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When recorded return to:

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**AMENDED AND RESTATED CONSOLIDATED
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR HIDDEN MANOR**

This Amended and Restated Consolidated Declaration of Covenants, Conditions, and Restrictions for Hidden Manor (the "Declaration") has been duly executed and acknowledged by the President and attested to by the Secretary of Hidden Manor Homeowners Association, Inc., an Arizona nonprofit corporation (the "Association"), this 28th day of March, 2012 and shall become effective upon recordation hereof in the official Records of Maricopa County, Arizona.

The Association governs the Hidden Manor community, which was developed in phases consisting of eight different groups of lots, each lot being a separately designated, numbered, and legally described freehold estate consisting of any parcel of land and the improvements thereon shown upon a plat. Each of these groups of lots was referred to as a "Unit," and each Unit had its own declaration of covenants, conditions, and restrictions. The Association, by the approval of the Owners as required by the separate declarations that governed the Units and all lots contained therein (herein referred to as "Lot") set forth in Exhibits A and B attached hereto (collectively referred to as the "Property"), adopted a series of Amended and Consolidated Declarations of Covenants, Conditions and Restrictions for Hidden Manor, as listed in Exhibit C attached hereto (collectively, the "Prior Declaration").

Now, by recording this Declaration, those Owners governed by the Prior Declaration seek to amend and restate the Prior Declaration. This Declaration hereby replaces the Prior Declaration in its entirety.

This Declaration is duly adopted by the Association with all necessary consents hereto having been duly given. There is hereby established and imposed upon the Property, for the purpose of protecting the value and desirability of the Property, the following covenants, conditions, restrictions, easements, servitudes, stipulations and charges, all of which are to be construed as restrictive covenants running with the title to the Property and each Lot, for the benefit of the Property and the other owners of Lots, and their respective successors and assignees. The

Owners desire that the entire Property subject hereto be held, conveyed, hypothecated, encumbered, leased, occupied, built upon and otherwise used, improved or transferred in whole or in part, subject to this Declaration, as amended or modified from time to time.

NOW THEREFORE, all prior declarations are hereby amended and revoked in their entirety and the provisions of this restated Declaration are hereby imposed upon the Property.

1. DEFINITIONS. Unless the context otherwise specifies; the following words and phrases when used in this Declaration shall have the meanings specified below:

Architectural Control Committee: "Architectural Control Committee," "ACC" or "Committee" shall mean the Committee created pursuant to this Declaration to review and approve plans for the construction of any Improvements upon the Property.

Architectural Control Committee Rules: "Architectural Control Committee Rules" shall mean any rules and regulations adopted by the Architectural Control Committee and approved by the Board, as the same are amended from time to time.

Articles: "Articles" shall mean the Articles of Incorporation of Hidden Manor Homeowners Association, Inc., as may be amended from time to time.

Assessment: "Assessment" or "Assessments" shall mean any annual dues or assessment(s) levied by the Association

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Association: "Association" shall mean and refer to the Hidden Manor Homeowners Association, Inc., an Arizona nonprofit corporation.

Board or Board of Directors: shall mean the board of directors of the Association.

Bylaws: "Bylaws" shall mean the Bylaws of Hidden Manor Homeowners Association, Inc., as may be amended from time to time.

Improved Lot(s): "Improved Lot(s)" shall mean all Lots on which construction of the original dwelling or other improvements on the Lot has begun or has been completed.

Improvement: "Improvement" shall mean every structure and all appurtenances thereto of every type and kind which alter the exterior appearance of any Lot, including, but not limited to, buildings, outbuildings, storage buildings, sheds, greenhouses, gazebos, patios, permanent inorganic decorations, tennis courts, swimming pools, saunas, hot tubs, garages, fences, screening walls, retaining walls, stairs, decks, exterior air conditioning, water softeners, pumps, wells, tanks, reservoirs, pipes and the like.

Lot: "Lot" shall mean any parcel of land within the Property which is a subdivided lot on a Plat within Hidden Manor, together with all Improvements located thereon.

Member: "Member" or "Members" shall mean any person(s), entity or entities holding membership rights in the Association.

Owner: "Owner" or "Owners" shall mean the person(s), entity or entities, holding a freehold estate in any portion of the Property, but shall not include any Mortgagee.

Plans and Specifications: "Plans and Specifications" shall mean any and all documents designed to guide or control the construction or erection of any Improvement, including but not limited to, those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services and all other documentation or information required by the provisions of this Declaration or considered relevant to such Improvement by the ACC.

Plat: "Plat" or "Plats" shall mean any recorded subdivision plat or plats of all or any portion of the Property.

Property: "Property" shall mean and refer to the units, tracts of land or Lots which are located in Hidden Manor and which are subject to this Declaration.

Rules: "Rules" shall mean any rules and regulations adopted by the Board, as the same may be amended from time to time, or such rules and regulations adopted by any committee and ratified by the Board.

