12

WHEN RECORDED RETURN TO:

NAME: SEAN Harron

ADDRESS: 3060 N. Boulder Pass, Kingman AZ 86401

APN (optional): ____________________

If required: EXEMPTION CODE:_____
(or include Affidavit of Property Value)

FEE# 2025024894

OFFICIAL RECORDS
OF MOHAVE COUNTY
LYDIA DURST,
COUNTY RECORDER

05/15/2025 02:00 PM Fee: $30.00

PAGE: 1 of 12

DOCUMENT TITLE: CC&R's

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Turquoise Estates

Lots may be added per amendments.

Declarant, Lost Horizon, LLC an Arizona limited liability Company, is the owner and developer, who along with its successors and designees, shall hereinafter be referred to as "Declarant" with regard to the following described real property, TURQUOISE ESTATES, a planned residential development in Mohave County, Arizona. Described on Plat map #103235 recorded 05/15/1961 in the records of Mohave County. And as shown in the ownership record conveyed to LOST HORIZON, LLC and recorded in the official records of Mohave County, FEE#2025023291.

The development will be comprised of single-family residential lots, camping short term sites, horse property homesites, and RV long-term living sites, platted and recorded from time to time in the Office of the County Recorder of Mohave County, Arizona. It is determined that creating minimal restrictions for the purpose of protecting the area directly adjacent to the wildlife area and stating that the purpose is to maintain a very upscale, pristine clean area is in the best interest of all the future owners as their property values for resale will be protected and to provide uniform restrictions for all single-family residential subdivision lots of the development for the purpose of establishing:

1. A plan for the individual ownership of real property estates consisting of a lot and the improvements contained thereon;

2. A uniform plan for the use of the Property on all single-family residential subdivision lots of the development, and the establishment of regulations to maintain a quality neighborhood;

3. The covenant of a road maintenance policy and procedure for implementing standardized maintenance plan without the formation of an association. Contract process and mandatory annual fees to be paid by each parcel owner;

4. The ownership and management of common elements by the owners, in order to establish the nature of the use and enjoyment thereof, Declarant hereby declares said premises subject to the following expressed covenants, conditions, and restrictions as to the use and enjoyment thereof, all of which are to be construed to be restrictive covenants, running with the title to said premises and with each and every part and parcel thereof to-wit:

ARTCLE 1: Definition

1. "Annual Assessment" means the assessments levied against each lot annually for the benefit of grading and maintain the road access not currently maintained by Mohave County.

2. "Contractor of Record" means the Contractor selected by the Owners to provide roadway maintenance services. Contractor will be responsible for collection of annual assessments, notice to the Owners of schedule for maintenance and provision of a Master Contract to each Owner specifying cost, consent and scope of work to be performed.

3. "Lot" means each parcel of real property designated as a Lot on a Plat and where the context indicates or requires, shall include any Residential Unit, building, structure or other Improvements situated on the land.

4. Maintenance Standard" means the standard of maintenance of improvements established from time to time by the owners or, in absence of any standard established by the owners, the standard of maintenance of Improvements generally prevailing through the Project as described in "US Department of Transportation, Federal Highway Administration" "Gravel Roads" "Maintenance and Design Manual" as published November, 2000, section I, Routine Maintenance and Rehabilitation, and section II, Drainage, Ditches.

5. "Master Contract" means the contract provided to the Owners by the Contractor of Record which details the collection and use of Annual Assessments and the scope and frequency of work to be performed as "Regular and Required" annual or bi-annual maintenance of Common Roadway Areas.

6. "Owner" means the record owner, whether one or more Persons of legal, beneficial or equitable title to the fee simple interest of a Lot. "Owner" shall not include (i) Persons having an interest in a Lot merely as security for the performance of an obligation, or (II) lessee. In the case of Lots, the fee simple title to which is vested in a trustee pursuant to Arizona Revised Statutes, Section 333-801, et seq., the Trustor shall be deemed to be the "Owner." "Owner" shall also include a purchaser under a contract for the conveyance of real property subject to the provision of A.R.S. Section 33-741, et seq. "Owner" shall not include purchasers under purchase contracts and receipts, escrow instructions or similar executory contracts that are intended to control the rights and obligations of the parties to such executory contracts pending the closing of a sale or purchase transaction.

