

**FLORENCE  
GARDENS  
MOBILE HOME  
ASSOCIATION**

**Amended Declarations of Covenants,  
Conditions and Restrictions for Florence  
Gardens - Units A, B, C, D, F, & F, as  
Amended 4-16-98**

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PRESIDENT

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SECRETARY

April 16, 1998  
DATE

**Amended Declarations of Covenants, Conditions and Restrictions for  
Florence Gardens - Units A, B, C, D, F, & F, as Amended 4-16-98**

This Declaration of Restrictions shall hereafter be in full effect and shall attach to said real property and every lot or parcel thereof and shall constitute covenants, conditions and restrictions running with the land and shall bind and burden the properties. Said restrictions shall be binding upon each owner and his/her heirs, executors, administrators, successors and assigns, and all other persons claiming an interest in and to said properties. These restrictions, as amended from time to time (unless terminated as hereinafter provided), shall be automatically extended for successive periods of ten (10) years each.

These restrictions may be amended at any time during the initial term, or any extensions thereof, by recording in the office of the County Recorder of Pinal County, Arizona, an instrument in writing reciting said amendments bearing the signed concurrence of the then owners of two-thirds (2/3) of the lots within the properties. These restrictions may be terminated under the same conditions above set forth except that the owners of eighty percent (80%) of the lots must sign such instrument and provided a public authority has agreed to maintain (or cause to be maintained) the common lot areas.

All instruments of conveyance of transfer of any interest of all or any part of the properties may contain the restrictions herein set forth by reference of this Declaration. However, the restrictions herein shall be binding upon all persons affected by the terms of this Declaration, regardless of whether any reference is made to this instrument in the deed or other instrument of conveyance.

Each property owner agrees by acceptance of a contract of purchase or deed to any lot within said subdivision to automatically become a member of the Florence Gardens Mobile Home Association, hereinafter called the "Association," an Arizona nonprofit corporation, formed for the purpose of owning, operating and/or maintaining property for the benefit of the owners of lots presently located within Florence Gardens and any other subdivision which may subsequently be added within the Florence Gardens Development. Each owner shall remain a member of the Association until such time as his ownership, for any reason ceases, at which time his membership in the Association automatically shall cease. The owners of each lot shall be entitled to one membership in the Association. Membership in the Association shall be subject to all of the provisions of this Declaration the Association's Articles of Incorporation and By-laws as the same may be amended from time to time, and rules and regulations promulgated.

The Board of Directors of the Association, acting on behalf of the membership, shall have the responsibility of enforcing these restrictions and shall notify offending lot owner(s) of violations thereof. If the lot owner(s) do/ does not correct his/her noncompliance within a reasonable time as required in such notice, the Board may assess a monetary penalty adopted by the Board against the offending lot owner(s) in addition to any other legal remedies available to it. Nonpayment of assessed monetary penalties shall result in having the Association attach a lien in that amount against said property. Violation of any one or more of the restrictions may be restrained or enforced by any court of competent jurisdiction and/or damages may be awarded against any such violator(s). Nothing herein shall be construed as meaning that damages are an adequate remedy where equitable relief is sought. In the event any such person(s) employ/employs an attorney or attorneys to enforce compliance with or specific performance of the terms of this Declaration, and prevails in such action, the owner or owners against whom the action is brought shall pay all attorneys fees and costs incurred in connection with such action. Failure to enforce, any breach or violation of any restriction herein

contained shall not be deemed to be a permanent waiver of right to enforce any subsequent breach or violation of such restriction or any of the restrictions. The foregoing shall apply regardless of whether any person affected hereby (or having the right to enforce these restrictions) had knowledge of the breach of violation. No restrictions contained herein shall be deemed to be abandoned or the right to enforce waived, unless this Declaration is amended to delete such restrictions.

## **CONDITIONS AND RESTRICTIONS #1A THROUGH 1D**

### **Residents and Visitors**

- A. Only single family units are allowed in Florence Gardens.
- B. Each dwelling in Florence Gardens Mobile Home subdivision, if occupied, shall be occupied, by at least one person 55 years of age or older and no person under 40 years of age shall reside in any dwelling. Existing as of November 16, 1992 (Unit A); November 3, 1992 (Unit B); November 24, 1992 (Unit C); May 10, 1992 (Unit D); April 30, 1992 (Unit E). owners where no person occupying a dwelling is 55 years of age or older are exempt from this restriction provided that so long as applicable federal regulations relating to age discrimination are in effect, such regulations shall be complied with so that at least eighty percent (80%) of the dwellings (owned, leased or rented) in Florence Gardens Mobile Home subdivision that are occupied after November 16, 1992 (Unit A); November 3, 1992 (Unit B); November 2,4, 1992 (Unit C); May 10, 1992 (Unit D); April 30, 1992 (Unit E) shall be occupied by at least one person 55 years of age or older.
- C. Visitors under the age of 40 are limited to a time period of (2) two weeks per visit and are not to exceed (3) three visits in any 6 month period. Visiting minor children must be under adult supervision at all times.
- D. Every member of the Association, in good standing, shall have a right and easement of use and enjoyment in and to all common recreational facilities presently existing or to be developed by the Association or for the benefit of the Association and any other real or personal property the Association may acquire, and such easements and rights shall be appurtenant to and shall pass with title to each and every lot. Such right and easement of use and enjoyment shall be subject to. reasonable rules and regulations as from time to time are promulgated by the Board of Directors of the Association. Subject to the Bylaws and rules and regulations of the Association, any member may delegate his right of enjoyment to the common areas to the members of his family, his tenants or other persons who reside in the dwelling on such member's lot.

## **CONDITIONS AND RESTRICTIONS #2A THROUGH 2D**

### **Type, Placement and Modification of Mobile Home**

- A. A completed application, on the approved farm, must be submitted by the owner, and approved in compliance with FGMHA By-Laws, Article XI Section 1, before any mobile home can be placed in Florence Gardens. This condition will also apply to new construction or modifications to existing homes.
- B. Mobile homes must meet standards set by H.U.D. and have the State Inspection number on them. There shall be only one, single story home on each lot, which will be placed in conformance with current Florence Gardens Rules and Regulations.

- C. No lot or lots shall be subdivided except for the purpose of combining the portion of one lot with another adjoining lot or lots, provided that no additional or smaller lot is created thereby.
- D. Mobile homes shall not be smaller than sixteen feet in width and no less than 768 square feet in size. Only doublewide mobile homes will be allowed in Units D & E.

## **CONDITIONS AND RESTRICTIONS #3A THROUGH 3E**

### **Installation of a Mobile Home**

- A. All applicable permits will be obtained before any mobile home is installed in Florence Gardens. All federal, state and Town of Florence codes will be complied with when a home is installed.
  - B. In order to ascertain height of mobile home setting for each individual mobile home, existing elevations of other lots within the particular block will be located and considered in establishing a finish floor elevation of the mobile home to be set. The entrance of the home shall not be more than ten (10) inches above the highest part of the surrounding area of the lot.
  - C. Mobile home units shall have a concrete curb not less than three (3) feet wide and four (4) inches deep that will extend around the mobile home.
  - D. All mobile home lots shall drain toward the street. When necessary, lot owners shall construct retaining walls along lot lines between adjoining lots to prevent water runoff.
- Carport and patio concrete slabs and awnings shall be installed within 60 days of the home being set on the lot, ready for concrete slabs. Carport, garage and patio construction will adhere to the current building code and Florence Gardens Rules and Regulations. Carports and garages shall be connected to the street by a paved driveway. The driveway may be either concrete or asphalt.

## **CONDITIONS AND RESTRICTIONS #4A THROUGH 4H**

### **Landscaping**

- A. All lots will be landscaped within (6) six months of the home being placed on the lot. Combined lots will be considered as one lot and will have the same landscaping requirements as a single lot.
- B. Minimum landscaping required will be completed driveways, sidewalks and an approved ground cover to prevent dust and weeds.
- C. All landscaping will be done in such a manner as to maintain the aesthetic quality of Florence Gardens. Landscaping plants or structures will be placed so as not to infringe on another's property.

- D. Installation or construction of landscaping or recreational items must be approved by the Board of Directors.
- E. Fences and walls must be in accordance with current Florence Gardens Rules and Regulations.
- F. Only umbrella or pullout clotheslines for the drying of clothes will be allowed on site. No laundry will be dried on the patio or carport.
- G. Any exterior lighting erected on any of the lots in said subdivision shall be shaded so as to not create a nuisance to any other lot or occupant thereof.
- H. No storage of any kind will be permitted around the mobile home except in the utility building, storage shed or garage

#### CONDITIONS AND RESTRICTIONS #5A THROUGH #5F

##### Antennas

- A. All radio and TV antennas will be installed on the owner's property.
- B. Mast type antennas shall be mounted on or attached to the home.
- C. Mast type antennas that extend higher than (12) twelve feet above the highest attachment point on the home, must be secured by guy wires.
- D. Mast type antennas which are higher than the distance from the mast to the closest property line must be approved by the Board of Directors.
- E. Dish type antennas shall not be over one meter (39.4") in diameter and shall be installed in as inconspicuous a location as possible without interfering with reception
- F. Transmit only antennas must satisfy F.C.C. regulations and be approved by the Florence Gardens Mobile Home Association Board of Directors.

#### CONDITIONS AND RESTRICTIONS #6A THROUGH 6F

##### Vehicle Storage and Parking

- A. No vehicle shall be stored in Florence Gardens except that the property owner's personal vehicles may be stored in the garage, or carport. For the purpose of this restriction, personal vehicles will not include motor homes, campers, camp trailers, boats, boat trailers or utility trailers. Vehicles that can be stored in the garage, out of sight are permitted. Vehicles stored in the carport are restricted to family automobiles, pickup trucks, golf carts and motorcycles. All other vehicles will be stored in the RV storage lot or outside Florence Gardens.
- B. All personal cars must be fully parked on the site of owner's property in the area provided. No street parking shall be allowed at any time, except for approved deliveries, pick-ups or

short time visitors. All personal cars must carry current license, and be kept in a good state of repair and appearance. No auto repair work will be permitted on owner's lot.

- C. No vehicle shall be parked in such a way as to create a nuisance or a health hazard.
- D. No vehicle shall be parked on any part of the common area for any purpose other than temporary parking.
- E. Motor homes, campers, camp trailers, boats and boat trailers are prohibited from being parked in Florence Gardens except for the purpose of loading, unloading, housekeeping maintenance and the temporary use by a visiting guest. Parking for any of these reasons require a permit and will not exceed 10 days at any one time or a total of 30 days in a 12-month period. Permits will be logged in and out to provide information to enforce time restrictions.
- F. Commercial trucks, moving vans, cargo trucks, or trailers of any kind are prohibited from parking in Florence Gardens except to load and unload. They shall be loaded or unloaded and moved out of Florence Gardens without any unnecessary delay.

CONDITIONS AND RESTRICTIONS #7A THROUGH 7G  
Miscellaneous Restrictions

- A. The Association specifically reserves the right to control all peddling, soliciting, and selling on residential lots in Florence Gardens and on its common grounds. Any activities domiciled in Florence Gardens requiring a commercial license are prohibited on any mobile home site except upon the written consent of the Board of Directors.
- B. No "For Sale" or "For Rent" signs shall be placed or posted on any lot except by owners, or owner's agent.
- C. Signs advertising business, products or services and political signs are prohibited on any lot and the common area unless approved by the Florence Gardens Mobile Home Association Board of Directors.
- D. Yard or garage sales will be confined to the owner's property and will not exceed 3 days in duration and not to exceed two sales in a 6 month period.
- E. All garbage shall be bagged securely and placed in the container as provided by the Town of Florence. After garbage is picked up, the container will be stored in the carport or in the utility building. Containers are to be set out for pick up no earlier than the night before the pick up day.
- F. Only household pets are allowed in Florence Gardens. Pets must be confined to the owner's property and kept on a leash when off the owner's property.
- G. Owners are required to clean up after their pets.

Any exceptions to these Covenants, Conditions and Restrictions must be approved by the Florence Gardens Mobile Home Association Board of Directors.