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2. The Hidden Manor Homeowners Association. The Hidden Manor Homeowners Association, Inc. (the "Association") is a nonprofit Arizona corporation charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws, and this Declaration. In the event of any conflict or inconsistency between this Declaration and the Articles, Bylaws, or Association Rules, this Declaration shall control. The owner(s) of record of each Lot (the "Owner") shall be a Member of the Association. An Owner of a Lot shall automatically, upon becoming the Owner of a Lot, be a Member of the Association, and shall remain a member of the Association until such time as his or her ownership ceases for any reason, at which time his or her membership in said Association shall automatically cease. In the event any Lot is owned by two or more persons, whether by joint tenancy, tenancy in common, community property or otherwise, the membership as to each Lot shall be joint and a single membership for such Lot shall be issued in the names of all. The voting for such Lot shall be exercised as such persons among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. If any Owner or Owners cast a vote representing a certain Lot, it will thereafter be conclusively presumed for all purposes that such Owner or Owners were acting with the authority and consent of all other Owners of the same Lot. If more than one vote is cast with respect to any Lot, all votes cast with respect to the Lot will be void. Each Owner of a Lot, for himself, his heirs, successors and assigns, agrees that each such Lot shall be subject to Assessments levied by the Association, as provided in the Bylaws. The purposes for which these Assessments may be used include, but are not limited to, promoting the recreation, health, safety and welfare of the residents, reserves, insurance premiums, and the cost of services required for the administration and operation of the Association. Each Owner shall remit the Assessments

directly to the Association, or to such other party or parties as directed by the Association's Board of Directors.

The Association shall have the right and authority to enforce the restrictions contained in this Declaration and to do such things as are expressly authorized in this Declaration for the Association to perform, as well as such things as are reasonably necessary or proper for, or incidental to, the exercise of such express powers and duties.

3. Single Family Dwellings. No dwelling except a single family residential dwelling and a private garage, carport or servants/guest quarters for use in connection with such dwelling shall be erected, maintained or permitted on any Lot or portion thereof. No dwelling shall be used except as a single family dwelling. No residential unit, building, structure, or other Improvement on any Lot shall be permitted to fall into disrepair and each residential unit, building, structure, and other Improvements shall at all times be kept in good condition and repair and adequately painted and otherwise finished. In the event any residential unit, building, structure, or other Improvement is damaged or destroyed, it shall be expeditiously repaired or rebuilt or shall be demolished within (6) six months from date of damage or destruction. Extension of such (6) six-month period may be granted for delays attributable to conditions beyond the control of the Owner.

4. Architectural Control. No Improvement, whether permanent or temporary, shall be commenced, erected, installed, constructed, changed, or altered in a manner that would affect the exterior appearance of a Lot, until Plans and Specifications showing, at a minimum, the nature, paint color, kind, shape, height, materials, floor plans, locations and approximate cost of such Improvement have been submitted to and approved by the ACC, and a copy thereof, as finally approved, lodged permanently with the ACC. Notwithstanding the foregoing requirement, storage sheds less than nine (9) feet in height [measuring to the top of the roof] and having no more than one hundred and twenty (120) square feet of floor space that are located in the back yard of a Lot but not within the setbacks established in this Declaration shall not require the approval of the ACC.

All porches, pergolas, garages, carports and servant/guest quarters must be attached to the main residence in a manner approved by the ACC. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot except that which is usual and customary during construction or remodeling and shall be removed immediately upon completion.

The Owner has (1) one year from the ACC approval date to start construction. ACC approval expires and becomes null and void after (1) one year if construction has not commenced. If a City building permit is required, the Owners must submit to the ACC a copy of the City-approved final plot plans before any construction commences and the final inspection certificate from the City when construction is completed, both for the purpose of ACC record retention. The approval of the ACC required by this Section shall be in addition to, and not in lieu of, any approvals, consents or permits required under the ordinances or rules and regulations of any county or municipality having jurisdiction over the Property.

The ACC may disapprove Plans and Specifications for any construction, installation, addition, alteration, repair, change or other work which must be approved by the ACC pursuant to this Section if the ACC determines that the proposed work violates any provision of this Declaration or any Architectural Control Committee Rules adopted by the Association. In addition, the ACC may disapprove Plans and Specifications for any construction, installation, addition, alteration, repair, change or other work which must be approved by the ACC pursuant to this Section even though the Plans and Specifications may be in substantial compliance with this Declaration and any Architectural Control Committee Rules if the ACC determines that the proposed construction, installation, addition, alteration, repair, change or other work, or some aspect or portion thereof, is unsatisfactory or aesthetically unacceptable. In reviewing the proposed Plans and Specifications, the ACC may consider any and all factors which the ACC determines to be relevant including, but not limited to: (i) the harmony of the proposed Improvements with existing Improvements in the Project or with Improvements previously approved by the ACC but not yet constructed; (ii) the proposed location of the proposed Improvements in relation to existing topography, finished grade elevations, roads and other structures; and (iii) the exterior design, finish materials and the color of the proposed Improvements.