7. "Resident" means each individual occupying or residing in a Residential Unit.

8. "Vacant Land" means a Lot in the Subdivision which does not have a Residential Unit on it.

9. "Residential Unit" means any building, portion of a building, permitted RV structure, permitted tiny home, situated on a Lot and designed and intended for independent Ownership and for the use and occupancy as a residence.

10. "Common Area" Means any right of use, Limited Access area, Use Permit, Etc. So designated on "Turquoise Estates" to establish access, shared utility, cooperative access, etc., for the benefit of more than 2 properties (Lots).

11. "Turquoise Estates" roadways" Mapped roads on the Turquoise Estates (2025) map and any non-maintained portion of the legal access roads, not yet taken over by the Master Contract for maintenance on June Road or 7th Street.

ARTICLE 2: PLAN OF DEVELOPMENT

2.1 DECLARANT HEREBY DECLARES THAT THE Property and those Tracts of real property potentially subjected to this Declaration by the recordation of Supplemental Declarations of Annexation as provided herein, and each building lot, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms and Restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, improvement and sale thereof, and to enhance the value, desirability and attractiveness thereof.

2.2 The terms and Restrictions set forth here in shall run with the land, and with each estate therein, and shall be binding upon all Persons having or acquiring any right, title or interest in the Property or any Building Lot, parcel or portion thereof; shall inure to the benefit of an be binding upon Declarant, Declarant's successors in interest, each Owner, and each Owners, successors in interest; and subject to the terms and conditions hereof, may be enforced by Declarant, Declarants successors in interest any Owner, and such Owners successor in interest.

2.3 Notwithstanding the foregoing, until one hundred percent (100%) of all the Building Lots in the Property are transferred by Declarant no provision of this Declaration shall be construed so as to prevent or limit Declarants right to complete development of the Property and to construct Residential structures thereon, no declarant's right to maintain model homes, construction, sales or leasing offices or similar facilities (temporary or otherwise) on any portion thereof, including any Common Area or any public right-of-way, no Declarant's right to post signs incidental to construction, sales or leasing, nor Declarants right to modify plans for the Property.

ARTICLE 3: USE RESTRICTIONS

3.1 Residential structures.

Generally, all residential structures (except for sales office or similar facilities of Declarant) are to be designed, constructed and used in such a manner as shall be compatible with this declaration, and shall meet the following minimum standards:

3.1.1 All building lots shall be improved and used primarily for residential use as described and allowed by Mohave County building regulations. Business and/or home occupation can be conducted from any residential structure on the property as allowed and provided for in Mohave County building and zoning regulations, exclusive of Declarant's use thereof including, without limitation, use by the Declarant as a sales office intended for the sale of Building Lots or new Residential Structures thereon.

3.2 Mineral Exploration. No Lot or other property other than that still owned or controlled by the Declarant, shall be used in any manner to explore for or to remove any oil or other hydrocarbons, minerals of any kind, gravel, earth or any earth substance of any kind.

3.3 Restriction on Further Subdivision, Property Restrictions and Rezoning. No Lot, other than that still owned or controlled by the Declarant, shall be further subdivided or separated into smaller lots or parcels by any Owner, and no portion less than any such Lot shall be conveyed or transferred by any Owner. No further covenants, conditions, restrictions or easements shall be recorded by any Owner, Lessee, or other Person against any Lot without the provisions thereof having been first approved in writing by the developer.

3.4 Drainage. No Residential Unit, structure, building, landscaping, fence, wall or other Improvement shall be constructed, installed, placed or maintained in any manner that would obstruct, interfere with or change the direction or flow of water from the built condition or in accordance with the drainage plans for the Project, or any part thereof, or for any Lot as shown on the drainage plans on file with the county or municipality in which the Project is located.

ARTICLE 4: EASEMENTS

4.1 Owners' Easements of Enjoyment. Every Owner or Lessee, and any person residing with such Owner or Lessee, and guests invited by owners shall have a right and easement of enjoyment in and to the Common Roadway Areas which right shall be appurtenant to and shall pass with the title to every Lot.

