

WHEN RECORDED RETURN TO:  
SMITH & PEOLA, P.C.  
2800 N. Central, #1400  
Phoenix, Arizona 85004

OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL

99-0287407 03/26/99 04:15

VIRGINIA 1 OF 1

**DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
BRITTANY HEIGHTS**

THIS Declaration of Covenants, Conditions and Restrictions (hereinafter termed the "Declaration") is made on this 26th day of February, 1999 by MICHAEL NICHOLAS, INC., an Illinois corporation doing business as U. S. Development (hereinafter sometimes termed "Declarant").

W I T N E S S E T H:

WHEREAS, the Declarant is the Owner of the real property located in Maricopa County, Arizona which is described on Exhibit "A" attached hereto.

NOW, THEREFORE, Declarant hereby declares that all of said real property (hereinafter sometimes referred to as "Brittany Heights") shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions contained in this Declaration which are for the purpose of protecting the value and desirability of, and which shall run with, said real property and be binding on all parties having any right, title or interest in said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE 1  
DEFINITIONS

Section 1.1. "Architectural Committee" shall mean the committee established by the Board pursuant to Section 3.1 of this Declaration.

Section 1.2. "Architectural Committee Rules and Guidelines" shall mean the rules adopted by the Architectural Committee, as said rules may be amended from time to time.

Section 1.3. "Articles" shall mean the Articles of Incorporation of the Association which have been, or will be, filed in the Office of the Corporation Commission of the State of Arizona, as said Articles may be amended from time to time.

Section 1.4. "Association" shall mean "Brittany Heights Homeowners Association", an Arizona nonprofit corporation.

Section 1.5. "Association Rules" shall mean the rules and regulations adopted by the Association, as the same may be amended from time to time.

Section 1.6. "Board" shall mean the Board of Directors of the Association.

Section 1.7. "Builder" shall mean a person or entity who is engaged in residential real estate development and who purchases one or more Lots from the Declarant for the purpose of constructing Improvements thereon for sale or lease.

Section 1.8. "Bylaws" shall mean the Bylaws of the Association, as such Bylaws may be amended from time to time.

Section 1.9. "Common Area" shall mean all real property, and all Improvements located thereon, owned by the Association for the common use and enjoyment of the Owners.

Section 1.10. "Declarant" shall mean Michael Nicholas, Inc., an Illinois corporation doing business as U. S. Development, its successors and any person or entity to whom it may expressly assign its rights under this Declaration.

Section 1.11. "Declaration" shall mean the covenants, conditions and restrictions herein set forth in this entire document, as the same may from time to time be amended.

Section 1.12. "First Mortgage" shall mean and refer to any mortgage or deed of trust with first priority over any other mortgage or deed of trust.

Section 1.13. "First Mortgagee" shall mean and refer to the holder of any First Mortgage.

Section 1.14. "Improvement" shall mean buildings, roads, driveways, parking areas, fences, walls, rocks, hedges, plantings, planted trees and shrubs, and all other structures or landscaping Improvements of every type and kind.

Section 1.15. "Lot" shall mean any parcel of real property designated as a Lot on the Plat.

Section 1.16. "Member" shall mean any person, corporation, limited liability company, partnership, joint venture or other legal entity which is an Owner of a Lot within the Property.

Section 1.17. "Owner" shall mean the record Owner, whether one (1) or more persons or entities, of beneficial or equitable title (and legal title if the same has merged with the beneficial or equitable title) to the fee simple interest of a Lot. Owner shall not include (i) the Purchaser of a Lot under an executory

contract for the sale of real property, (ii) persons or entities having an interest in a Lot merely as security for the performance of an obligation or (iii) a lessee or tenant of a Lot. In the case of a Lot the fee simple title to which is vested in a trustee pursuant to Arizona Revised Statutes, § 33-801, et seq., the Trustor shall be deemed to be the Owner. In the case of a Lot, the fee simple title to which is vested in a trustee pursuant to a subdivision trust agreement or similar agreement, the beneficiary of any such trust shall be deemed to be the Owner.

Section 1.18. "Plat" shall mean the Plat of survey of the Project, which Plat is recorded with the County Recorder of Maricopa County, Arizona.

Section 1.19. "Project Documents" shall mean this Declaration and the Articles, Bylaws, Association Rules and Architectural Committee Rules and Guidelines.

Section 1.20. "Property" or "Project" shall mean the real property described on Exhibit "A" attached to this Declaration.

Section 1.21. "Purchaser" shall mean any person other than the Declarant who by means of a voluntary transfer acquires a legal or equitable interest in a Lot other than (a) a leasehold interest of less than five (5) years (including renewal options) or (b) as security for an obligation.

Section 1.22. "Single Family" shall mean a group of one (1) or more persons each related to the other by blood, marriage or legal adoption; or a group of persons not all so related, not to exceed three (3) in number, who maintain a common household in a dwelling.

