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**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF RIVERS EDGE ESTATES**

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**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF RIVERS EDGE ESTATES**

THIS DECLARATION is made on the date hereinafter set forth by Parker Properties, LLC, a limited liability company, the record of owner of the real property described below, which is herein referred to as "Declarant."

WHEREAS, Declarant is the owner of certain property located in the County of La Paz, State of Arizona, which is more particularly described as:

See Exhibit "A" attached hereto and made a part thereof.

And pursuant to Article VI, Section 10 of that certain Declaration of Restrictions filed in the office of the La Paz County Recorder on December 6, 2007, at Fee No. 2007-06993 and re-recorded on September 8, 2008, at Fee No. 2008-04266, hereby amends, supersedes, and replaces said Covenants, Conditions and Restrictions in their entirety, and hereby declares that the above described premises shall hereafter be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, conditions, restrictions, liens, assessments, easements, privileges and rights hereinafter set forth, all of which shall run with the land and be binding upon the Property and all parties having or acquiring any right, title, or interest in or to the Property, or any part thereof, and shall inure to the benefit of each owner thereof, Rivers Edge HOA, Inc., and any successor thereto, and each member thereof:

NOW, THEREFORE, Declarant hereby declares that all of the real property described on Exhibit A attached shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of the property, and which shall run with the property and be binding on all parties having any right, title or interest in the described property or any of the lots which shall comprise the property, their heirs, grantees, successors, and assigns, and shall inure to the benefit of each of them.

ARTICLE I - DEFINITIONS

Section 1. Association. "Association" shall mean Rivers Edge HOA, Inc., a formed or to be formed non-profit corporation, its successors and assigns, provided, however, that notwithstanding any language to the contrary herein, until such time as Declarant no longer owns a lot, and interest in a lot, or any security interest in a lot, unless such power is earlier conveyed to the Association, Declarant shall have all of the rights, powers and privileges of said Association.

Section 2. Common Area. "Common Area" shall mean all property (including any work of improvement constructed or to be constructed, or maintained thereon) owned or otherwise controlled by the Association for the common use and enjoyment of the owners. The Common Area to be owned or controlled by the Association at the time of the conveyance of the first lot is

described as follows:

See Exhibit B, attached hereto and made a part hereof.

The easement described in Exhibit "B" shall, notwithstanding the Rivers Edge HOA, Inc.'s lack of ownership of underlying property thereof, be deemed to be "controlled by the Association" for the purposes of this Section 2 and these Restrictions. The purpose of said easement shall include ingress and egress to the property and the Lots therein, the installation and maintenance of utilities (including, but not limited to, water sewer, electricity, cable and similar services), drainage, filters, landscaping, planters, lighting, striping, wiring, gates, walls, as well as installations, maintenance and repairs ancillary and related thereto.

Section 3. Lot. "Lot" shall mean and refer to any lot or parcel of land shown upon any recorded map of the properties (or otherwise described, whether in metes and bounds or otherwise) and shall include any improvements thereon and be subject to any easement thereon.

Section 4. Owner. "Owner" shall mean and refer to the record owners, whether one or more persons or entities, of fee simple title to any Lot which is a part of the properties, including any contract seller, but excluding those having such interest merely as security for the performance of an obligation.

Section 5. Properties. "Properties" shall mean and refer to that certain real property described in Exhibit A attached, and such additions thereto as may hereafter be brought within the jurisdiction of the Association. "Property," when used in context, shall be synonymous with the Properties.

Section 6. Declarant. "Declarant" shall mean and refer to the signer of this declaration, its successors and assigns. Declarant's successor shall include the owner of a lot conveyed by Declarant in which the conveying documents specifically refer to this Section 6.

Section 7. Board of Directors. "Board of Directors" shall mean and refer to the duly elected Board of Directors of the Association. The "Board" shall be synonymous with the Board of Directors.

ARTICLE II - PROPERTY RIGHTS

Section 1. Owner's Easement of Enjoyment. Every owner shall have a right and easement of enjoyment in an to the Common Area which shall be appurtenant to an shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable maintenance and other fees for the use of any recreational facility situated upon the Common Area.

(b) The right of the Association to suspend the voting rights and rights to use of the Common Area and any recreational facilities associated therewith by an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of the easement rights associated with the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by a majority vote of the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by a majority of all members, or the Declarant, has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the duly adopted bylaws and rules and regulations of the Association, which rules and regulations may include rental time period restrictions, that Owner's right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on any Lot. An Owner's interest in, right and easement of enjoyment in and to the Common Area, or any portion thereof, shall not be conveyed, transferred, alienated or encumbered except upon the conveyance, transfer, alienation or encumbrance of such Owner's Lot, notwithstanding that the description in the instrument of conveyance, transfer, alienation, or encumbrance may not refer to the Common Area. The Common Area shall remain undivided and no action for partition or division of any part thereof shall be permitted.

(a) Each Owner, tenant and occupant of a Lot, and the invitees, tenants, agents and employees of said Owner, may use the Common Area in common with the purposes for which it is intended without hindering or encroaching upon the lawful right of such others, in conformance with the articles, bylaws and rules and regulations of the Association. Without limiting the generality of the foregoing, the parking spaces in the Common Area shall be used on a "first come first served" basis by the owners and their authorized guests and tenants provided, however, that no vehicle of an owner, authorized guest, or tenant shall remain within the Common Area for in excess of 72 consecutive hours, and no owner, authorized guest, or tenant shall occupy more than two spaces in the Common Area during any given 72 hour period. The owners, their authorized guests and tenants shall have the unrestricted right of ingress and egress to those spaces, the Owner's Lot, and to the exclusive use of the dock associated with that Owner's Lot, and to the use of that dock at any time provided that such use does not impair the other Owners' use of their respective docks.

(b) No Owner will be exempt from liability for assessment with respect to the Common Area by waiver of the enjoyment of the right to use the Common Area or by abandonment of his Lot or otherwise.

(c) Any Owner who rents or leases a Lot to another shall forfeit his right to the use and enjoyment of the Common Area during the rental or lease term unless the Owner owns another Lot or Lots which are not rented or leased. The Owner's right to the use and enjoyment of

the Common Area shall be deemed transferred to the tenant for the term of any lease.

ARTICLE III - PROCEDURAL ISSUES

Section 1. Operation of Association. Every Owner of a Lot which is subject to assessment, including fractional Owners, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Lot which is subject to assessment.

(a) The Association shall be incorporated as a non-profit corporation to serve as the governing body for all Owners and members for the protection, improvement, alteration, maintenance, repair, replacement, administration, and operation of the property, the assessment of expenses, disposition of casualty insurance proceeds and other matters as provided by this Declarant, the articles, bylaws and Association rules. The Association shall not be deemed to be conducting business of any kind and all funds received by the Association shall be held and applied by it for the Owners and members in accordance with the provision of this Declaration, its articles, the bylaws and the rules and regulations.

(b) Subject to the powers of the Declarant otherwise set forth herein, the affairs of the Association shall be conducted in accordance with this Declaration, and the articles and bylaws, by a duly elected Board of Directors. If a director ceases to become an Owner during his or her term, he or she will thereupon cease to be a director and his or her place on the Board shall be deemed vacant until filled. Until such time as Declarant no longer owns a Lot or a portion of a Lot, or a secured interest in a Lot, the Board of Directors shall be comprised of or appointed by the Declarant unless Declarant, in its sole discretion, relinquishes such power to the Owners. Subsequent to such relinquishment or at such time as Declarant no longer owns a Lot or an interest or security interest in a Lot, the Board of Directors shall be comprised of not less than two Owners of the Lots.

Section 2. Voting and Disputes. Except as is otherwise set forth herein as to the powers of Declarant, the Association shall have a voting membership. Voting may be conducted in any manner provided by law. Members shall be Owners of record of a Lot and shall, with the exception of Declarant, be entitled to not more than one vote for each Lot owned regardless of how many members there may be provided, however, that Declarant, and any Lot owned by Declarant, its successors and assigns, shall have five votes per Lot. When more than one person holds an interest in any Lot, all such persons shall be members and the vote cast for such Lot shall be exercised as the members may determine (or, in the event of a dispute between such members, a majority thereof), and such determination shall be noticed to the Board of Directors of the Association in writing prior to any casting of such vote. The voting rights of any member may be terminated or limited pursuant to the bylaws of the Association and no member may vote that it is not current on payment of outstanding assessments at the time of the vote.

In the event of any dispute regarding any matter between Owners which is not resolved by a majority

vote of the membership within sixty (60) days, the Owners (or the Association, if it is a party) shall promptly (i.e.; within 60 days) submit the matter to binding arbitration under the rules of the America Arbitration Association. Toward that end, the Owner(s) of each affected disputing Lot (or the Association, if a party) shall choose one (1) arbitrator, and those arbitrators shall select one (1) additional arbitrator, and the decision shall be made by a majority of those three arbitrators. Should any disputing Owner refuse to appoint an arbitrator within ten (10) days after written request to do so, a non-disputing Owner may do so, and if that Owner fails to do so, the Board of Directors of the Association may do so. Any decision submitted shall become binding upon the Owners with the same force and effect as a unanimous decision of the Owners. The owners of each Lot shall pay the arbitrator selected by them (or on their behalf if they refuse), and the non-prevailing party shall pay the fees and costs of the third arbitrator. The fees and costs not paid shall become a special assessment lien on the Lot of the non-paying Owner. Nothing in this provision shall preclude the Owners and Association from agreeing to select and be bound by the decision of a single arbitrator, provided that said arbitrator's decision shall become similarly binding upon all parties.

ARTICLE IV - COVENANT FOR ASSESSMENTS

Section 1. Lien Creation and Personal Liability for Assessments. Declarant, for each Lot Owner, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it is so expressed in such deed, is deemed to covenant and agree to pay to the Association (a) annual assessments or charges, and (b) special assessments for capital improvements, repairs, maintenance and other matters; such assessments to be established and collected as hereinafter provided. This covenant and agreement is deemed to be a contract and not merely a recitation. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on each Lot and shall be a continuing lien upon each Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to an Owner's successors in title whether or not expressly assumed by them, and multiple Owners of a Lot shall be jointly and severally liable for payment of any assessment contemplated herein.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety, welfare and well-being of the Owners of the Properties and for improvements and maintenance of Common Areas and any shared portions of any improvements or structures, including but not limited to, the water and sewer lines, common outdoor electrical and lighting systems, drainage, filters, maintenance of landscaping, planters and other improvements in an upon the common areas provided, however, that such expenses shall, except as otherwise set forth herein, be equally apportioned and assessed between the Owners of the Lots. Assessments, if not timely paid by an Owner, shall become a lien upon that Owner's Lot(s).

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be one hundred ninety dollars (\$190.00) per month.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to a non-Declarant Owner, the maximum monthly assessment may be increased each year not more than ten percent (10%) by a majority vote of the members entitled to vote who are present and voting in person, telephonically, or by absentee ballot, at a meeting duly called and noticed for that purpose. For the purposes of this article "present" shall mean in person, by telephonic speaker phone, by another electronic presence authorized by the board, or by absentee ballot.

(b) The Board of Directors may fix the monthly assessment at an amount not in excess of the maximum. Nothing in these restrictions shall be deemed a requirement by the Association to levy an annual assessment. The Association may, in its discretion, levy all assessments by special assessment. In the event that the Association has levied assessments, special or otherwise, which result in a positive balance in the Association's account at the time of the sale of a Lot, the positive balance attributable to the Lot being sold shall not be the property of the selling Owner(s) and shall pass with the Lot and remain property of the Association unless the Association, in its sole discretion, decides otherwise.

Section 4. Special Assessments. In addition or in alternative to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair, maintenance to or replacement of an improvement or structure included in the definition and description of common area, including the fixtures and personal property associated therewith, provided that any such assessment shall have the majority vote of the members present who are entitled to vote and who are voting in person, by speaker telephone, or by absentee ballot, at a meeting duly called for that purpose. Special assessments, if unpaid, shall become a lien on the property of the chargeable Owner who has not timely paid the special assessment.