4.2 Utility Easement. There is hereby created an easement upon, across, over and under the Common Area and the Lots for reasonable ingress, egress, installation, replacing, repairing or maintaining of all utilities, including, but not limited to, gas, water, wastewater systems (Septics), 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 Area or Lots, but no, wastewater systems, electrical lines, waterlines, or other utility or service lines may be installed or located on the Common Area or Lots, except as initially designed, approved and constructed, or as approved by the Declarant or assigns.

ARTICLE 5: COVENANT FOR ASSESSMENTS AND FEES

5.1 Creation of Personal Obligation for Assessments and fees. The Declarant, for each Lot owned by it, and each Owner, by becoming the Owner of a Lot, is deemed to covenant and agree, to pay Assessments in accordance with this Declaration. All Assessments and fees shall be established and collected as provided in this Declaration. The Assessments and fees and all costs, including but not limited to reasonable attorneys' fees, incurred by the property owners or the Contractor of Record in collecting or attempting to collect delinquent Assessments or fee, whether or not suit is filed, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such Assessment or fee is levied or made. Recording of this Declaration constitutes record notice and perfection of the lien established hereby. Each Assessment or fee, including but not limited to reasonable attorneys' fees, incurred by the property owners in enforcing the Project Documents and collecting or attempting to collect delinquent Assessments or fees, whether or not suit is filed, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the Assessment or fee became due. The personal obligation for delinquent Assessments or fee shall not pass to the successors in title of the Owner unless expressly assumed by them.

5.2 Annual Assessments.

- Each property owner will issue payment annually for road maintenance, with the payment date determined by, weather, needs, or at the declarant's direction.
  For the first 10 years, or until the declarant no longer owns or controls any lots, or property within the subdivision (whichever comes first), the payments will be issued directly to the declarant. The declarant will then issue the funds to the designated Contractor for the efforts maintenance and repairs.
  The payment will be issued to the declarant, and there will be a separate account and separate accounting for these monies and an annual report will be issued to property owners each year.
  During the last year of the Declarants involvement in the project, the Declarant will issue a road maintenance contract to the road maintenance contractor for a five year period. The property owners will then issue payments directly to the contractor. Those who do not issue payment timely the contractor can and will issue a lien on the delinquent owners property for those unpaid assessments. Each 4th year of a contractors maintenance timeframe the contract may be renegotiated, renewed or other providers may be engaged for the next period of time as desired by the property owners. At that time, property owners can decide how to structure and form their future road maintenance requirements, either through a POA or another formation of their choosing.

5.2.1 In order to provide for the maintenance of the common roadway areas and to provide funds for the owners to pay all Common Expenses and to perform its obligations under the Project Documents, the Contractor of Record, for each Assessment Period, shall assess an Annual Assessment against each Lot. The Contractor of Record shall not levy an Annual Assessment that is more than twenty percent (20%) greater than the immediately preceding fiscal year's Annual Assessment without the approval of a majority of the Owners in the project.

5.2.2 The Contractor selected by the owners shall give notice of the Annual Assessment to each Owner at least thirty (30) days prior to the beginning of each Assessment Period, but the failure to give such notice shall not affect the validity of the Annual Assessment established by the Developer nor relieve any Owner from its obligation to pay the Annual Assessment. If the Contractor of Record determines during any Assessment Period that the funds budgeted for that Assessment Period are, or will, become inadequate to meet all Common Expenses for any reason, including, without limitation, nonpayment of Assessment by Members, it may, subject to the twenty percent (20%) limit set forth in Section 5.2.1 above, increase the Annual Assessment for that Assessment Period and the revised Annual Assessment shall commence on the date designated by the Contractor of Record. The Contractor of Record may split the Assessment if bi-annual maintenance is required in any given year.

5.2.3 Each property owner will issue payment annually for road maintenance, with the payment date determined by, weather, needs, or at the declarant's direction.
For the first 10 years, or until the declarant no longer owns or controls any lots or property within the subdivision (whichever comes first), the payments will be issued directly to the declarant. The declarant will then issue the funds to the designated Contractor for the efforts maintenance and repairs.
The payment will be issued to the declarant, and there will be a separate account and separate accounting for these monies and an annual report will be issued to property owners each year.

5.2.4 During the last year of the Declarants' involvement in the project, the Declarant will issue a road maintenance contract to the road maintenance contractor for a five-year period. The property owners will then issue payments directly to the contractor, annually on a date determined by the contractor. Those who do not issue payment timely (30days) the contractor can and will issue a lien on the delinquent owners property for those unpaid assessments. Each 4th year of a contractors maintenance timeframe the contract may be renegotiated, renewed or other providers may be engaged for the next period as so desired by the property owners. At that time, property owners can decide how to structure and form their future road maintenance requirements, either through a POA or another formation of their choosing.

5.3 Assessment Period. The period for which the Annual Assessment is to be levied (the "Assessment Period") shall be the Selected Contractor's fiscal year.

5.4 Rate of Assessment. The amount of the Annual Assessment for each Lot shall be $150.00 per owned parcel in the project, for the maintenance of Common Area Roadways for the Assessment Period for which the Annual assessment is being levied by the total number of Lots.

ARTICLE 6: MAINTENANCE

6.1 Areas of Owner Responsibility.

6.1.1 The Owners, or their duly delegated contractor, shall manage, maintain, repair and replace the (i) Roadways within Turquoise Estates, and all Improvements located thereon, and (ii) all common area Property.

6.1.2 The Owners shall be the sole judge as to the appropriate maintenance of all Turquoise Estates roadways and other properties maintained by the Contractor of Record. Any cooperative action necessary or appropriate to the proper maintenance and upkeep of said properties shall be taken by the Owners or by its duly delegated representative. The Owners may engage the Contractor of Record for additional maintenance on Turquoise Estates Roadway Areas throughout the year as they deem necessary at their own expense. Owners may not self-perform or engage a Contractor other than the Contractor of Record for maintenance in the Common Roadway areas.

6.2 Lots. Each Owner shall be responsible for maintaining his or her Lot. Each Owner shall be responsible for maintaining, repairing or replacing all driveways or other Improvements situated on his or her Lot.

ARTICLE 7: INSURANCE

7.1 Scope of Coverage. Commencing not later than the time of the first conveyance of a Lot to a Purchaser, the Owner shall maintain, to the extent reasonably available, the following insurance coverage: Comprehensive general liability insurance, not less than $100,000. Such insurance shall cover all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Roadway Area and all other portions of the Project which the Owner is obligated to maintain under this Declaration as referred to in Article 6.

ARTICLE 8: GENERAL PROVISIONS

8.1 Enforcement. The Developer, Declarant or any Owner shall have the right to enforce Project Documents and/or any and all covenants, restrictions, reservations, charges, servitudes, assessments, conditions, liens or easements provided for in any contract, deed, declaration or other instrument which (i) shall have been executed pursuant to, or subject to, the provisions of this Declaration, or (ii) otherwise shall indicate that the provisions of such instrument were intended to be enforced by the Contractor of Record. **The failure of the Contractor of Record or an Owner to take enforcement action with respect to a violation of the Project Documents shall not constitute or be deemed a waiver of the right of the Contractor of Record or any Owner to enforce the Project Documents in the future.** In the event of any litigation or arbitration by or against the Contractor of Record or an Owner, the prevailing party in such litigation or arbitration shall be entitled to recover from the non-prevailing party all attorneys' fees, costs and expert witness fees incurred by the prevailing party.

8.2 Method of Termination. This Declaration shall continue in full force and effect unless terminated by the written consent, or any combination thereof, of the Owners representing ninety percent (90%) or more of the ownership in the project. If the necessary consents are obtained, the Owners shall cause to be recorded with the County Recorder of Mohave County, Arizona, a Certificate of Termination, duly signed by the at least 10 Owners in the project, with their signatures acknowledged. Thereupon this Declaration shall have no further force and effect.

8.3 Amendments.

> **8.3.1** This Declaration may be amended at any time by the written approval of Owners of not less than two-thirds (2/3rds) of the Lots.
>
> **8.3.2** The Owners may amend this Declaration or the Plat, without obtaining the approval or consent of Declarant or First Mortgagee, in order to conform this Declaration or the Plat to the requirements or guidelines of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Veterans Administration or any federal, state or local governmental agency whose approval of the Project, the Plat or the Project Documents is required by law.

