

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION

Tract No. 3804, recorded at Fee No 96-61432 on the 5th day of November 1997, in the office of the Mohave County Recorder.

This Declaration is made by FIRST AMERICAN TITLE INSURANCE AGENCY OF MOHAVE COUNTY, INC., as Trustee, Trust 4370 ("Trustee"), on behalf of its beneficiaries, 66 Development L.L.C., an Arizona Limited Liability Company, and X-One Ranch Inc., an Arizona Corporation, hereinafter referred to as "Declarant".

Trustee is the owner of the following described real property situated within the County of Mohave, State of Arizona, known as Greenwood Village, more particularity described in Exhibit 'A' attached hereto and by this reference incorporated herein. "Property" refers to that certain real property described in Exhibit "A", or any part thereof, sometimes referred to herein as "property", "lot" or "parcel".

Declarant intends to sell, convey or dispose of from time to time portions of the properties above described and desires to subject the same to certain protective covenants, conditions and restrictions, hereinafter sometimes referred to as "CCRs", between it and the purchasers and/or user of said property. Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following covenants, conditions, and restrictions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of all of the property, and all of which are hereby declared to be for the benefit of all the real property described herein and the owners thereof, their heirs, successors, grantees and assigns.

1. PURPOSE OF THESE COVENANTS, CONDITIONS AND RESTRICTIONS

The purpose of these CCRs is to use of the real property for attractive residential and non-commercial farm and ranch use (as set forth herein), only, and securing to each property owner the full benefit and enjoyments of his or her property in furtherance of a common plan. The CCRs by design should at all times be based on two principles. First by least amount of CCRs to achieve the greatest results for Greenwood Village (all property owners). Second, to, remove, reduce or avoid stress from the property owners rather than adding stress.

2. DEFINITIONS

As, used herein, the following terms have the meanings, more sparticularly described in Exhibit "B" attached hereto and by this reference incorporated herein.

3. EXPANSION

Declarant reserves the right to comparably develop adjacent land and incorporate said adjacent land within this Declaration by specific reference thereto. Any such expansion to be included within this Declaration shall be subject to all the terms and conditions of this Declaration.

4. ARCHITECTURAL CONTROL COMMITTEE

No parcel leveling, residence, barn, outbuilding, fence or wall or other improvement or installation, shall be commenced, erected, placed, or altered on any parcel, until the plans, and specifications therefore, showing the nature, kind, shape, materials and locations, shall have been submitted to,, and approved by the ARCHITECTURAL CONTROL COMMITTEE ("ACC") and a copy thereof is finally approved and lodged permanently with the ACC. The ACC shall have the right to refuse any such plans, specifications or installations which are not suitable or desirable in its opinion for aesthetic reasons, or any other reason, and in so passing upon such plans, specifications or installations it shall have the right to take into consideration the suitability of the proposed building or other structure, and the material which is to be used, the site upon which it is proposed to be erected, the harmony with the surroundings, and the effect of the proposed structure on the outlook from adjacent or neighboring property

The ACC is available to address all reasonable needs and reasonable desires of all the property owners.

Plans and specifications approved by the ACC are not approved for engineering design or for compliance with zoning and building ordinances, and by approving such plans and specifications neither the ACC, the members thereof, nor the Declarant assumes any liability or responsibility therefore, or for any defect in, any structure constructed from such plans and specifications. Neither the ACC, any person, individual or its designated representative or the Declarant shall be liable to any owner of person for any damage, loss or prejudice suffered or claimed on account of (1) the approval or disapproval of any plans, drawings and specifications, whether or not defective, (2) the construction or performance of any work whether or not pursuant to approved plans, drawings and specifications, (3) the development, or manner of development of any property described by these CCRs. Approval of plans and specifications by the ACC is not, and shall not be deemed to be, a representation or warranty that said plans or speci-

fications comply with applicable governmental ordinances or regulations including, but not limited to, zoning ordinances and building codes.

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A. The Initial Architectural Control Committee

The ACC shall be composed of a minimum of three (3) persons and a maximum of eight (8) persons appointed by Declarant. When 75% of the property have been sold by Declarant, then the function of the ACC shall be assigned to the GREENWOOD VILLAGE PROPERTY OWNER COMMITTEE ("GWVPOC"). The persons serving on the ACC shall not be entitled to any compensation for services performed pursuant to this covenant. The ACC shall be initially composed of:

- JEFFERY S CARLTON
511 E ANDY DEVINE KGM 86402

- BOB DUEY
807 PARKVIEW, KGM 86401

- WERNER FLEISCHMANN
FLORASTRASSE 11, CH-8570 WEINFELDEN

- KLAUS WERNIGK
ZEPPELINSTRASSE 8, D-78464 KONSTANZ

All ACC members are volunteers, acting as private concerned citizens and not as representatives of their respective companies or businesses. The right to remove members from time to time and to appoint new ACC members to fill vacancies shall be vested in the Declarant.

B. Procedure

The ACC's approval or disapproval as required in this Declaration shall be in writing by simple, notice. Actions of the committee shall be by the majority vote of the ACC. All decisions of the ACC shall be final and no property owner or other party shall have recourse against the ACC or its designated representative of its disapproval or refusal to approve. In the event the ACC or its designated representative, fails to approve or disapprove within twenty-one (21) days after the plans and specifications have been submitted to it, the plans and specifications shall be deemed to have been approved. Absent ACC guidelines that may be formulated by initial ACC the ACC may meet as they deem fit for the issues that properly come before the ACC all according to the Declarations herein.

5. GENERAL RESTRICTIONS APPLICABLE TO ALL PROPERTY

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A. Property Use

No manufacturing or commercial enterprise, or enterprise of any kind for profit shall be permitted; provided, that the foregoing shall not apply to or preclude use of minor portions of the interior of any residential structure from time to time located on a parcel for general office use (preparation of documents, computer use, use of telephones, writing, artistry and similar matters) which: (a) are not the primary use of such residential structure; (b) do not include or require regular, or other than occasional, visitation by customers or clientele; (c) do not require signage or other commercial advertisements and (d) do not violate any zoning or other land use regulations applicable to any of the property. Subject to the foregoing, no property shall be used for any purpose other than a family residential and/or noncommercial farm or ranch purposes. It is not a requirement to this Declaration that a residence be maintained as a condition to the use of the property as a non-commercial farm or ranch. Barns, sheds and other outbuildings shall be allowed, in addition to family residential structures. NO PROPERTY SHALL BE DIVIDED INTO PARCELS SMALLER THAN FIVE (5) ACRES ALL GOVERNED BY APPLICABLE GOVERNMENTAL REGULATIONS AND ORDINANCES.

B. Land, Topography, Drainage

All permitted uses of the land shall comply with reasonably expected, environmentally sensitive rural land developments and commonly accepted farm and ranch methods. No noxious or offensive crops or weeds are permitted. All reasonably permitted animals, domestic or exotic, must be confined within a fenced, regularly cleaned area and be under control at all times by the respective property owner. No land grading, nor removal of live trees, and other native growth shall be allowed without approval of the ACC. No owner of any property shall be permitted to alter the topography of his property in any way that would (a) not be desirable for aesthetic and all other reasons disturbing the harmony with the surroundings and the onlook from adjacent or neighboring property including all roads, (b) be considered a commercial or business like exploration of surface materials and (c) allow, additional quantities of water from any source other than what nature originally intended to flow from the respective property onto any adjoining property or public right-of-way/easement, or redirect said flow. All Drainage Easements that may cross property of individual property owner, have to be maintained by the respective property owner.

C. Location

No structure other than approved landscaping and/or entrance improvements shall be closer than fifty (50) feet to the front property line. No structure or general improvement other than approved landscaping and private driveway improvements shall be erected or placed on any property closer than thirty (30) feet to any other boundary line.

D. Structures

D1 All structures erected on the property shall be of new construction and no buildings shall be moved from any other location on to any of said property (see Exhibit "C", 3. for exception). All such structures must be completed and landscaped on the exterior within one (1) year, from the commencement of construction or one (1) year after the issuance of a building permit by the appropriate regulatory body with any approved barn sheds or other outbuildings to be completed on the exterior within six (6) months after issuance of the permit. Travel Trailers or RVs are not allowed on any property for residential purposes.

D2 Temporary Structures including Travel Trailers may be placed on the property during the period of construction not to exceed nine (9) months provided that adequate sewage facilities have been constructed and installed and proper toilets and sanitary conveniences shall be installed inside the temporary structure. All temporary structures must be approved by the ACC.

D3 The public 8" (eight foot) wide utility easements required along the perimeter of each lot in the subdivision are under laid to a private 8' (eight foot) wide easement granted and accepted by each property owner for the common use by all property owners hereunder specifically for horse, bicycle and foot path trails or other common uses as might be desirable from time to time. All common uses as private nature and it is understood that Mohave County will not maintain horse trails, bicycle trails, footpath or alike.

D4 Other structures shall comply to certain minimum standards, more particularly described in Exhibit "C" attached hereto and by reference incorporated herein.

E. Water Supply and individual Septic System

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The source of domestic water supply is to be by individual water wells. It is the responsibility of the individual property owner to drill their own domestic well and to equip the well. All individual septic systems shall be constructed and comply to and with all Mohave County Health Department of Environmental Quality standards. No septic system shall be located closer than 100 feet to any existing well. All water and septic system shall be maintained so as not to disturb surrounding neighbors and/or property with offensive odors, noise and/or sight.

F. Parking and Storage

No vehicle of any type nor any equipment inclusive of utility and sports equipment of any kind and type shall be parked or stored on any property boundary lines or on the roads for any reason, included but not limited to intended repairs, rebuilding, maintenance work and any other possible reason or potential activities. Temporary vehicle parking by property owners and their guest shall be allowed on the roads only if no traffic hazard is created and shall be limited to forty-eight (48) hours except guest parking which shall not exceed seven (7) days.

G. Garbage and Refuse Disposal

No Parcel shall be used or maintained as a clumping ground for rubbish or hazardous or toxic waste or materials- Trash, garbage, or hazardous or toxic waste or materials. Trash, garbage, or other waste shall not be kept except in sanitary, covered containers. In no event shall such containers be visible from neighboring property or the road, except when set out for a reasonable period or time before and after scheduled trash pickup times. No outdoor burning of rubbish shall be permitted.

H. Utilities, Antennas and Generators

All utilities, water, electricity, gas lines, telephone, television cables etcetera, shall be run underground from the property line to any structure thereon. Antennas, satellite dish, power generators, propane tanks and any other device shall be installed in a manner that will not disturb the surrounding neighbors and their property by placing them out of visibility from the roads and neighbors or by landscaping around them to protect the aesthetic integrity of the property, and/or noise reducing measures to protect the reasonable enjoyment by other property owners of their respective property.

I. Nuisances, General Maintenance of Property and Signs

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Without limiting any other provisions in this Article, each property owner shall maintain and keep all structures and all property at all times in a safe, sound and sanitary condition and repair and shall correct any condition or refrain from any activity which might interfere with the reasonable enjoyment by other property owner of their respective structures and/or property. No vehicles, off road vehicles, dirt bikes or motors of any type without mufflers and other proper noise reduction devices shall be allowed. No noxious or offensive trade or activity shall be carried on or upon any property. Nor shall anything be done thereon which may be or become any nuisance to the neighborhood, and no refuse piles, junk piles, wrecked car bodies, weeds or other unsightly objects shall be permitted to be placed or to remain upon said property: in the event of any owner not complying with the above provisions, the Declarant, or their successors and assigns, shall have the right to enter upon the property and remove the offending objects at the expense of the property owner, who shall repay the same upon demand, and any such entry shall not be deemed as trespass.