Section 5. Notice of any Action Authorized under Section 3 and 4. Except as is specifically set forth herein, written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 immediately above shall be sent by regular mail, email, fax or other means reasonably calculated to provide notice, to all members not fewer than ten or more than fifty days in advance of the meeting. At the first such meeting called pursuant to that notice, the presence of a quorum of the members entitled to cast votes of the membership ("quorum of the members entitled to cast votes" shall include any voting rights of Declarant) shall be required. If the required quorum is not present in person, by telephone, or by absentee ballot at that meeting, another meeting may be called subject to the same notice requirement, but the required quorum shall be a majority of the voting members (i.e.; votes) present at such meeting.

From time to time, and as the need and exigent circumstances arise, the Association may, after seeking a minimum of two bids for a required repair, maintenance, construction or reconstruction of any Common Area or associated improvements, send such bids, by regular mail, email, fax or other means reasonably calculated to provide notice, to the other Owners with a recommendation for acceptance of one of the bids. If, ten business days after such notice has been

mailed, emailed or faxed, a majority of the Owners has not objected to such bid recommendation in writing ("majority of the Owners" shall constitute a majority of the votes which can be cast), the Association may hire the chosen contractor and pay for the services and material incurred and the whole amount shall become a special assessment payable in applicable pro rata shares not later than thirty days after being incurred.

In the event of an emergency, the Association, or any affected Owner, may hire and pay a reputable contractor to preform necessary repairs to any part of the common area without complying with the above notice provisions and the expense incurred in such an emergency shall become a special assessment, payable in applicable pro rata shares not later than thirty (30) days after being incurred. For example, in the event that the Association or an Owner incurs an expense on a matter which requires immediate attention and expenditure and would be an assessable matter if otherwise submitted to the Association or the respective Owners of property common to them (including, but not limited to, the common area), the Association shall pay such expense within 30 days after a bill for same is submitted to the Association and such bill shall be treated in all respects as an assessment and, if unpaid, shall become a lien on the property of the chargeable Owner who has not timely paid the assessment.

Section 6. Uniform Rate of Assessment. All assessments shall be fixed at a pro rata rate for all Lots and may be collected on a monthly or other basis as determined by the Association. Unless otherwise agreed in writing unanimously by all of the Owners, the pro rata rate for the assessments regarding the Common Area shall be an equal split between all Lots on the property.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein, if levied by the Association, shall commence on the first day of the month following the original purchase, from Declarant or its successor, of a Lot or at such later time as levied by the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the monthly assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the monthly dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an office of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid by a Lot Owner within thirty (30) days after the due date shall, as well as becoming a lien upon the Lot, bear interest from the due date at the rate of twelve percent (12%) per annum or at the maximum rate allowed by law if that rate is ever deemed or found to be usurious. The Association, or any Lot Owner, may bring an action at law or in equity against any Lot Owner obligated to pay the same, or foreclose the lien against the Lot as provided under Arizona Law. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot. Any expense subject to becoming an assessment shall

be equally divided and shall be paid within thirty (30) days after being incurred by the Association or, if applicable, an Owner. Any unpaid assessment shall, if unpaid at the time of the sale of a Lot, be paid from the proceeds of the sale regardless of any instruction of an Owner to the contrary.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or deed of trust of precedent priority. The sale or transfer of any Lot shall not affect or extinguish any assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or trustee's sale may, if superior in priority, extinguish the lien of such assessments as to payments which become due prior to such a sale or transfer as to the superior lienholder, but not as to the Owner. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V - DESIGN GUIDELINES AND CONTROL

All improvements constructed on the Lots shall at all times comply with the Rivers Edge Estates Design Guidelines set forth on Exhibit "C," attached hereto, and no building, fence, wall, work of improvement, or other structure shall be commenced, erected or maintained upon the properties or any Lot, nor shall any exterior addition to or change or alteration therein be made to any property including, specifically, a change or modification in the design of any structure or work of improvement, or the color of the exterior walls or doors contrary to those guidelines and, as well, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Design Review Chair. The failure of the Design Review Chair to approve or disapprove properly submitted plans and specifications, in writing, with forty-five (45) business days after such submission shall be deemed an approval of those plans and specifications provided, however, that in no event shall a failure to approve be deemed to be consent to deviate from the Design Review guidelines or a waiver thereof. Notice of such approval or disapproval shall be provided as set forth in Article VI, Section 6, and deemed received as set forth therein. The Design Review Chair may, at time of approval or thereafter, set time limitations for the completion, within specified periods after approval, of the improvements for which approval is required pursuant to this declaration provided, however, that in no event may such time limitation exceed two years from commencement of construction. All construction, maintenance and repair work shall be prosecuted diligently from commencement until completion.

ARTICLE VI - GENERAL PROVISIONS

Section 1. Enforcement.

(a) Declarant, the Association, or any Owner, shall have the right to enforce, by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by this Declaration, or any amendments thereto, including the right to recover damages and other sums, including but not limited to, reasonable attorney's fees and court costs with respect to any such enforcement action. The Association or any Owner shall also

have the right to enforce by proceeding at law or in equity the provisions of the bylaws and the Association's Rules and Regulations, as adopted from time to time by its Board of Directors and respective amendments thereto. Notwithstanding that time is of the essence regarding the payment of the assessments contemplated herein, the failure by the Association or by the Owners to collect assessments or to enforce any covenant, condition, restriction or reservation herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(b) Appropriate governmental agencies, including, but not limited to, La Paz County, shall have the power to enforce the maintenance provisions of the Declaration if the Association fails to do so. Such government agencies shall have the right to recover all costs incurred on a pro rata basis from all Lot Owners, which may be collected as an assessment along with County property taxes.

(c) The Association shall be empowered to adopt, amend or repeal such rules and regulations, and fines for the violation thereof, as it deems reasonable and appropriate (the "Association Rules"), binding upon the Persons subject to this Declaration and governing the use and/or occupancy of the Lots, the Common Area and any other part of the property. Said rules and regulations may include rental time period and other restrictions as contemplated in A.R.S. 33-1806.01 (A). The Association Rules and Regulations may include the establishment of a system of fines and penalties enforceable as Special Assessments. The Association Rules shall govern such matters in furtherance of the purpose of the Association, including, without limitation, the use of the Common Area; provided, however, that the Association Rules may not discriminate among Owners and Members except as expressly provided or permitted herein, and shall not be inconsistent with this Declaration, the Articles of Incorporation, or Bylaws. Upon completion of the notice requirements set forth in Article VI, Section 6, the Association Rules shall have the same force and effect as if they were set forth in and were part of this Declaration, shall be deemed to be an actual part of this Declaration for the purposes of the application of A.R.S. 33-1806.01 (A), as amended, and shall be binding on the Owners and members, and all other Persons having any interest in, or making any use of, the property, whether or not actually received thereby.

Section 2. Cumulative Remedies. All rights, options and remedies of Declarant, the Association, or the Owners under this Declaration are cumulative, and no one of them shall be exclusive of any other, and Declarant, the Association, and the Owners shall have the right to pursue any one or more of such rights, options, and remedies or any other remedy or relief which may be provided in equity or by law, whether or not stated in this Declaration.

Section 3. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a plan for the development and maintenance of the property described in Exhibit A. Article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

Section 4. Interpretation. This Declaration shall be interpreted in accordance with all rules, regulations and requirements of all applicable governmental agencies. If there is any conflict

between or among this declaration, the Articles or Incorporation, the Bylaws, or the Rules and Regulations of the Association, the provisions of this Declaration shall prevail; thereafter priority shall first be given to the Articles, then to the Bylaws, and then to the Rules and Regulations of the Association.

Section 5. Attorney's Fees. In the event any action is instituted to enforce any of the provisions contained in this Declaration, the Articles of Incorporation, the Bylaws, or the Rules and Regulations of the Association, including the collection of assessments, the party prevailing in such action shall be entitled to recover from the other party thereto, as part of any judgment, reasonable attorney's fees and costs. "Enforce" shall include, but not be limited to, notices of noncompliance, demands and negotiations, suit, mediation, arbitration, as well as any other action reasonably related to enforcement of the terms thereof.

Section 6. Notices. Except as otherwise specifically set forth herein, any notices to be given to an Owner or to the Association under the provisions of this Declaration shall be in writing and shall be delivered as follows:

(a) Notice to an Owner shall be delivered personally or placed on the United States Postal Service mailed first class postage prepaid, to the most recent address furnished by such Owner in writing to the Board for the purpose of giving notice, or if no such address shall have been furnished, then to the street address of such Owner's Lot. Any notice so deposited in the mail shall be deemed delivered seventy-two (72) hours after deposit. In the case of co-Owners, any such notice may be delivered or sent to any one of the co-Owners on behalf of all co-Owners and shall be deemed delivered to all such co-Owners.

(b) The declaration of an officer or authorized agent of the association declaring under penalty of perjury that a notice has been mailed to any Owner or Owners to the address or addresses for the giving of notice pursuant to the section shall be deemed presumptive proof of such mailing which may be rebutted only by clear and convincing evidence found to exist in the opinion of a judge or hearing officer.

(c) Notice to the Association shall be delivered by sending the notice via United States Postal Service registered or certified mail addressed to the then active president of the Association. Any notice so deposited in the mail shall be deemed delivered upon the date of receipt. Said address may be changed by giving notice of such change pursuant to paragraph 6(a), above.

Section 7. Waiver of Liability. To the fullest extent permitted by law, neither the Board nor any officer of the Association shall be liable to any Owner for any damage, loss, or prejudice suffered or claimed on account of any decision, approval or disapproval, course of action, act, commission, error, or negligence if such Board member or officer acted in good faith within the scope of his, her, or their duties.

Section 8. Use of Funds Collected by the Association. All funds collected by the

Association, including assessments and contributions to the Association paid by the Owners, if any, shall be held by the Association in a fiduciary capacity to be expended in their entirety for the nonprofit purposes of the Association in managing, maintaining, caring for, and preserving the Common Area and for other permitted purposes as set forth in this Declaration. No part of said funds shall inure to the benefit of any Owner (other than as a result of the Association managing, maintain, caring for, and preserving Common Area) and other than as a result of expenditures made for other permitted purposes as set forth in this Declaration.

Section 9. Severability. Invalidation of any one of these covenants or restrictions enforceable by judgement or court order shall in no way affect any other provision which shall remain in full force and effect and any invalidation shall be deemed replaced by a covenant or restriction that is valid and enforceable and which comes closest to expressing the intention of this Declaration.

Section 10. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be deemed automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time by an instrument signed by not less than three fifths (3/5) of the record Owners of the Lots which comprise the property provided, however, that Declarant (or any successor, assignee or appointee of Declarant given such power in a writing executed by Declarant and recorded with the La Paz County Recorder's office) may amend these covenants, conditions and restrictions so long as Declarant, or such successor, owns any portion of the property, or retains a security interest in any portion of the property. Any amendment must be recorded and must be signed with the formality hereof.

Section 11. Annexation. Additional residential property and Common Area may be annexed to the properties upon a majority vote of the members present and entitled to vote as set forth in Article IV, Sections 4 and 5.

Section 12. Gender and Grammar. The singular, whenever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 13. Utility Easements in General. Regardless of any of the foregoing and in addition to any of the foregoing and hereinafter, Declarant, its successors and assigns, while owner of any Lot which underlies the Common Area, reserves the right to grant utility easements and, when control of the Common Area has passed to the Association, the Association shall have the right to make further adjustments to utility easements, improvements, and the like, within the Common Area.

ARTICLE VII - EXTERIOR MAINTENANCE

Section 1. Maintenance. Each Owner or Owners of each Lot shall be responsible for

and provide exterior maintenance for each of their respective Lots and any structure or work of improvement on their Lot excluding, however, any portion of a Lot included within the description of the Common Area set out on Exhibit "B," attached to this Declaration. This shall include, but not be limited to, stucco, paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, sewer systems or other exterior improvements, including glass surfaces.

Section 2. Willful or Negligent Acts. In the event that the need for maintenance or repair of a Lot or the improvements thereon, i.e.; "exterior maintenance" or maintenance or repair of Common Area is caused through the willful or negligent acts of an Owner, the cost of such maintenance shall be added to and become part of the assessment to which such Owner's Lot is subject.

Section 3. Noncomplying Owners. Each Owner shall maintain their yard, side yard, driveway and other non-Common Areas located on their Lot in a clean, sanitary and aesthetically pleasing condition. In the event that an Owner fails or refuses to comply with this provision the Association shall provide written notice to the non-complying owner in conformance with Article VI, Section 6, above. In the event that the non-complying Owner fails to remedy and cure the non-compliance within thirty (30) days (except in the event of broken glass, which shall be replaced within seven (7) days) the Association or any Owner may enter upon the Lot and cause the non-compliance to be brought into compliance, or may contract with others to do so, in which event the cost of bringing the non-compliance into compliance shall become a special assessment against the non-complying Lot, payable by the non-complying Owner within thirty (30) days after being incurred. Any such expense not paid within thirty (30) days after it has been incurred shall incur a further penalty of fifteen percent (15%) of the expense and shall, as well, bear interest at the rate of twelve percent (12%) per annum, all of which amounts shall become a further special assessment and lien against the non-complying Lot.

ARTICLE VIII - USE RESTRICTIONS

Section 1. Residential Use. Each Lot is hereby restricted to residential dwellings for single family residential use, only. No structures of temporary character including, but not limited to, trailers, recreational vehicles, tents, shacks, garages, vehicles, barns or other things capable of occupancy, or appearing to be capable of occupancy, shall be used or occupied at any time as a residence temporarily or permanently, nor shall such things be present on the property, including the easements set forth on Exhibit "B," except for the purpose of temporary loading and unloading, there being insufficient space on the property for the parking or storage thereof.

Section 2. Separate Estate. Each Lot shall be conveyed as a separately designated legally described freehold estate subject to the terms, conditions and provisions hereof.

Section 3. Animals and Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said Lots, except that dogs, cats, or other household pets may be kept

provided that they are kept on a leash at all times, or confined to the Owner's respective Lot and not kept, bred or maintained for any commercial purpose. All pet excrement shall be removed immediately from the Common Area and if not so removed the non-complying Owner shall be subject to the provisions of Article VII, Section 3, above.

Section 4. Advertising. No advertising signs (except one of not more than five square feet of commercial quality in appearance "for rent" or "for sale" sign per Lot), billboards, or unsightly objects shall be erected, placed or permitted to remain on any Lot, nor shall any property be used in any way or for any purpose which may endanger another's health, nor shall any Owner, tenant or invitee commit a nuisance or unreasonably disturb the peace of the Owner of any Lot or any resident of any Lot. No business activities of any kind whatever shall be conducted in any building or any portion of any Lot. The provisions of this paragraph shall not apply to the Declarant prior to the sale of the last Declarant's lot.

Section 5. Exclusive and Nonexclusive Uses. Except as otherwise set forth herein and subject to any easement granted or referenced herein or otherwise recorded with the La Paz County Recorder's office, each Owner shall have exclusive use of their respective Lot and respective side of the waterfront and any portion of the waterfront or any dock specifically conveyed to any Owner for their watercraft and other water related uses.

(a) An Owner may construct not more than one fence or wall on each side dividing the Lots and river front, which fence or wall shall be compatible with the appearance and construction of the property and of the material used, and not exceed the height of the fence or walls which exist at the date of the signing hereof. In no event shall any fence or wall installed between the Lots, or residence or portion thereof constructed on a lot, restrict or obscure the view from the adjacent Lot, neither may an Owner place or store objects which restrict or obscure the view of the adjacent Owner. It is the specific intent of this provision that the upriver, crossriver and downriver views from each lot shall be and remain unobstructed and preserved.

(b) No Owner shall do anything which shall increase the rates of insurance, or result in cancellation thereof, relative to the property or any portion thereof. If, by reason of occupancy, non-occupancy or use of a Lot or common area by an Owner, the rate of insurance on the Association or Common Area shall be increased, the Owner of the Lot which causes the increase shall become personally liable therefore and shall pay for any additional costs of insurance premiums that may be incurred as a result of such occupancy, non-occupancy or other use of said Lot or common area. The increase shall become a special assessment upon the Lot(s) owned by the Owner(s) who cause such increase if not paid within thirty (30) days of a request therefor.

(c) No owner shall commit any waste or damage in, to, or upon the common area, nor do anything in, about, or in connection with the property or any Lot which would be in violation of any statute, law, ordinance, or government rule or regulation.

(d) No Owner shall do or permit to be done anything on or on the

property or the Common Area which would obstruct or interfere with the rights of or annoy or be offensive to the other Owners, or create a nuisance in or to said property or the other Owners.

(e) Each Lot Owner shall be responsible for the maintenance and upkeep of their respective ground cover and/or decorator items such as walkways, slabs, planting, grass areas, dirt areas, gravel or decorative rock areas and planters.

(f) No outside storage building or similar structure shall be constructed or installed on any Lot or portion thereof.

(g) No Owner shall rent a Lot for a rental period of less than thirty (30) consecutive days, nor shall any owner rent less than their entire Lot. In no event shall an owner or member rent a lot other than to a single family unless the Association has specifically waived such requirement. Tenants shall strictly comply with this Declaration and any bylaws and Association Rules. Any Lot Owner who leases to a Tenant shall in all respects be responsible for assuring such compliance, and any Tenant violations and associated fines shall be and remain the responsibility of, and shall be paid by, the leasing Owner. In the event that a lot owner or member fails to assure that a tenant has fully complied with this Declaration or Association rules, the Board of the Association, as agent for the owner, shall, upon notice to the owner by any reasonable method, have the right to enforce any violation by such tenant, and any Owner who fails to assure such compliance shall be subject to all remedies set forth in this Declaration as well as those provided in equity and at law.

(h) This Section 5 is for the mutual benefit of all Owners of the property and is deemed necessary for the protection of all Owners.

Section 6. Fixtures. All fixtures and equipment installed within a Lot, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior walls of a Lot (with the exception of the Common Area) shall be maintained and kept in repair by the owner thereof. No Owner shall do any act or work that will impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the Common Area, any other Lot, or any Owner.

Section 7. No discrimination. No action shall, at any time, be taken by the Association or its Board of Directors which would, in any manner, discriminate against any Owner or Owners in favor of any other Owner or Owners.

Section 8. No Business Activities. No occupation, profession, trade, business, or other non-residential use shall be conducted on or within any Lot or the Common Area.

Section 9. Nuisances.

(a) No Owner or Member shall permit or suffer anything to be done or

kept about or within a Lot, or on or about the Property, which will obstruct or interfere with the rights of other Owners, Members, Occupants or other authorized Persons, to the use and enjoyment of their property and the Common Area, or annoy them by unreasonable noises, odors, or otherwise, nor commit or permit any nuisance or commit or suffer any illegal act to be committed therein or thereon. Each Owner, Occupant, Tenant or Member, and their guests, shall comply with this Declaration, the Association Bylaws, and the Association Rules, as well as the requirements of all governmental authorities having jurisdiction over the Property. No person shall operate any noise emitting device, including, but not limited to, boats, motor vehicles (including motorcycles, ATV's, and the like), speakers, sound systems, radios, stereos, or other sound emitting devices of any kind in such a manner as to annoy or disturb the peace of any other lot owner or occupant. Any horns, whistles, bells, alarms, or other sound making devices shall be used exclusively for security purposes.

(b) Except as specifically permitted by the Association Rules, (1) no cars, trucks, boats, trailers, buses, motor homes, campers, or other vehicles of whatever type (herein collectively called a "vehicle") shall be parked or stored (i.e.; not moved for more than 72 hours) in or upon the Common Area, including the Private Roads and guests spaces, or upon a vacant or otherwise unimproved lot (i.e.; a lot upon which residence has not been completed); (2) no vehicle shall be repaired or rebuilt upon any Lot or any portion of a lot within view of the other lots or upon the Common Area; and (3) no vehicle shall be parked on the Common Area except in such parking areas as may be designated by the Association and subject to the time period limitations set forth in Article II, Section 2 (a) above. The Association may remove, or cause to be removed, any unauthorized vehicle at the expense of the owner thereof in any manner consistent with law; (4) no truck, pickup truck, bus, van, trailer, boat, antique car, classic car, camper, motorcycle, passenger car, station wagon, boat trailer, or similar type of vehicle or equipment shall be stored whether permanently or temporarily, on a Lot or on Common Area, whether on blocks or otherwise, which is inoperable, in a state of disrepair, or which is in any stage or construction or reconstruction, repair, modification, or rebuilding with respect to the vehicle or any part thereof, including, without limitation, engines, frames, bodies and/or other parts or accessories.

(c) No spotlights, flood lights or high intensity lighting shall be placed or utilized upon any Lot which, in any manner, will allow light to be directed or reflected on the Common Areas, or any part thereof, or any other Lot, except as may be expressly permitted by the Association Rules.

(d) No garbage, rubbish, trash, or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any portion of the property, and no odors shall be permitted to arise from any Lot so as to render any Lot or any portion thereof unsanitary, unsightly, offensive, or detrimental to any other Lot in the vicinity thereof, or to its occupants.

Violations of this Article VIII, Section 9, and its subsections shall, for the purpose of interpreting and enforcing these covenants, conditions and restrictions, be deemed a nuisance.

ARTICLE IX - EASEMENTS

Section 1. Blanket Easement. There is hereby created a blanket easement upon, across, over and under all of the property for ingress, egress, installation, replacing, repairing and maintaining all utilities and Common Area, including but not limited to, public and private water, sewers, gas, telephone and electricity, cable, and use of emergency vehicles and a television and Internet reception system.

By virtue of this easement, it shall be expressly permissible for the utilities providing electrical and/or telephone and/or television systems and/or cable or similar or related systems to erect and maintain the necessary underground equipment on said property and to affix and maintain electrical and/or telephone and/or Internet and/or television antenna wires, circuits, and conduits on, above, across and under the roofs and exterior walls of said Lots. An easement is further granted to the Association, its officers, agents, employees and to any management company selected by the Association, to enter in or to cross over the Common Area provided herein. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separated recordable document, the Owners shall have the right to grant such easement without conflicting with the terms hereof. The easement provided for in this Article IX shall in no way affect any other recorded easements.

Section 2. Exclusive Use. Each Owner shall, subject to the Common Area easement, the blanket easement, any recorded easement, and these covenants, conditions and restrictions, have exclusive use of his Lot. Each Owner shall be responsible to insure that none of his or her tenants, guests, invitees or visitors encroach upon the driveway or parking rights of another Owner. A failure to abide by this covenant shall enable a Lot Owner to cause the offending Lot Owner, his guests, tenants, invitees or tenants, vehicle to be towed away at the expense of the offending Lot Owner. Any complaint or dispute with reference to parking rights shall be solved by the arbitration formula outlines under Article III, Section 2, and any disputed towing expense shall, in such event, become a special assessment upon the Lot of the offending Lot Owner. Each Lot Owner shall have equal right to use of the Common Area, subject to restrictions set out in this Declaration and Association Rules, provided that such use or uses does not interfere with or restrict the use of the Common Area by other Lot owners entitled to use same subject, however, to the time period limitations set forth in Article II, Section 2 (a), above.

ARTICLE X - HOLD HARMLESS

Each subsequent Owner who acquires any interest in all or part of any Lot further agrees that upon such acquisition of an interest in all or part of the Lot said acquiring party shall not have nor shall they exert any right or claim against any Owner shown herein for any failure to enforce all or part of the covenants, conditions and restrictions set forth herein, but shall look only to the offending Owner(s), their successors and assigns, for any performance or relief deemed equitable or necessary for enforcement of the covenants, conditions and restrictions contained herein.

ARTICLE XI - INSURANCE; DAMAGE AND DESTRUCTION

Section 1. Insurance in General. The Association, acting through its Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain fire and casualty and extended coverage insurance for all insurable improvements in the Common Area. This insurance shall be in the amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board shall also obtain a public liability policy covering the Common Area, the Association, its directors, and its members as additional named insureds for all damage or injury caused by the negligence of the Association, directors, or any of its members, Owners or agents, including errors and omissions coverage, in an amount of not less than one million dollars (\$1,000,000.00). Premiums for all insurance shall be added to the face amount of the policy in determining whether the insurance at least equals the fullest replacement costs. Costs of all such insurance shall be included in the annual assessment.

Section 2. Other Insurance Provisions. All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association as trustee for the respective benefitted parties, as further identified in (b) below. Such insurance shall be governed by the following provisions:

(a) All policies shall be written with a company licensed to do business in Arizona.

(b) Exclusive authority to adjust losses under policies in force on the property obtained by the Association shall be vested in the Board of Directors; provided, however, no mortgages having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(c) In no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their mortgagees.

(d) All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons.

(e) The Association, to the extent reasonably available, and if the Board believes it to be in the best interests of the Association, shall secure insurance policies which provide for the following:

(1) A waiver of subrogation by the insurer as to any claims against the Board of Directors, its manager, the Owners, and their respective tenants, servants, agents and guests;

(2) A waiver by the insurer of its rights to repair, and reconstruct, instead of paying cash;

(3) That no policy may be canceled, invalidated or suspended on account of any one Lot Owner;

(4) That no policy may be canceled, invalidated or suspended on account of the conduct of any director, officer or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner or mortgagee;

(5) That no policy can be canceled or substantially modified without at least ten (10) days prior written notice to the Association;

(6) Workman's compensation insurance to the extent necessary to comply with any applicable laws, and any other insurance deemed necessary by the Board;

(7) Standard fidelity bonds covering those certain members of the Board, the officers, and those certain employees of the Association who are authorized to sign checks on behalf of the Association, in such amounts as the Board may determine from time to time.

Section 3. Review. At least annually the Board shall review and examine the insurance coverage officers by its policies, and make such additions to, or deletion from, coverage as may be prudent. The result of such review and examination shall be in writing and provided to all Owners and , upon request, any first mortgagee. Each Owner and first mortgagee shall be advised of the amounts and type of insurance carried by the Association promptly upon written request.

Section 4. Owner's Responsibility and Obligation. The Association shall not carry insurance except that which it is obligated to carry or elects to carry in accordance with the Articles of Incorporation, Bylaws and this Declaration, and under no circumstances will the Association carry any insurance on the Owner's Lot, improvements thereon and the contents therein, which shall be each Owner's obligation. Further, each Owner shall be obligated to ascertain that each Owner's automobile insurance gives adequate protection with respect to liability and property damage in the parking spaces on the property.

Section 5. Damage and Destruction. Immediately after the damage or destruction by fire or other casualty to all or any part of the property covered by insurance written in the name of the Association, the Board of Directors, or its duly authorized agent, shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed portion of the property. Repair or construction, as used in this paragraph, means repairing or restoring the property to substantially the same condition on which it existed prior to the fore or other casualty.

Declarant adopts this Declaration in its entirety by the signature of its managing member below.

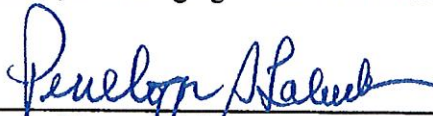
Dated: 10-02, 2020

Parker Properties, LLC,
an Arizona Limited Liability Company by:


SCOTT W. GOODMAN, Managing Member

STATE OF CALIFORNIA)
)ss.
County of ORANGE)

The foregoing instrument was acknowledged before me this 2ND day of OCTOBER, 2020, by Scott W. Goodman, as Managing Member of Parker Properties, LLC, an Arizona Limited Liability Company.

My commission expires: 5/20/2022 
Notary Public

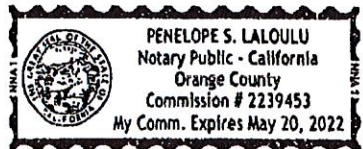


EXHIBIT "A"

That certain subdivision set forth on the "Survey Map" recorded at the office of the La Paz County Recorder on 05-17-2018 on Reception No. 2018-01873, a true and accurate copy of which, along with a delineation of the outside boundaries thereof, is attached hereto.

SURVEY MAP

RIVERS EDGE ESTATES

A SUBDIVISION OF THAT PART OF GOVERNMENT LOT 1, SECTION 14, TOWNSHIP 10 NORTH, RANGE 18 WEST, GILA AND SALT RIVER MERIDIAN, LA PAZ COUNTY, ARIZONA AS SHOWN ON RECORD OF SURVEY RECORDED AT RECEPTION NO. 2005-05631 ON JUNE 17, 2010, CONTAINING 1.58 ACRES.

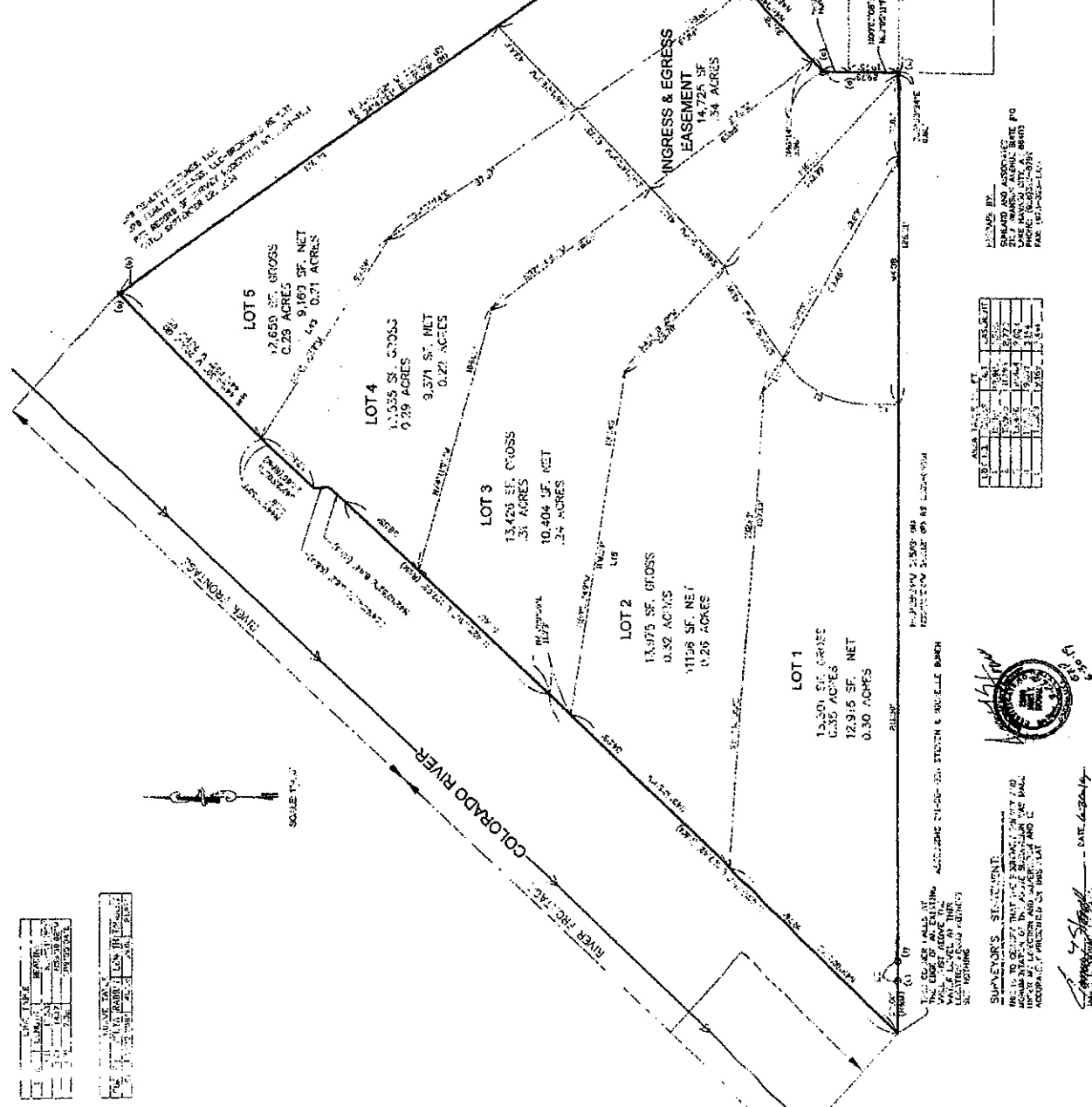
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NOTES

1. ALL LOTS ARE BEING SURVEYED AND RECORDED AS SHOWN ON THIS MAP.
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Lot	Gross Area (SF)	Net Area (SF)	Net Area (Acres)
LOT 1	13,501	11,198	0.25
LOT 2	13,426	10,404	0.24
LOT 3	13,426	10,404	0.24
LOT 4	17,850	9,163	0.21
LOT 5	17,850	9,163	0.21

Lot	Gross Area (SF)	Net Area (SF)	Net Area (Acres)
LOT 1	13,501	11,198	0.25
LOT 2	13,426	10,404	0.24
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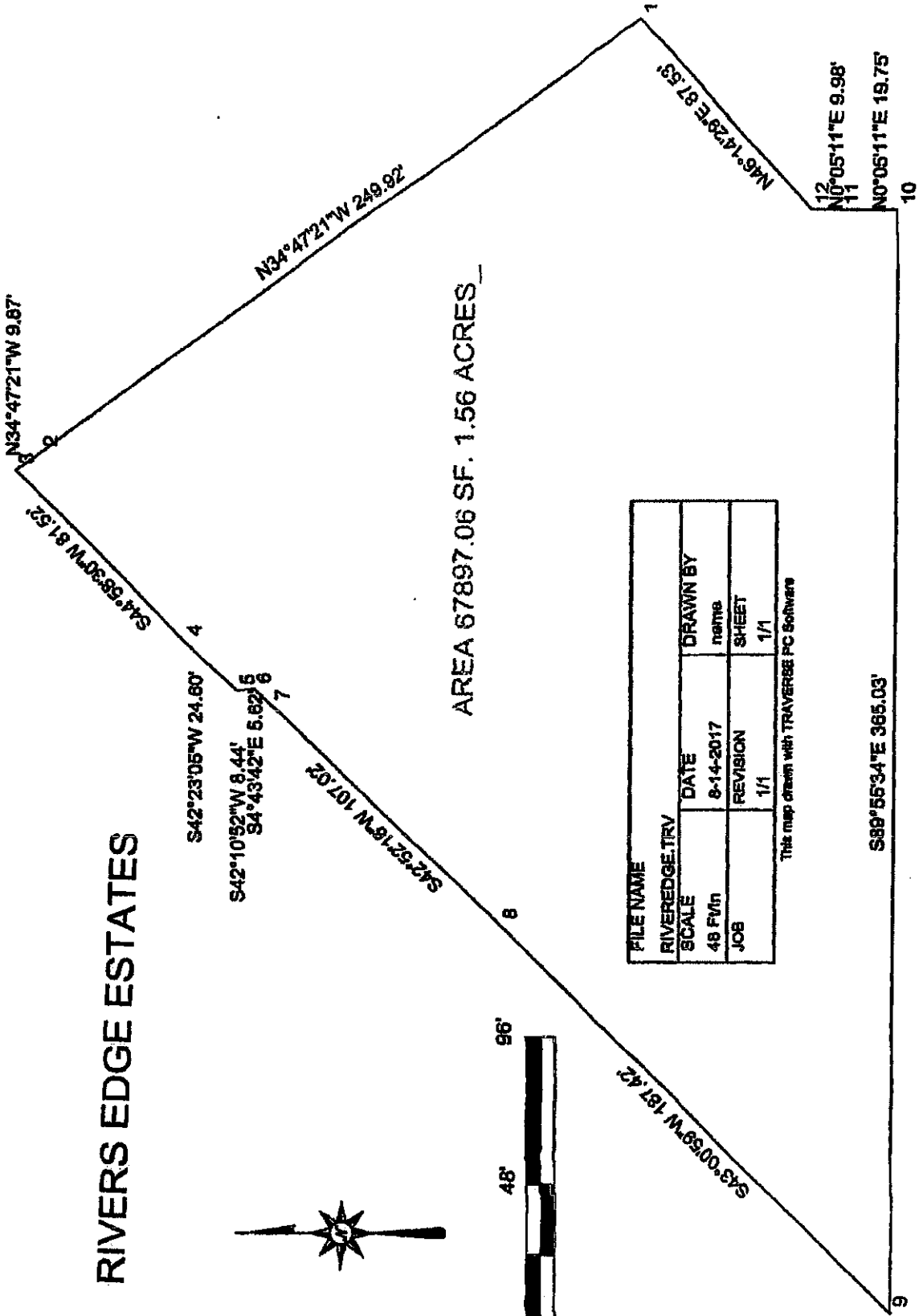
Lot	Gross Area (SF)	Net Area (SF)	Net Area (Acres)
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LOT 3	13,426	10,404	0.24
LOT 4	17,850	9,163	0.21
LOT 5	17,850	9,163	0.21



SURVEYOR'S STATEMENT:
 I, the undersigned, being duly qualified and licensed as a Surveyor in the State of Arizona, do hereby certify that the above is a true and correct copy of the original survey map as shown to me by the client and as recorded in the public records of the County of Maricopa, Arizona.

DATE: 6/23/17

RIVERS EDGE ESTATES



FILE NAME	DATE	DRAWN BY
RIVEREDGE.TRV	8-14-2017	name
SCALE 48 FV/in	REVISION 1/1	SHEET 1/1

This map drawn with TRAVERSEE PC Software

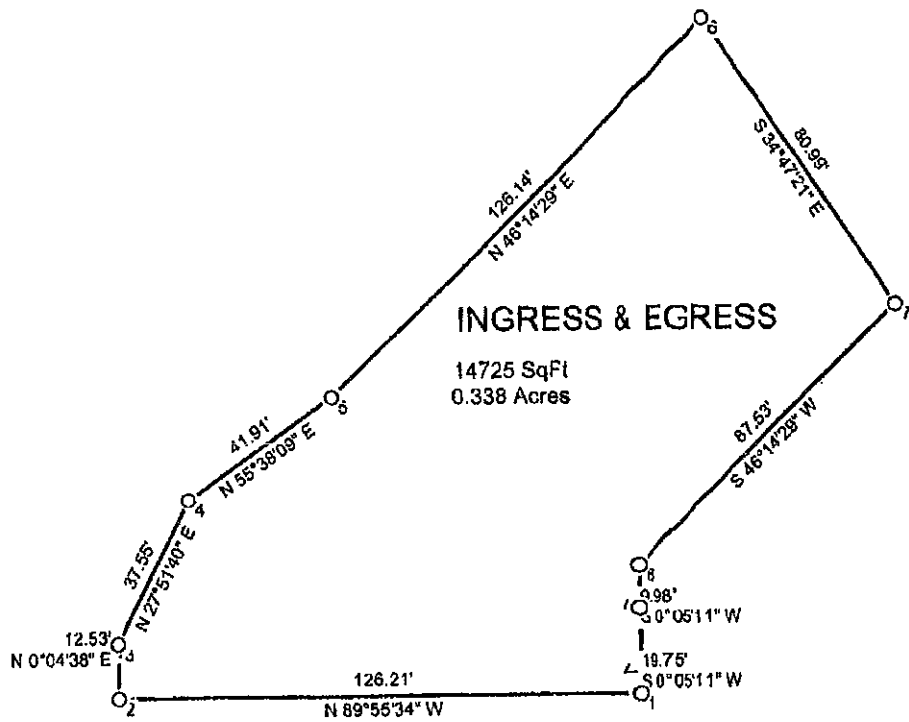
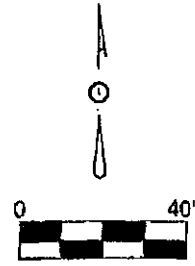
S89°55'34"E 365.03'

AREA 67897.06 SF. 1.56 ACRES

EXHIBIT "B"

That certain "Ingress and Egress Easement" set forth on the "Survey Map" recorded at the office of the La Paz County Recorder on 05-17-2018 at Reception No. 2018-01873, a copy of which is attached to Exhibit "A", a delineation of the outside boundaries of which is attached hereto.

RIVERS EDGE ESTATES



FILE NAME		
RIVERSEDGE1.TRV		
SCALE	DATE	DRAWN BY
40 Ft/in	12-16-2017	INSERT NAME
JOB	REVISION	SHEET
2017-1	1/1	1/1

This map drawn with TRAVERSE PC, Software

EXHIBIT "C"

Rivers Edge Estates Design Guideline.

A. INTRODUCTION

Rivers Edge Estates ("REE" or the "Community") is a new five lot development for fine, highly individual, estate-style homes. The environment in REE is semi-rural desert, tranquil and beautiful, bounded by the Colorado river. All Proposed Improvements to property in REE must be evaluated and must be approved by the REE "Design Review Chair" (DRC) prior to commencement of the work. This is to protect the aesthetics, quality of life and property values in the Community. Of course, it is always difficult and subjective to define quality, beauty, good taste and compatibility; but the DRC must try to do this in evaluating applications for Improvements for the protection of the Community as a whole. The Rivers Edge Estates Design Review Chair wants to help each of its residents to realize his or her personal and unique vision for their ideal home, rather than impose conformity and create obstacles to that goal. You should propose something you like that is beautiful, high quality, and will be appreciated by others; as they will be looking at it too. The DRC has some guidelines to help you and your design team, but remember since design, beauty and aesthetics are so individual and subjective, it will still be up to the DRC in his or her discretion to decide if your proposed design meets the Standard. The Design Guidelines later in this document may help with this. So how can the DRC support the freedom of individual property owners to have the home of their dreams while at the same time protecting neighbors and the Community from negative impacts? The "Good Neighbor Standard". It's pretty simple really. The DRC at REE follows the "Good Neighbor Standard" (the "Standard") policy which simply stated is: If Proposed Improvements comply with all governmental laws, codes, regulations and the Governing Documents of Rivers Edge Estates, including the Goals and Considerations in Design set forth in the Design Guidelines; and will not negatively impact the beauty, quality, value, aesthetics or tranquility of neighboring properties or the Community, they are welcome in Rivers Edge Estates subject to the DRC approval. The DRC, Design Committee (when applicable), staff and consultants, as representatives of all owners in the Community will use their discretion to evaluate each application based upon all facts and circumstances. The determination of whether Proposed Improvements meet this Standard is, of course, subjective.

B. DESIGN REVIEW CHAIR AND APPROVALS

1. **What's exempt from DRC approval?** The only Proposed Improvements that are exempt from DRC approval are those that meet one or more of the following criteria:
2. The Proposed Improvements consist solely of work on the interior of an existing enclosed structure and will not be visible, generate dust, noise or other external impacts outside the property boundaries.

- a. Consist solely of maintenance, repairs to or replacements of existing exterior improvements at a property such that upon completion the Improvements are substantially the same as existing, and
- b. The Improvements do not require issuance of a permit from the County of La Paz, and
- c. The Improvements can reasonably be expected to be completed within 90 days, and
- d. A landscape change under 200 square feet which is consistent with prior landscape design approval. It is the Owner's responsibility to be sure Proposed Improvements are correctly defined as exempt. Even if Proposed Improvements or alterations are exempt from DRC approval, the Owner is still subject to the remainder of these Rules and all governmental codes and regulations.

C. THE FORMAL APPLICATION PROCESS

1. Owners wishing to perform Improvements or alterations to property in Rivers Edge Estates must make a formal application for permission from the DRC as more fully set forth below. The DRC will review the application and approve or disapprove the application in its discretion based upon the principles set forth in the Introduction above. Any disapproval from the DRC will state as clearly as reasonably possible the reasons for that disapproval and suggest possible adjustments, revisions or mitigation to the Proposed Improvements that may make the proposal acceptable to the DRC. Since the process of application, submittals, review and approval is unfamiliar to many; it is set forth below in a "step by step" format to make it easy to follow. While this detailed description may make the process seem lengthy, it is actually quite logical and will work efficiently if you and your representatives follow it as instructed. Please keep in mind that DRC review and approval or disapproval of Proposed Improvements or associated submittal materials is only related to the limited concerns of the DRC, which are subjective and primarily aesthetic in nature. Such DRC action does not imply review, approval or disapproval as to governmental codes and regulations, engineering or technical matters of any kind. The DRC expressly disclaims any representations to the contrary and assumes no liability expressed or implied as to any Improvements made pursuant thereto.
2. Terminology in this document:
 "County" means the County of La Paz, Arizona and or City of Parker, Arizona where applicable. "Community" means the entirety of REE including all common areas and lots as well as the owners of property in REE. "Owner-Applicant," "Applicant" or "Owner" means the REE property owner desiring to perform or performing construction, demolition and or improvements at a property in REE and includes the agents of that owner, including but not limited to architects, designers, engineers, professional consultants, contractors and others working directly or indirectly on behalf of the property owner.
 Capitalization of defined terms is for convenience only and terms not capitalized still have the same meaning if required by the context.

3. **Step 1-The Application for Proposed Improvements:**
The Owner-Applicant shall complete and submit to the DRC the following items with each application:
4. Design Review Application for Improvements form (describes what you are proposing), Three (3) sets of printed plans and one digital (as more fully described below) for the Proposed Improvements,
 - a. Required Review Fee as outlined below.
 - b. Design Review Fees are required with each application, regardless of how small or simple. The amount of these fees may vary dramatically based upon the size, type and complexity of the Proposed Improvements.
5. Design Review Fee Schedule:

New Residence on Improved lot.	\$ 2500.00
New Landscaping.	\$ 2000.00
All structures under 500 square feet.	\$ 500.00
Grading or movement of soil greater than 200 cubic yards.	\$ 500.00
Swimming Pools/ Spas	\$ 500.00
Miscellaneous projects: fences, arbors, patio covers (minor).	\$ 250.00

The non-refundable Design Review Fee covers the costs of the DRC, DRC staff and Design Review professional consultants for review and processing of the plans and application materials. Additional review fees may be required for additional or complex submittals. Payments are made to the acting DRC (Design Review Chair). Design Review Fees shall be submitted with the Preliminary Design Submittal. Only checks will be accepted, and no interest will be paid. Any remaining monies from unexhausted Design Review Fees shall be refunded to the Design Review applicant within 30 days of notice.

6. **Step 2-The Preliminary Design Submittal:**
It is important to note that each Proposed Improvement is unique and therefore the Design Submittal requirements may vary based upon the extent of the Proposed Improvements. The scope of the Design Submittal is at the discretion of the DRC once the process begins.

No Preliminary Design Review of an application will commence until the submittal is complete. Unless the Owner-Applicant is expressly notified of different requirements by the DRC in writing or the plans listed below are not applicable (in the discretion of the DRC) to the type of Proposed Improvements, the submittal shall consist of three (3) duplicate sets of the following plans and other materials and digital form. Please note that all drawings, plans and documents must be neat, clear and professional in presentation. All plan sheets must include the street address and REE lot number, a graphic scale and a north arrow.

1. *Civil engineering drawings* at not smaller than 1"=10' scale prepared by a Arizona Registered Civil Engineer consisting of:

- a. Site plan, showing the entire property, and including the location of the building envelope, the residence and all buildings, driveways, parking areas, patios, pools, walls, fences, landscape and other structures, all plants, or special terrain features to be preserved, terrain features to be removed and all utility sources and connections, and
 - b. Site sections, indicated on Site plan, longitudinal and transverse, from property line to property line indicating existing slopes, spot elevations and structures.
 - c. Precise grading plans shall be provided wherever proposed existing site elevations are to be modified that clearly indicate existing and proposed contours, top and bottom of walls, wall heights, footing depths, raised patios, pools, spas, etc. with elevation data. The plans should provide spot elevations, cross sections and details as required to clearly and completely communicate the Improvements, and
 - d. Drainage plan, indicating surface drainage pattern, inlet and outlet locations, and invert and spot grade elevations.
2. *Architectural Drawings* at not smaller than 3/16"= 1' scale prepared by an Arizona Licensed Architect or Professional Residential Designer consisting of:
- a. Floor plans showing finished floor elevations, and
 - b. All exterior elevations showing both existing and proposed grade lines, plate heights, ridge heights, and roof pitch, and
 - c. Building section, indicating existing and proposed grade lines, and
 - d. Roof plan showing all roof pitches, and
 - e. In addition to the exterior elevations, a "conceptual drawing" showing the most prominent and descriptive view of the residence in perspective and on the actual site. This drawing must show all major existing site features and relevant topography in scale. It must also clearly show all architectural elements, with major building elements labeled for identification, and
 - f. If the DRC deems it appropriate due to the complexity of design, a study model (3D computer drawing or 1/8"=1' Physical model) may be required which accurately depicts all the Proposed Improvements and their relationship to the site, and
 - g. Color board indicating exterior materials, colors, textures, etc., and
 - h. Any other drawings, materials, or samples requested by the DRC.
3. *Landscape Drawings* at not smaller than 1"-10' scale prepared by an Arizona Licensed Landscape Architect consisting of:
- a. Hardscape plan clearly indicating and identifying all "existing to remain" and proposed non-living landscape construction including and delineating landscape areas, walks, walls, fences, patios, landscape structures (trellis, arbors, gazebos, etc.), pools, spas and water features (including equipment), and mechanical equipment as they relate to the Site plan and residence. The hardscape plan needs to provide adequate detail, inclusive of all proposed materials, finishes and specification to fully explain the design and construction of all landscape structures and elements. It must provide exact locations and heights of fences and walls (including retaining walls) and all finishes proposed for any pools, spas and/or water features, and
 - b. Planting plan clearly indicating and identifying all "existing to remain" and proposed planting. All areas of the Lot not occupied by a structure, hardscape, or otherwise utilized shall be landscaped with ground covers, turf, shrubs or trees, and

- c. Irrigation plan clearly indicating and identifying all components of an automatic landscape irrigation system providing coverage to all landscape areas of the property as approved by the County of La Paz. The submitted irrigation plan must indicate the irrigation system water point of connection.
- d. Exterior and landscape lighting plan and fixture cut sheets, and
- e. Color board indicating exterior materials, colors, textures, etc.
- f. The responsible maintenance provider should be clearly indicated on the landscape plans for all areas.

Step 3 - The Preliminary Design Review - The DRC will review the complete Preliminary Design Submittal, consider the Goals and Considerations in Design set forth in the Design Guidelines in accordance with the Good Neighbor Standard, and will respond in writing no later than 30 days thereafter.

Upon receipt of the results of the DRC Preliminary Design Review, an Owner-Applicant may request a meeting or telephone conference to discuss the Preliminary Design Review with the DRC. Such meeting or telephone conference shall be at a time, place and manner acceptable to the DRC in its discretion and at the expense of the Owner-Applicant, should the venue be other than the subject lot or requiring travel of the DRC outside of 3 hours total. The DRC shall have the discretion to halt or refuse any such meeting or telephone conference if it deems it to be unproductive. In that event, any response an Owner-Applicant may wish to make regarding the results of a design review must be addressed to the DRC in writing. The DRC shall have discretion to approve a variance from the Design Guidelines if it deems such a variance to be in the best interest of the REE community and its members. The Owner-Applicant shall not contact the DRC, DRC staff person, or consultant regarding the Proposed Improvements, the application or the review other than those persons that have been specifically designated to the Owner-Applicant by the DRC for that purpose in writing.

A Preliminary Design Approval shall not be deemed to be approval of the Project or any portion of it as submitted and no opinion, statement or vote may be relied upon by Owner-Applicant as binding or as final approval of the Project. Preliminary Design Approval is preliminary only and provides no basis upon which Owner-Applicant may make any claims for reimbursement for any expense generated because of such Preliminary Approval. Until the Final Design Submittal has been made and approved, the DRC reserves the right to disapprove and deny all or any portion of the Project. The DRC shall approve or deny the final preliminary design after considering the Goals and Considerations in Design set forth in the Design Guidelines in accordance with the Good Neighbor Standard.

Step 4 - The Final Design Submittal - After Pre-Design Approval has been received, the Owner-Applicant shall submit a Final Design Submittal for DRC review.

It is important to note that each proposed Improvement is unique, and the plan submittal requirements may vary at the discretion of the DRC.

No Final Design Review of an application will commence until the submittal is complete. Unless the Owner-Applicant is expressly notified of different requirements by the DRC in writing or the plans listed below are not applicable (in the discretion of the DRC) to the type of Proposed Improvements, the submittal shall consist of digital records and three (3) duplicate sets of the following plans as well as the other items listed below:

1. Final Design Drawings. These are the plans from the Preliminary Design Submittal modified if and as required by the DRC Preliminary Design Approval and as approved by the County of La Paz and any other governmental body approving the plans. They will be the plans the Proposed Improvements must follow and will become the "record" set for the DRC to monitor compliance.

Step 5 - The Final Design Review - The DRC will review the complete Preliminary Design Submittal and will respond in writing no later than 30 days thereafter, but please be aware that this time period does not commence until a complete submittal in conformance with all of these Rules has been received by the DRC .

If, in the opinion of the DRC in its discretion, the Final Design is a logical and direct development of the approved Preliminary Design and is otherwise in compliance with these Rules and Declaration, approval will be granted.

Should the Final Design, in the opinion of the DRC in its discretion, differ from the approved Preliminary Design or violate any of these Rules or the Declaration, disapproval may result and a revised submittal shall be required.

Final Design Approval must be in writing and from the DRC in its official capacity to be valid. In no case shall the Owner-Applicant commence construction of the Proposed Improvements prior to receipt of such written approval.

No statement, meeting, or opinion that occurs prior to the issuance of the formal, written Final Design Approval by the DRC shall be construed as an approval or disapproval or binding in any way by the DRC. The Owner-Applicant shall not be entitled to rely on any such statement, meeting, or opinion.

In the event of disapproval by the DRC of an application submittal, the DRC shall, to the extent required by law, provide a complete statement of the reasons for such disapproval as well as a description of the procedure for reconsideration of the decision by the Board. A re-submittal of an application shall follow the same procedures as an original submittal.

If the application is denied the Owner-Applicant may appeal to the DRC for reconsideration with a summary of consideration and any additional information not previously submitted.

Step 6 - Pre-Construction Agreement and Conference - After Final Design Approval the DRC and Owner-Applicant shall enter into a formal agreement prepared by the DRC documenting the estimated dates of commencement and completion of construction, and any other provisions deemed by the DRC to be necessary or advisable in its discretion to see that the project advances in a timely and efficient manner.

Typically, the DRC requires the Owner-Applicant to satisfy any conditions precedent and commence construction pursuant to the Final Design Approval and governmental approvals within 12 months of receiving Final Design approval. If the Owner-Applicant fails to begin construction within this time period, the Final Design Approval shall be automatically deemed expired and revoked unless extended formally and in writing by the DRC.

Typically, the DRC requires completion of construction pursuant to the Final Design Approval and governmental approvals within 12 months for a moderate remodel or alteration and within 18 months for a major remodel or new house construction. The DRC may grant extensions of time to complete in his or her discretion.

Prior to commencing construction, the Owner-Applicant (often the contractor to perform the work) must meet with the designated representative of the DRC to review construction procedures, security and coordination of activities in Rivers View Estates.

The Owner-Applicant (often the contractor does this) will be asked to complete an updated "Contractor Security Information" form. This form will be included with the Rivers Edge Design Guideline.

Step 7 - Construction in Progress - The DRC may, at its discretion, inspect all work in progress to assure compliance with the Final Design and any conditions of the DRC Final Design Approval, however the DRC is not an inspection agency and is under no duty or obligation to inspect. Absence of such inspection or notification of noncompliance during the construction period does not constitute an approval by the DRC of work in progress or compliance with these Rules nor does it waive any right of the DRC to require strict compliance with the approved Final Design and any conditions of approval.

The Owner (often the contractor does this) shall notify the DRC at the following points during the construction:

1. Building pad elevation complete, and
2. Formwork complete prior to pouring concrete foundation, and
3. Framing completed to highest point of structure, and
4. Completion of building, and
5. Completion of landscaping, and

6. Final completion of all work.

Failure to notify the DRC so that it has an opportunity to verify compliance at each phase may greatly increase the risk that the Owner may need to remove unapproved construction later.

If the Owner desires to make changes or additions during construction or after completion the proposed changes or additions must be submitted to the DRC for approval prior to making such changes or additions, however no approval is required for changes made to the interior of the structure causing no change to exterior aesthetics.

Step 8 - Completion of Construction - Upon completion of all work per the Final Design Approval and all governmental requirements, the Owner shall provide to the DRC written notice of completion together with a copy of the Certificate of Occupancy or other documentation of final inspection and approval issued by the County of La Paz, unless not required by the County of La Paz. If the DRC, in its discretion, deems that all Improvements comply with the Final Design Approval and these Rules, the DRC shall issue a final written approval to the Owner. This "DRC Certificate of Completion" is to be issued within 30 days of the DRC deeming the Improvements in full compliance. Please note, however, that any DRC Certificate of Completion is not a representation by the DRC or any of its consultants, members or staff that work has been performed completely or properly; and such Certificate is subject to rescission by the DRC in the event of any error or mistake, non-compliance or other reason for which the DRC may reasonably deem the work incomplete or non-compliant.

If it is found that the work was not done in compliance with the Final Design Approval, these Rules or the Declaration, the DRC shall issue a written notice of noncompliance to the Owner specifying the particulars of noncompliance. This "DRC Notice of Noncompliance" shall be issued within 30 days of the receipt by the DRC of the written notice of completion and required governmental approval from Owner. The Owner shall have 30 days from the date of receipt of an DRC Notice of Noncompliance within which to remedy the non-complying portions of the Improvements. If, by the end of this time period, the Owner has failed to remedy the noncompliance, the DRC may, in its sole discretion, seek remedial steps to implore the owner/ builder and or general contractor comply with the DRC approved plans.

The approval by the DRC of any plans, drawings, or specification for any work done or proposed shall not be deemed to constitute a waiver of any right to withhold approval of any similar plans, drawings, or specification subsequently or additionally submitted for approval. Failure to enforce any of the development standards shall not constitute a waiver of same. The DRC reserves the right to waive or vary any of the procedures set forth herein at its discretion.

D. DESIGN GUIDELINES

THE ARCHITECTURAL THEME: DESERT TERRITORIAL AESTHETIC (DTA)

1. The Design character of Rivers Edge Estates (REE) draws from diverse forms, varied massing and organic materials to create a unique and homogenous vernacular for this tight-knit community. "Desert Territorial Aesthetic" (DTA) indicates homes that complement the shelved topography and natural environment of the desert, and the gentle majesty of the adjacent Colorado river. Rivers Edge Estates appreciated immediate and unfettered access, both visually and physically to the Colorado river where the use of simple forms and the use of natural materials are meant to subordinate this form architecture to the natural setting. These forms provide a tasteful backdrop to the natural desert landscaping surrounding the homes and the community in general. Low slope roofs of simple shape and flat roofs on top of varied massing elements define the core framework for the Desert Territorial Aesthetic. Exterior materials such as plaster, wood, steel, stone and slate, and earth tone colors integrate with and complement the hues and textures of the desert. Shaded courtyards and extended patios provide a transition between the landscaping and the interior of the homes. Serene views of the Colorado river are brought to the interior of the home through large, simply shaped windows. Expansive openings at the exterior of the home serve to cohesively seem the exterior and interior environments together. These design precepts combine to create a community in harmony with its desert environment.

Purposes of These Guidelines.

All plan submittals must meet the Good Neighbor Standard established in these Rules to receive DRC approval; which means the Proposed Improvements must not negatively impact the beauty, quality, aesthetic or tranquility of neighboring properties or the Community. The purpose of these guidelines is to assist the Owner-Applicant in designing Proposed Improvements in a manner that will meet that Standard and to ensure that an Owner-Applicant will carefully consider compatibility and sensitivity to neighbors and the Community in the design of Proposed Improvements.

These guidelines shall also serve to assist the DRC, DRC staff and consultants in the review process. The concepts set forth in these Guidelines are not meant to discourage unique and innovative design solutions. Rather, they embody the intent of the findings that must be made by the DRC for design review and approval.

Design review by the DRC may involve a comprehensive evaluation of all of the characteristics of the Proposed Improvements that may have an impact on neighbors, neighboring properties and the Community as a whole. Among other things, these characteristics may include: site planning, architecture, landscape design, walls, fences, lighting, materials, protection of open space and setback areas, maintenance of views,

impacts on privacy and tranquility enjoyed by other Owners and the Community, sensitivity to the site, compatibility of scale to other residences, height limitations, etc.

The following goals, considerations and guidelines are intended to apply to the planning, design, review and approval of all Proposed Improvements, whether demolition, alteration or construction and including but not limited to new, replacement and remodeled structures, landscape improvements or modifications, hardscape and site work.

GOALS:

1. To preserve, protect and enhance the existing beautiful, tranquil and semi-rural desert environment of Rivers View Estates.
2. To enhance the quality of the built environment by requiring high standards in architectural and landscape design.
3. To ensure compatibility of all Improvements with the Community.
4. To respect public and private views.
5. To ensure Improvements reflect respect for the tranquility and privacy of neighbors and the Community.
6. To ensure grading and development are appropriate to the site and long-term scarring of the landscape is avoided.

Before designing Improvements, the following issues and elements should be considered:

CONSIDERATIONS IN DESIGN:

1. Compatibility of the proposed design within the context of the Community.
2. Expected reaction of neighbors if they will be impacted by the Proposed Improvements.
3. Impact on neighbor and Community views and privacy of any and all aspects of the design.
4. Overall building massing and size in proportion to other Improvements in the Community.
5. Concealment and integration of mechanical and electrical equipment into the overall design as much as possible.
6. Harmony of siting, orientation, sizes, material, color, and composition of all Improvements.
7. Adequate landscaping in proportion to the Project, the site and the Community.
8. Site lighting respectful of neighbors and the Community.
9. Grading and development designed to avoid visible scarring of the land after completion.
10. Siting and screening that minimize the visual impacts of the Improvements on the Community and neighbors.

Overall Design Approach and Review Approach.

Every effort should be made to site the residence so that the structure blends into the surrounding terrain and landscape and minimizes the obstruction of views to the Colorado river for adjacent properties.

All Improvements shall comply with all applicable governmental codes and regulations.

Building Envelope - Setbacks and Height Limits.

The building envelope is the three-dimensional part of each site within which all structures of every kind, including buildings and decks must be located.

Building Setback Areas.

Building setbacks are predefined for each lot. The property buyer/owner is advised and encouraged to request a site plan from the property seller prior to the beginning of planning and design.

No building, swimming pool, patio, fence, wall or other structure shall be placed in whole or in part in any portion of a setback area except:

- (i) Landscaping and
- (ii) Driveways and walkways.

Strong deference will be given to the fact a proposed Improvement is capable of being contained within the original building envelope.

BUILDING MATERIALS

a. Exterior Wall Materials.

-Cement Plaster (Stucco) Smooth, Smooth steel trowel, Semi-smooth steel trowel and fine sand finishes are permitted. LACE, ROUGH-SAND and CAT-FACE TYPE finishes are NOT ALLOWED.

-Metal Panel of Copper, Zinc, Patina style, Kynar Painted Galvalume of earth-tone color hues are permitted. Metal Panel of GALVANIZED or RAW finishes are NOT ALLOWED

-Wood Cladding/Siding and Simulated Wood cladding/ Siding of high-quality and natural color hues are permitted. Materials of a distressed aesthetic will be considered on a project by project basis.

-Natural Stone Cladding of varying type, size, color and texture are permitted. The approval of these materials is that of the DRC (Design Review Chair). Stark colors, i.e.: black and white are very discouraged.

b. Roof Materials.

-Concrete Roof Tile of flat-interlock, shingle and roman-pan styles of earth-tone color hues are permitted. BARREL, MISSION "S", 2-PIECE MISSION "S" and JAPANESE style roof tiles are NOT ALLOWED.

-Clay Roof Tile of flat-interlock, shingle and roman-pan styles of earth-tone color hues are permitted. BARREL, MISSION "S", 2-PIECE MISSION "S" and JAPANESE style roof tiles are NOT ALLOWED.

-Natural Slate of earth-tone color hues are permitted.

-Interlocking-Standing Seem and 5V Metal Panels of Copper, Zinc, Patina style, Kynar Painted Galvalume of earth-tone color hues are permitted. Metal Panel of GALVANIZED or RAW finishes are NOT ALLOWED.

-Asphalt shake/ shingle and roll type roof materials are NOT ALLOWED.

-Physical samples of the actual roof material and color (partial samples ok) are required to be submitted to the DRC.

c. Windows and Exterior Doors.

-Windows and exterior Doors of wood, aluminum, copper or steel shall be of a high-quality build with integral color, factory painted, or factory anodized finish. Clear anodized finish is allowed. Clear coat only finish is allowed when the exterior frame of the window/ door system is of clear grain wood. Vinyl and built-up aluminum window/ door frames with a narrow-sash profiles are not allowed unless of a high-quality type. Visibly welded or mechanically fastened corners are STRONGLY discouraged across the range of acceptable windows and doors. All window and doors shall meet all applicable building code standards.

-Muntins, (Vertical Light Divisions) and Mullions, (Horizontal Light Divisions) shall be of the true divided type or have a spacer between applied occurrences of said Muntins and Mullions and shall be of a dimensional width no less than 1" (one-inch). Muntins and Mullions are allowed at the front and sides of the house but are strongly discouraged at the rear elevation of the house.

-Windows shall be recessed into the framing of the exterior wall by no less than 2". The width of all exterior walls are required to be a minimum width (thickness) of 5-1/2" when measuring the framing member or block masonry unit exclusive of finish or cladding materials. I.E. A 2x6 nominal stud is 5-1/2" thick.

-Plant-on door and window trim is strongly discouraged and will be considered on a project by project basis.

-Physical samples of the actual window and exterior doors including the color (partial samples ok) are required to be submitted to the DRC for review and approval given by the DRC prior to ordering of these materials for the project.

Height Limitations.

No buildings or structures constructed on lots 1, 2, 3, 4, and 5 shall exceed two stories in height. The definition of "story" shall be as defined by the County of La Paz of La Paz, but a building shall be deemed to be single-story if floor levels do not vary by more than four (5) feet. Buildings or structures constructed on all other lots shall not exceed two stories in height. The highest point of any building except that chimneys shall not exceed thirty (30) feet above the elevation of the Building Pad as defined below:

"Building Pad" shall be defined as the existing natural grade or manufactured grade, whichever is lower.

Fences, Walls and Gates.

An owner may construct not more than one fence or wall at ea. "Side Yard" of the property not more than 72" high (6'-0") as it relates to the lowest of relevant adjacent grade on a Side Yard Property line. (see diagram A). The wall finish shall be that of stucco with the color and texture matching that of the finish of the relative residence on said lot. Walls over 24" in height shall maintain a setback from the river-front property line of 10'-0" (ten -feet). The wall cap shall match that of the common walls currently built on the REE boundaries.

Standalone walls or fences between the home, adjacent structures and the river in excess of 24" high as it relates to the highest of adjacent grade are not permitted. When such walls are constrained outside the river side 10' setback, the wall(s) shall be limited to a maximum height of 72" (6'-0") as it relates to the lowest of adjacent grades on either side of the common side-yard property line. Offset or adjacent walls to a property line wall shall be limited to a height of no more than 24" when measured from the lowest of existing (native) or finish grade, whichever is lower. (See diagram B).

An owner shall not permanently or temporarily place objects, organic or inorganic, on and or along the top, or on and or along the side of any wall that would render a height composition in excess of 72" (6'-0").

Only one wall is allowed along a common property line.

A licensed civil or structural engineer shall design walls when the wall design exceeds that as allowed by the local building authority and applicable Municipal standards.

All pool safety fences shall meet all applicable local and state placement and construction requirements.

Owners may have privacy walls and gates between the side yard walls and the structure of the residence. Designs will be approved during the Preliminary Design review process. These walls and gates are encouraged not to exceed 7' in height.

Site Grading.

Improvements should be sensitively and carefully planned to minimize alteration of the existing topography and maintain existing contours and drainage. Any grading that is required should be done so as to maintain the natural existing softness of the terrain using regular slopes and natural rounded and varied contours that are not sharply defined.

Drainage.

All residences shall provide an on-site drainage system to collect and route surface and roof run-off to approved outlets in a professionally engineered and code compliant manner.

Final grading shall provide a minimum 2% slope in all landscape areas away from structures, adjacent properties and REE common areas except to approved outlets.

Concentrated drainage flow shall be avoided, and erosion is to be avoided in all circumstances.

Drain outlets and aprons should be integrated into the landscape utilizing rock, cobble, brick or other approved materials and drainage structures which are artificial in appearance, such as exposed drainage pipe, must be avoided.

Drainage swales or washes interrupted by site improvements or additional drainage structures created by such improvements shall be constructed or reconstructed of natural materials properly placed for positive operation of the drainage system during construction to protect and retain exposed earth and proper drainage shall be maintained during construction. Drainage damage that occurs to other lots or REE common area because of Owner's Improvements or the construction of Owner's Improvements is the sole responsibility of Owner.

The Civil Engineer of Record shall review and acknowledge the approved mass grading and drainage plan of Rivers Edge Estates and take note of all existing drainage facilities and account for and incorporate them into his/ her work product.

Access Drives.

Driveways should drain properly per the drainage plan. Drainage across or under driveways, where required, should be integrated into the design of the drive or apron.

Driveway and parking area materials close to the home may vary as they relate to individual architecture or design but should always maintain a finished quality. Driveway materials visible from the street should not detract from the aesthetics of the streetscape.

Lighting.

Light should be used to emphasize and accent feature trees, architectural elements and paths of entry or circulation. Flood lighting of residences, walls and exterior spaces should be avoided. Lighting should be limited to interior site. Avoid lighting of perimeters. Lighting should not create excessive or nuisance light impacting neighbors or the Community. Up lights are to be utilized only where located directly beneath a tree canopy. Limited directional lighting of fountains and water features may be used. Wall mounted flood lights are not allowed unless installed with motion sensor controllers and used only for security purposes with limited "on" time duration of 1 to 5 minutes. Exterior lighting fixtures must be compatible with the architectural design of the residence. Lighting controls and equipment shall be screened from view of the Community and neighbors.

Antennae and Satellite Dishes.

Antennae and satellite dishes must be screened from view of the Community and neighbors.

Mechanical Equipment.

No roof mounted or wall mounted mechanical equipment will be permitted unless screened from view from the Community and neighbors and sound controlled so that it does not produce any sound perceptible to any degree outside the property boundaries regardless of wind or weather conditions.

Ground mounted mechanical equipment of all types must also be sited and screened from view so it does not produce negative visual or sound impacts on the Community and neighbors.

All mechanical equipment, wherever located, must be maintained at decibel levels so as not to disturb others.

LP (Liquid Propane) tanks shall be no more than 250 gallons for a part-time owner, and 500 gallons for a full-time owner. Tanks must be screened from view, so it does not produce negative visual or sound impacts on the Community and neighbors. Underground placement of LP tanks is strongly encouraged.

Trash Storage.

A trash storage location must be provided and screened from view of the Community and neighbors.

Auxiliary and Landscape Structures.

All auxiliary and landscape structures should be designed to be in harmony with the architectural style of the main residence, shall be limited to an overall maximum height of 10 feet from the graded Building Pad and shall be screened from view of the Community and neighbors.

Solar Equipment.

State law currently limits DRC restrictions on solar panel installations. Roof mounted solar panel installations are encouraged and ground mounted installations (including All equipment and controls shall be sited and screened with sensitivity to the Community and neighbors.

Residential Identification.

House numbers shall be of font type Josefin Sans Bold and be 8" in height and be dark bronze in color.

Residence Size.

No dwelling shall be erected upon any lot having a total floor area (exclusive of porches, patios, garages, other accessory buildings, exterior stairways or landings) of (i) less than 2,800 square feet in the case of a dwelling having only one story, and (ii) less than 3,500 square feet in the case of a dwelling having two stories or a split-level design.

Square footage requirements are 2800 min. and a maximum size pursuant to the limits on size per County of La Paz, Arizona size, but in the event a proposal is submitted where the size for a dwelling and other habitable accessory buildings exceeds the range of sizes within Rivers Edge Estates or appears unreasonably small or large,, the DRC will consider size as one criterion to be integrated into all the other design requirements contained herein, including but not limited to compatibility and context.

Building Massing.

Changing planes at walls and roof forms shall be used to give diversity and visual interest and to assist in relating the surrounding areas.

Building Projections.