Any Owner whose architectural submission has been denied may appeal the ACC's decision to the Board in accordance with procedures to be established by the Board. In the event the decision of the ACC is overruled by the Board on any issue or question, the prior decision of the ACC shall be deemed modified to the extent specified by the Board and, for purposes of this Declaration, such decision, as so modified, shall thereafter be deemed the decision of the ACC.

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5. Construction Standards. No new residential dwelling shall be erected upon any of said Lots unless such dwelling contains at least two thousand (2,000) square feet of enclosed living area floor space. The term "living area floor space" is exclusive of floor space in porches, pergolas, garages, carports and servant/guest quarters. All buildings shall be constructed of brick, cement block, other substantial masonry construction, or insulated frame construction. No more than one single-story dwelling shall be built on any one Lot, except that two-story residences shall be permitted on Lots on the south side of Libby pursuant to the two-story zoning applicable to such Lots.

6. Vehicle Restrictions. Cars, light trucks having a one-ton rating or less, sport utility vehicles, passenger vans, and golf carts may be parked in garages, carports or driveways at any time. No other vehicles, including without limitation, trucks having more than a one-ton rating, commercial vehicles, motor homes, mobile homes, trailers (including but not limited to travel trailers, tent trailers and boat trailers), camper shells, detached campers, recreational vehicles, boats, motorcycles, motorbikes, all-terrain vehicles, golf carts, and off-road vehicles shall be parked, kept or maintained on public streets or on any portion of a Lot other than in a garage or parked behind Lot walls, for a period in excess of 72 hours in any given 30 day period. No vehicles occupied for living purposes may be parked, kept, or maintained on any portion of a Lot. The maintenance, repair or rebuilding of vehicles, including, without limitation, such activities requiring the placing of the vehicle on blocks, jacks, ramps or similar devices, for a period in excess of 72 hours in any given 30 day period and the storage of inoperative or unregistered vehicles for a period in excess of 72 hours in any given 30 day period shall not be permitted on public streets or on any portion of a Lot, other than in a garage or parked behind

Lot walls. Minor repairs and servicing of personal vehicles (such as oil changes or similar unobtrusive servicing or repairs) are permitted. No jalopies or junk shall be permitted to remain on any Lot. Any vehicle parked in violation of these provisions shall be subject to enforcement action by the Association as defined in this document and under Arizona law.

7. Commercial Use Restrictions. All Lots shall be used, improved and devoted exclusively to residential use by a Single Family. No trade or business may be conducted on any Lot, except that an Owner or other resident may conduct business activities on a Lot so long as (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the dwelling; (ii) the business activity conforms to all applicable laws and zoning ordinances or requirements; (iii) the business activity does not involve persons coming onto the Lot or door to door solicitation of Owners or other residents in the community; (iv) the business activity is consistent with the residential character of the community and does not constitute a nuisance or a hazardous or offensive use to threaten security of other residents in the community; (v) the business actually conducted on a Lot or from a dwelling does not involve any employees except family members living in the dwelling. The terms "business" and "trade" as used in this section shall be construed to have ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods and services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration; regardless of whether (a) such activity is engaged in full or part time; (b) such activity is intended to or does generate a profit; or (c) a license is required for such activity. The sale or lease of a Lot by the Owner shall not be considered a trade or business within the meaning of this section.

8. Animal Restrictions. No swine, horses, cows or other livestock, no pigeons, chickens, ducks, turkeys or other poultry shall be kept upon any Lot. Owners agree (i) to maintain pets (which shall consist of no more than a total of four (4) of any combination of cats and dogs) such that the pets do not make an unreasonable amount of noise; (ii) keep the animal fenced and or on a proper leash at all times the pet is outside the residential unit; (iii) clean up after the pet when the pet is outside of a residential unit; and (iv) otherwise maintain the pet so that at no time does the pet create a health or safety hazard or unreasonably interfere with the quiet of other Owners or residents.

9. Wall and Fence Restrictions. Any fence built within a public utility easement as shown on the recorded plat of said subdivision shall be removable. No side or rear fence, and no side or rear wall shall be more than (6) six feet in height. All fencing shall be of block construction or as otherwise approved by the ACC.

10. Condition of Property. All equipment, service yards, wood piles, storage piles or clotheslines shall be kept screened by adequate planting so as to conceal them from view of neighboring Lots or streets. No garbage or trash shall be placed or kept on any Lot or other property, except in covered containers. In no event shall containers be maintained so as to be visible from neighboring Lots or streets except to make same available for collection and then only for the shortest time reasonably necessary to effect such collection. All rubbish, trash, or