Section 1.23. "Single Family Residential Use" shall mean the occupation or use of a residence by a Single Family in conformity with this Declaration and the requirements imposed by applicable zoning laws or other state, county or municipal rules and regulation.

Section 1.24. "Visible From Neighboring Property" shall mean, with respect to any given object, that such object is, or would be, visible to a person six (6) feet tall, standing on any part of such neighboring property at an elevation no greater than the elevation of the base of the object being viewed.

## ARTICLE 2 THE ASSOCIATION

Section 2.1. Rights, Powers and Duties. The Association shall be a nonprofit Arizona corporation charged with the duties and invested with the powers prescribed by law and set forth in the Articles and Bylaws of the Association and this Declaration

together with such rights, powers and duties as may be reasonably necessary to effectuate the objectives and purposes of the Association as set forth in this Declaration.

Section 2.2. Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of Directors and such officers and committees as the Board may elect or appoint, in accordance with the Articles and the Bylaws.

Section 2.3. Association Rules. By a majority vote of the Board, the Association may, from time to time and subject to the provisions of this Declaration, adopt, amend and repeal rules and regulations. The Association Rules may restrict and govern the use of any area by any Owner, by the family of such Owner or by an invitee, licensee or lessee of such Owner; provided, however, that the Association Rules may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles or Bylaws. A copy of the Association Rules, as they may from time to time be adopted, amended or repealed, shall be provided to each Owner upon acquisition of a Lot and shall be available for inspection by the Members at reasonable times.

### ARTICLE 3 ARCHITECTURAL COMMITTEE

Section 3.1. Establishment. The Declarant shall establish an Architectural Committee to perform the functions of the Architectural Committee set forth in this Declaration and to adopt the procedural rules and regulations for the performance of such duties, including procedures for preparation, submission and determination of the application for any approvals required by this Declaration (the Architectural Committee Rules and Guidelines). The Architectural Committee shall consist of such number of regular members as the Declarant may designate and such members shall be appointed by the Declarant. The appointees need not be architects, Owners or residents and do not need to possess any special qualifications of any type except such as the Declarant may, in its discretion, require. The Architectural Committee Rules and Guidelines shall interpret and implement this Declaration by setting forth the procedures for Architectural Committee review and the standards for development within the Project. The Architectural Committee Rules and Guidelines may also include provisions requiring the establishment of landscaping on Lots pursuant to specific timetables. Subject to the provisions of this Article, the decision of the Architectural Committee shall be final on all matters submitted to it pursuant to this Declaration.

Section 3.2. Appeal. Any Owner aggrieved by a decision of the Architectural Committee may appeal the decision to the Board in accordance with procedures to be established by the Board. If the Board fails to allow an appeal or if the Board, after the appeal, again rules in a manner aggrieving the appellant, the decision of

the Board is final. In the event the decision of the Architectural Committee is overruled by the Board on any issue or question, the prior decision of the Architectural Committee shall be deemed modified to the extent specified by the Board and, for purposes of this Declaration, such decision, as so modified, shall thereafter be deemed the decision of the Architectural Committee. In this regard, the Board shall have the authority to modify or overrule the decision of the Architectural Committee on any matter presented to it.

Section 3.3. Fee. The Architectural Committee may establish a reasonable processing fee to defer the costs of the Association in considering any request for approvals submitted to it, which fee shall be paid at the time the request for approval is submitted. The Architectural Committee may employ an architect and other design professionals and the fees for such services shall be included in review fees.

Section 3.4. Appointment of Architectural Committee Members. Architectural Committee members shall be appointed by the Declarant and may be replaced, at the discretion of the Declarant. Declarant's right to appoint Architectural Committee members shall cease and the Board shall be vested with that right and all other rights of the Declarant pertaining to the Architectural Committee two (2) years after the date on which the Class B membership is extinguished, at such time as Declarant no longer owns any property within the Project or when such right is expressly relinquished by Declarant to the Board in writing, whichever condition occurs first.

Section 3.5. Requirement for Approval of Plans; Non-Liability. No Improvement shall be made to any Lot (including, without limitation, any landscaping, any installation of Satellite television antennas, any installation of any heating or cooling system or component or any other item on the roof of the building, the construction of any covered or uncovered patios, awning, decking or roof extension and any other Improvement which is Visible From Neighboring Property) unless and until the plans, drawings and specifications for the same are first submitted to, and approved by, the Architectural Committee. All plans, drawings and specifications shall be approved by the Architectural Committee as to style, exterior design, appearance and location prior to any Improvement being made or constructed by an Owner or any other person. The Architectural Committee takes no responsibility for engineering design or for compliance with zoning and building ordinances and, by approving any such plans and specifications, neither the Association, the Board, the Declarant nor any Member or Owner shall be deemed to assume any liability or responsibility therefor, or for any defect in any structure constructed from such plans and specifications. Neither the Architectural Committee, any member thereof, the Association, the Board nor the Declarant shall be liable to any Owner or any other person for any damage, loss or

prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings and specifications, whether or not deficient or defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications or (c) the development, or manner of development, of any property within the Project. