

# DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS

That RIEDEL HOLDINGS, L.L.C., an Arizona LIMITED LIABILITY COMPANY, as Owner of the following described property:

Lots 1 through 113, Las Quintas de San Luis 2 Subdivision, according to Book \_\_\_ of plats, page \_\_\_, records of Yuma County, Arizona.

Hereby declares the following restrictions shall apply to all of the properties described above and that all conveyance of said Lots hereafter made shall be subject to the following covenants, stipulations and restrictions.

1. No Lot or portion thereof shall be used for other than residential purposes.
2. All building setbacks shall be in accordance with current City zoning regulations.
3. None of said Lots shall be re-subdivided into smaller Lots nor conveyed in less than the original full dimensions of such Lots as shown on the plat of said subdivision, provided however, that this restriction shall not prevent the conveyance of a part of a Lot to an adjacent owner, but such conveyance shall not constitute more than one half of the original Lot. The minimum lot size shall remain 6000 square feet.
4. None of said Lots shall be used for residential purposes prior to the installation in said residence of water and flush toilets, and all bathrooms, toilets or sanitary conveniences shall be inside the building permitted hereunder.
5. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition, and at a distance no closer than 12 feet to any side line, or 30 feet to any street line.
6. No noxious or offensive activity shall be carried on or upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No commercial poultry or livestock shall be kept on any Lot. The usual household pets may be kept. No cows, horses, rabbits, poultry or any domestic livestock or fowl shall be kept on any Lot at any time.

7. No house trailer, tent, shack or similar structure of any temporary nature, shall be erected, maintained or used on any Lot at any time, either temporarily or permanently as a residence. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family dwelling not to exceed (2) stories in height and a private garage. Lots 1 thru 41 as shown on the subdivision plat shall be single story not to exceed 15 feet at the roof ridge.
8. No residential dwelling unit shall be constructed on any Lot, which has less than 800 square feet or floor area, exclusive of porches and garages.
9. All construction shall be new" and shall be of quality commensurate with the size of the building and the aesthetic values involved. Before building, Lot owner must have the general building plans inspected and passed by the original sub-divider. If a Lot owner, after applying to the original sub-divider or a committee ("Architectural Control Committee") appointed by the original sub-divider as specified above, has not received written notification of the disapproval of his plans within 30 days from the time of his/her application for approval was delivered to the original sub-divider or the committee, then it shall be deemed that he has approval of the original sub-divider or of the committee.
10. No hedge or fence shall be maintained or permitted over 2 1/2 feet high across the front of any Lot.
11. That finished floor elevations shall be a minimum of six (6) inches above the centerline of the adjacent streets.
12. All lots shall have front yards landscaped within 60 days of the purchase of residence.
13. To help enhance the traditional horizontal desert scape, roofs will be low pitch roofs made of gravel or color-coordinated membrane, clay or concrete tiles or certain non-reflective metals are encouraged. Wood and/or asphalt shingles or shakes, and materials which imitate other materials or reflective materials are prohibited. The Sub-divider or Architectural Control Committee may grant a variance from the above if, in its sole judgment, the design is compatible with the surrounding areas.
14. Lots within the subdivision plat shall strictly adhere to the erosion control Master Plan as approved by the City of San Luis and recorded at the Records of Yuma County. The City of San Luis, any property owner within the subdivision, and any person with any interest in property adjacent to the subdivision shall be able to enforce adherence to the erosion control Master Plan. The adjacent properties benefited by this covenant are identified by their Arizona Parcel Numbers as maintained by the Yuma County Assessor on the date of the recording of this Declaration of Restrictions and such other properties as shown on Exhibit A attached hereto. A successful plaintiff in an action seeking to enforce the

requirements of the Master Plan, the condition of approval of the subdivision plat by the City of San Luis relating to the Master Plan for erosion control, this restrictive covenant, or to recover damages as a result of erosion shall be entitled to an award of reasonable attorney's fees. All lot owners within the subdivision shall maintain, fix, repair, or replace all improvements required by the Master Plan for erosion control on their respective lot, in perpetuity. The definitions contained within Appendix J of the 2003 International Building Code shall apply to this restrictive covenant and condition.

Save and except for restrictive covenant No. 14, which covenant shall run with the land in perpetuity, the foregoing restrictions were made for the benefit of the lots herein described and are to run with the land, and shall be binding until January 1, 2040, at which time said covenants shall be automatically extended for successive periods of five (5) years unless by a majority of the then individual owners, it is agreed to change the said covenants in whole or in part.

If any person shall violate or attempt to violate any of the restrictions herein, in addition to the provisions of restrictive covenant No. 14, it shall be lawful for any other person or persons owning any other Lot, or any in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restriction and either to prevent him or them from so doing or to recover damages for such violations restrictive covenants, or any one or more of them, shall not affect the lien of any mortgage now of record, of which hereafter may be placed of record, upon said tract or any part thereof.

Should any of the restrictions herein or any sentence, clause, phrase or portion thereof be held invalid or void, such decision shall not affect the validity of the remaining restrictions or portions thereof.

[Signature page follows on the next page]

Dated this \_\_\_\_ day of \_\_\_\_\_ 2017.

RIEDEL HOLDINGS, L.L.C.,  
an Arizona LIMITED LIABILITY COMPANY

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By: Nieves Garcia Riedel, Managing Member

STATE OF ARIZONA)  
)ss.  
COUNTY OF YUMA)

This document was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by Nieves Garcia Riedel, Managing Member of RIEDEL HOLDINGS, L.L.C., an Arizona LIMITED LIABILITY COMPANY signing on behalf of the Company

Notary Public

My commission Expires

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