6. GENERAL PROVISIONS

A. Enforcement

The CCRs contained in this Declaration shall run with the land and shall be binding upon all persons owning, leasing, subleasing or occupying any property after the date on which this instrument shall have been recorded in the office of the Recorder of Mohave County, State of Arizona. This Declaration may be enforced by the Declarant, by the Owner or lessee of any property, by the holder of a Bona Fide First Mortgage on any property, or any one or more of said persons acting jointly; provided, however, that any breach by reason thereof shall not defeat or adversely affect the lien of a Bona Fide First Mortgage upon any property, but each and all said CCRs shall be binding upon and effective against any Owner, lessee or occupant of said property whose title thereto is acquired by foreclosure, or any said CCRs may be enjoined, abated or remedied by appropriate proceedings, notwithstanding the lien or existence of any such Bona Fide First Mortgage. All instruments of conveyance or assignment of any interest in all or any part of the Property may refer to this instrument and shall be subject to the CCRs, herein contained as fully as though this instrument were therein set forth in full; provided, however, that the terms and conditions of this instrument shall be binding upon all persons affected by its terms, or not. No failure of the Declarant or any other person or party to enforce any of the CCRs contained herein shall, in any event, be construed or held to be a waiver thereof or consent to any further or succeeding breach or violation thereof.

B. Declarant's Exemption

Nothing herein shall be construed as prohibiting Declarant and its representative from maintaining a sales office on any property or engaging in activities which Declarant deems appropriate to its sales program.

C. Invalidity

Invalidation of any of these CCRs by judgment, court order, or otherwise shall in no way affect the validity if any of the other provisions of the Declaration, all of which shall remain in full force and effect.

D. Amendments

This Declaration may be amended at any time by instrument executed by the owners of at least 75% of the property owners included within this Declaration. Declarant reserves the right to unilaterally amend this Declaration until seventy five percent (75%) of the property has been sold, and any such amendment shall not be effective until the recording of such instrument.

E. Term

The CCRs of this Declaration, as the same may hereafter be amended in accordance with the terms hereof, shall remain in full force and effect for a term of twenty (20) years from and after the date of recording of their Declaration, from which time they shall be automatically renewed and extended for successive periods of ten (10) years, unless terminated as of the end of such initial twenty (20) years or any successive ten (10) year period, within the six (6) month period immediately preceding the expiration of such initial period or any renewal period, by an instrument of termination executed and acknowledged by the Owners of at least 75% of the property included within this Declaration and recorded in the office of the Mohave County Recorder.

IN WITNESS WHEREOF, FIRST AMERICAN TITLE INSURANCE AGENCY OF MOHAVE, INC., AS TRUSTEE, TRUST NO 4370, EXECUTED THIS DECLARATION THIS 4TH DAY OF OCT. 1996.

FIRST AMERICAN TITLE INSURANCE AGENCY OF MOHAVE, INC. BY: PATRICIA CORLEY (TRUST OFFICER)

EXHIBIT "A"**LEGAL DESCRIPTION Greenwood Village****TRACT NO. 3804**

LOTS 1 THROUGH 16, BLOCK "A";
 LOTS 1 THROUGH 20, INCLUSIVE, BLOCK "B";
 LOTS 1 THROUGH 36, INCLUSIVE, BLOCK "C" ;
 LOTS 1 THROUGH 6, INCLUSIVE, BLOCK "D";
 LOTS 1 THROUGH 44, INCLUSIVE, BLOCK "E";
 LOTS 1 THROUGH 27, INCLUSIVE, BLOCK "F";
 LOTS 1 THROUGH 40, INCLUSIVE, BLOCK "G";
 LOTS 1 AND 2, BLOCK "H";
 LOTS 1 THROUGH 6, INCLUSIVE, BLOCK "I";
 LOTS 1 THROUGH 3, INCLUSIVE, BLOCK "J";
 LOTS 1 THROUGH 4, INCLUSIVE, BLOCK "K";
 LOT 1 BLOCK "L";
 LOTS 1 AND 2, BLOCK "M";
 LOTS 1 AND 2, BLOCK "N";
 LOTS 1 AND 2, BLOCK "O";
 LOTS 1 AND 2, BLOCK "P"; AND
 LOT 1, BLOCK "Q"

OF GREENWOOD VILLAGE TRACT NO. 3804, ACCORDING TO THE PLAT THEREOF, RECORDED NOVEMBER 5, 1996, AT FEF NO. 9661432, IN THE OFFICE OF THE COUNTY RECORDER OF MOHAVE COUNTY, ARIZONA, A SUBDIVISIONS OF SECTION 30 AND A PORTION OF SECTION 29, 31, AND 32, TOWNSHIP 22 NORTH, RANGE 12 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MOHAVE COUNTY ARIZONA.

EXHIBIT "B"**DEFINITIONS**

The "Architectural Control Committee" means the committee provided for in Paragraph 4 of this Declaration.

"Bona Fide First Mortgage" means any realty mortgage or deed of trust or agreement for sale made in good faith and for value and properly executed and recorded so as to create a lien on any property that is prior to the lien of any other realty mortgage or Deed of Trust.

"Declaration" means this Declaration of Covenants, Conditions and Restrictions fir Greenwood Village.

"Mobile Homes" means a moveable and portable unit fir residential purpose with plumbing and electrical connections provided for attachment to outside systems, constructed to be towed on its own chassis and designed to be installed with or without a permanent foundation for human occupancy as a residence.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee or equitable or beneficial title to any property. Owner shall include the purchaser of property under an executory contract of purchase and Declarant. The foregoing definition does not include persons or entities who hold an interest in any property as security for the performance of an obligation.

"Travel Trailer" or "RV's" shall mean towable travel trailers, Park Model Trailers, motor homes, tent type folding trailers, and such other types of recreational or camping vehicles as may be designated as "Travel Trailers" by the ACC.

The term "Roads" shall include all interior roads as shown on the Survey Map on governmentally or quasi governmentally maintained. Also included in the definition of "Roads" are street signs. The term "Roads" shall include not only the driving surfaces but also all right-of-way, culverts and bridges. The term "Roads" shall not include the roads created by individual property owners within the confines of their respective property.

"Sewage Facilities" shall include, but not limited to, all septic tanks, leach beds and all other sewage disposal facilities.

"Structure" shall mean the buildings, garage, carports, roads, driveways, parking areas, fences, wall, hedges, plantings, planted trees and scrubs, and all other structures or landscaping improvements of every type and kind.

EXHIBIT "C"

STRUCTURES AND OTHER IMPROVEMENTS MINIMUM REQUIREMENTS

1. Minimum Size of residential structure

No family residential structure shall be erected which contains less than 1,000 square feet of total living area, excluding any part of said building, either attached or not, that is used for a garage, carport, porches or patio.

2. Material Restrictions

Any single family residential structure or approved barn, shed or other improvement placed upon any property shall be of new construction and no building shall be moved from any other location on to any of said property except what follows under Paragraph 3 below. Materials suited for the high desert location shall always have preference.

3. Mobil Homes

Double wide mobile homes (Multiple Section Mobile Homes) being not older than five years from the date of manufacturing to the date of installation, and subject to all rules and regulations as may be imposed by County and State jurisdictions for manufacturing and installation of electrical and sanitary facilities, and subject to final approval by the ACC, will be permitted to be placed on any property, reflective siding or roofing is not to be allowed. Furthermore, all mobile homes must be skirted with wheels removed, or within an excavation in the ground so that the under frame of the Mobile home is not exposed. If a carport or patio is to be installed, concrete shall be placed to form the carport or patio. The property around the mobile home shall be graded to cause water to flow away from the mobile home. The finished floor level shall be at least one foot above the general plan of the terrain.

4. Fences and Walls

Fences or walls, not exceeding 6 feet in height, may be erected. The setback requirements as set forth in the CCRs Article 5, Paragraph D3, Page 5 and Paragraph 17 of the Real Estate Purchase Agreement must be observed.

5. Animal Housing

All animal shelters and animal housing of any kind shall be confined within a fenced area, and all fences, shelters and any other animal housing shall be constructed of new material or the equivalent thereof and of such height and strength as to adequately contain any and all permitted animals. All such animal areas shall at all times be kept clean, with all manure removed on a regular basis.

6. Signs

No signs or other advertising device of any character shall be erected or maintained upon any part of the subject property, except than on any one lot, only one sign, not larger than twenty-four (24) inches, advertising the property for sale or for rent may be erected and maintained.

7. Landscaping

All structures and other improvements such as driveways shall have as a minimum requirement simple desert landscaping within six (6) months after occupancy of said structure, in such a manner as to enhance, beautify, protect and improve the value of the property and to provide an orderly and clean appearance of the property.

8. Trails and Walkways

Guidelines for the implementation and use of trails and walkways shall be developed by the ACC.