8.4 Interpretation. Except for judicial construction, the Owners shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Owners construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property benefited or bound by this Declaration.

8.5 Severability. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

8.6 Change of Circumstances. Except as otherwise expressly provided in this Declaration, no change of conditions or circumstances shall operate to extinguish, terminate or modify any of the provisions of this Declaration.

8.7 Laws, Ordinances and Regulations.

> **8.7.1** The covenants, conditions and restrictions set forth in this Declaration and the provisions requiring Owners and other persons to obtain the approval of the Grantor with respect to certain actions are independent of the obligation of the Owners and other persons to comply with all applicable laws, ordinances and regulations, and

compliance with this Declaration shall not relieve an Owner or any other person from the obligation to also comply with all applicable laws, ordinances and regulations.

8.7.2 Any violation of any state, municipal, or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth herein.

8.8 References to this Declaration in Deeds. Deeds to and instruments affecting any Lot or any part of the Project may contain the covenants, conditions and restrictions herein set forth by reference to this Declaration; but regardless of whether any such reference is made in any Deed or instrument, each and all of the provisions of this Declaration shall be binding upon the grantee-Owner or other person claiming through any instrument and his heirs, executors, successors and assignees.

8.9 Gender and Number. Wherever the context of this Declaration requires, words used in the masculine gender shall include the feminine and neuter genders; words used in the neuter gender shall include the masculine and feminine genders; words in the singular shall include the plural; and words in the plural shall include the singular.

8.10 Captions and Titles. All captions, titles or headings of the Articles and Sections in this Declaration are for the purpose of reference and convenience only and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof or to be used in determining the intent of context thereof.

ARTICLE 9: CONFLICTS

9.1 Conflicts. In case of a conflict between the Owners regarding the interpretation of this declaration, selection of a new Contractor of Record or any issue regarding common roadway areas or community improvements or in the case of a 50/50 tie within the first five years of the last parcel being sold, the Declarant shall control. In the event a conflict or disagreement arises amongst the ownership after the aforementioned timeframe a 2/3rds majority decision will prevail.

9.1.1 In the event of a conflict arising lacking a 2/3 majority of the ownership regarding the interpretation of this Declaration, the opposing parties will first resort to a "Coin Toss" and subsequent winner opinion will prevail. The opposing sides will delegate a representative owner from each opposing position and allow the issue to be resolved by a "Coin-Toss". The Declarant, Contractor of Record or impartial third-party will be announced as the Official and assign the opposing parties either a "Heads" or "Tails" designation. The Official will toss the coin into the air and announce the result of the "Face-up" side and thus declare a winner.

9.1.2 In case of a conflict between the Owners after that time period If any provision of this resolution is less restrictive than the Declaration when dealing with the same subject, the more restrictive provisions of the Declaration shall be applicable in the same manner as if included in the opinion of the prevailing party

IN WITNESS WHEREOF, the Declarant/Developer has executed this Declaration as of the 15 day of MAY, 2025.

LOST HORIZON, LLC an Arizona Limited Liability Company

By: SEAN HARRON

Its: MANAGER

Date: 5/15/25

STATE of ARIZONA)
)ss
County of Mohave)

This instrument was acknowledged before me on the 15 day of May 2025 by Sean Harron, as Manager of LOST HORIZON, LLC.

Notary Public

My Commission Expires:

12/13/28

ELIZABETH GARCIA
Notary Public - State of Arizona
MOHAVE COUNTY
Commission # 675411
Expires December 13, 2028

LEGAL:

Parcel No. 1

Lots 12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,35 and 36, of TURQUOISE ESTATES, according to the plat thereof, recorded May 15, 1961, at Fee no.103230, in the office of the county recorder of Mohave County, Arizona.

Parcel No. 2

Lots 33,39, 40, 41 and42, of TURQUOISE ESTATES, according to the plat thereof, recorded May15, 1961, at Fee No.103230, in the office of the county recorder of Mohave County, Arizona.

DEVELOPER/ OWNER

LOST HORIZON, LLC