

When recorded mail to:

Gary Black  
Comite de Bien Estar, Inc.  
P.O. Box 7170  
San Luis, Arizona 85349

**BIENESTAR ESTATES 12 SUBDIVISION  
DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION is made and dated on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Comite de Bien Estar, Inc., an Arizona nonprofit corporation, being the owner of all the following described real property situated in the County of Yuma, State of Arizona:

Lots 1 thru 183, BIENESTAR ESTATES NO. 12, according to Book \_\_\_\_ of Plats, pages \_\_\_\_\_, Official Records of Yuma County, Arizona.

1. No Lot shall be used for anything other than for residential purposes.
2. No Lot shall have anything constructed upon it other than a new site-built single family residence not to exceed two stories in height with an attached garage. Only guests houses or other structures permissible under the City of San Luis' ordinances, codes and regulations shall be permissible. All Lots shall be of a uniform and level grade with proper sloping for drainage to the adjacent street/s. The finished floor elevation of any building shall be no less than 14 inches above the elevation of the adjacent street/s, or as otherwise required by the City of San Luis. All buildings, structures and fences shall be constructed in accordance with the City of San Luis' ordinances, codes and regulations.
3. No Lot shall be split or subdivided into smaller Lots nor conveyed in less than the original dimensions of such Lot as depicted upon the Subdivision Plat.
4. All building setbacks shall be in accordance with the City of San Luis' ordinances, codes and regulations.
5. Easements, as indicated upon the Subdivision Plat, are reserved for the installation and maintenance of public service utilities and cable television and other uses for public or quasi-public good. No buildings shall be placed upon such easements.
6. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the Subdivision.
7. No structure of a temporary character, or any trailer, motor home, recreational

vehicle, basement, tent, shack, garage, barn, or other outbuilding shall be used upon any Lot any time as a residence either temporarily or permanently.

8. No advertising signs shall be permitted, except, "For Rent" or "For Sale." No signs shall encompass more than four (4) square feet in area.

9. No horses, cattle, domestic poultry or fowl, rabbits or other livestock or animals may be kept on any Lot or other portion of the Subdivision except common household pets. The commercial sale, breeding and grooming of animals is not allowed within the Subdivision.

10. No boats, boat trailers, horse or animal trailers, travel trailers, semi-trailers, semi-trucks shall be stored in any street or common areas unless specifically designated for such purposes.

11. No individual well or water supply system, other than as provided by the City of San Luis, shall be permitted upon any Lot. The existing well on Lot 23 may be used by Comite de Bien Estar, Inc., during development of the Subdivision.

12. No short wave radio equipment shall be operated on or from any lot or any short wave antenna be emplaced on any lot.

13. No junk cars, outside storage of junk, auto parts, construction materials or other unsightly items shall be permitted upon any lot or within the Subdivision.

14. Automobiles undergoing repair or otherwise inoperable shall be garaged or otherwise hidden from public view.

15. Lot owners shall maintain their lots in a neat and clean manner reflecting pride of ownership.

16. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in a Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on or in any lot. No derrick or other structure designed for use in boring oil or natural gas shall be erected, maintained or permitted upon any lot

17. These covenants, conditions and restrictions are to run with the Subdivision and the Lots therein and shall be binding on the undersigned and all of the successors in title, interest or possession in all and every part of said premises until December 31, 2050, and thereafter said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless or until the owners of a majority of the Lots affected hereby amend or revoke the same by written instrument, duly acknowledged and recorded.

18. Any deed of conveyance of the Subdivision or any Lot therein shall be subject to

the above restrictive covenants, conditions and restrictions whether or not any reference is made in such deed or conveyance and all of such restrictive covenants, conditions and restrictions shall be binding upon the respective grantees of any Lot, their successors and assigns.

19. Any Lot owner shall be entitled to enforce these covenants, conditions or restrictions against any other Lot owner/s. Violation of any one or more of these covenants, conditions and restrictions may be restrained or enjoined by any Court of competent jurisdiction and damages awarded against violators, provided that a breach of any of these covenants, conditions and restrictions shall not affect, impair, defeat or render invalid the lien, charge or encumbrance of any mortgage or trust deed which may be placed on record, and said mortgages or trust deeds shall be and are hereby declared to be prior and superior to the rights; provided, however, that the event of foreclosure or trustee sale, or any note holder acquiring title agrees that said property so acquired by them shall become subject to each and all of the covenants, conditions and restrictions and rights herein contained, but free from the effects of any breach occurring prior thereto. In any action to enforce any of these covenants, conditions or restrictions the prevailing party as determined by the Court shall be entitled to an award of their costs and reasonable attorneys as determined by the Court.

Comite de Bien Estar, Inc.

By: \_\_\_\_\_  
Marco Antonio Reys  
Its: Executive Director

State of Arizona                    }  
  }ss.  
County of Yuma                    }

On this 19th day of July, 2022 before me the undersigned Notary of Public, personally appeared Marco Antonio Reyes who acknowledged himself to be the Executive Director of Comite de Bien Estar, Inc., an Arizona nonprofit corporation, and has executed the foregoing instrument for the purposes therein contained.

By: Rosalina Gutierrez

SUBSCRIBED AND SWORN to before me this 19 day of July, 2022.

My Commission Expires: 08/20/23