All projections from a structure, including, but not limited to chimney flues, vents, flashing, louvers, gutters, downspouts, utility boxes, porches, railings and exterior

stairways shall be architecturally appropriate to the structure and complement the design, materials and colors of the structure.

All building projections must be contained within the building envelope except for height projections as permitted in that section.

Landscaping.

The landscape theme for Rivers Edge Estates is built upon its natural terrain and respect to the Desert Territorial Aesthetic (DTA) design concept.

Pools, Spas and Water Features.

No pool, spa or active water feature shall be placed in whole or in part in or over a setback area nor shall they rise more than 6 feet above surrounding grade. The exposed walls of 'negative edge' pools are to be understated and non-reflective. All pool, spa and water feature equipment shall be installed within a solid structure, contained on all sides, with a gate or door. Plant material is to be used to screen all sides from view of the Community and neighbors.

Planting Design.

All areas of the lot not occupied by a structure, hardscape, or otherwise utilized shall be landscaped with ground covers, turf, shrubs or trees. Plant materials must be able to mature within the environment in which they are placed. The quality of plant materials must be of the highest order to ensure a normal growth pattern. Installation of the plant materials should be accomplished in a manner that potential maintenance problems are minimized and/or eliminated.

Right of Entry to Adjacent Property.

When construction work requires the use of or access over or through adjoining property for any purpose; Owner shall obtain prior written permission from the adjoining property owner for "Right of Entry" during the course of construction. A copy of such written permission shall be filed with the DRC prior to commencement of construction.

All Common Area landscaping is to be protected during the construction process. Any damage will be repaired at Owner's expense.

Construction Trailers, Portable Field Offices, etc.

Any Owner who desires to bring a construction trailer, field office, or the like to Rivers Edge Estates shall first obtain written approval from the DRC. Such structures shall be located only in approved locations and shall be removed upon completion of construction.

Sanitary Facilities.

Each Owner shall be responsible for providing adequate sanitary facilities for construction workers. Portable toilets or similar temporary toilet facilities shall be located on the construction site in a location that produces no negative impact on the streetscape, neighbors or the Community and shall be serviced regularly.

Parking Areas.

Construction vehicles shall be parked only on the construction site wherever feasible. Construction crews shall not park on or otherwise use other lots, or any open space areas and shall only use streets and REE common areas when it is not feasible to use the construction site

Storage of Materials and Equipment.

Owners are permitted to store construction materials and equipment on the construction site during the construction period. It shall be neatly stacked, properly covered and secured. Storage of materials or equipment shall be the responsibility of the Owner.

Restoration or Repair of other Property Damaged.

Damage and scarring to other property, including, but not limited to, other lots, open space, roads, driveways and/or other improvements shall not be permitted. If any such damage occurs, it shall be repaired and/or restored promptly at the expense of the person or entity causing the same. Upon completion of construction, each Owner and contractor shall clean the construction site and repair all property which was damaged, including, but not limited to, restoring grades, planting grass and trees, and repair of streets, driveways, pathways, drains, culverts, ditches, signs, lighting and fences.

Operators of vehicles are forbidden from dumping materials while within Rivers Edge Estates. If spillage occurs, operators are responsible for cleaning it up. Please attend to any spills as soon as possible. Washing out of concrete delivery trucks must be done on construction site. There shall be no washing of any trucks or other equipment on common REE area.

Before trenching, check location of all underground utilities. In the event any telephone, cable TV, electrical, water, irrigation lines, etc. are cut, it is the responsibility of Owner to report such accident to other occupants of inhabited lots within 24 hours of action.

Noise Levels.

No audio music, entertainment or other sounds unnecessary to the work that are discernable outside the property boundaries shall be allowed.

Debris and Trash Removal.

During the construction period, each construction site and adjacent streets shall be kept neat and shall be properly policed to prevent it from becoming a public eyesore affecting other lots and the open space. Owner shall clean up all trash and debris on the construction site at the end of each day, including but not limited to gravel, sand, cement, nails, glass, etc. A trash container shall be located on each building site at all times for containment of lightweight materials, packaging or other trash materials which may blow off the site. Trash and debris shall be removed from each construction site at least once a week, by every Friday, to an approved dumping site located off the project. Owners and contractors are prohibited from dumping, burying, or burning trash anywhere in Rivers Edge Estates. All trash receptacles shall be covered at all times. Dirt, mud, or debris resulting from activity on each construction site shall be promptly removed from public or private roads, open spaces and driveways.

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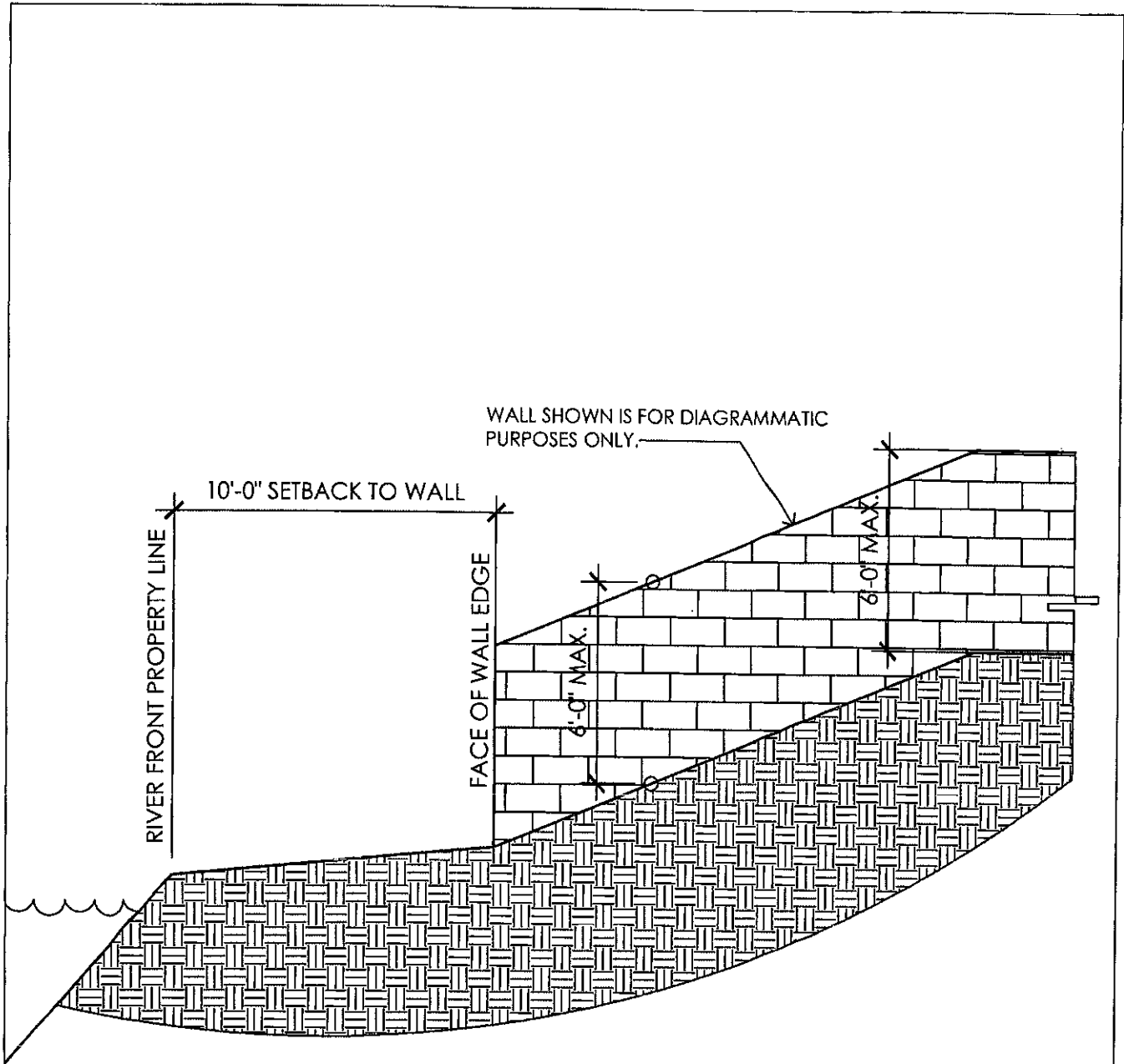


DIAGRAM "A" RIVER FRONT WALL

NO SCALE

RIVERS EDGE ESTATES

WALL CAP TO MATCH WALL CAP OF THE "REE"
COMMON SITE WALLS. SITE CAP SHALL EXTEND
PAST WALL FINISH 1".

CMU RETAINING WALL W/ STUCCO FINISH.
DRAWING IS DIAGRAMATIC ONLY. SEE
ENGINEERING DRAWING OF DESIGN
PROFESSIONAL FOR CONST. DETAIL.

PROPERTY "A"

WHERE ADDITIONAL WALL MAY OCCUR,
(DASHED LINES) WALL SHALL NOT EXCEED
24" IN HEIGHT.

FINISH GRADE

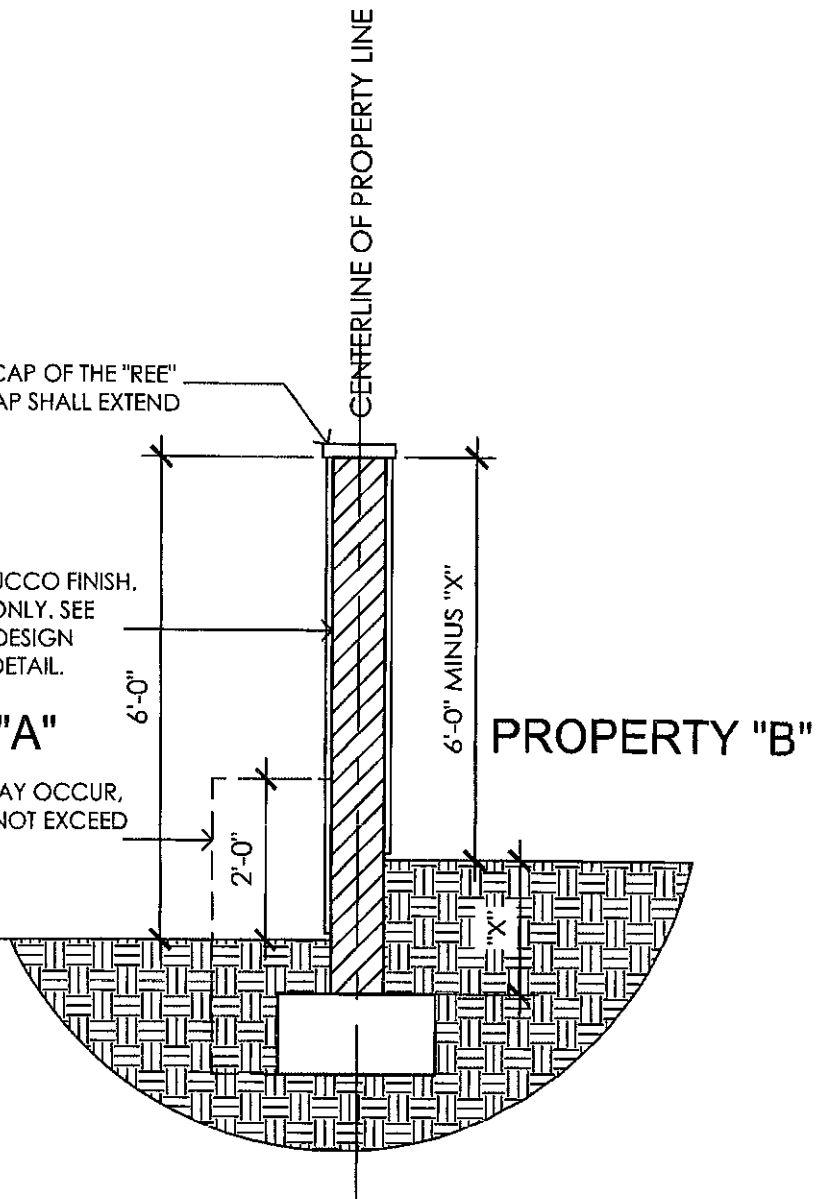


DIAGRAM "B" SIDE YARD SITE WALL

NO SCALE

RIVERS EDGE ESTATES