreage for whose benefit these Protective Covenants exist.



25. Moreover, notwithstanding anything herein to the contrary, if any portion of the Property is rezoned by the governing authority, then to the extent said new zoning allows uses or activities inconsistent with these Protective Covenants then these Protective Covenants shall, to the extent of said inconsistencies only, be no longer binding as to that portion of property only; provided always that in no event, regardless of zoning, shall mobile homes or trailers be permitted on the Property as a residence, except as may be permitted in paragraph 8 hereof.

26. Failure to enforce any provision of these Protective Covenants will not constitute a waiver of said Covenants or the right to enforce the Covenants either as to past or future violations,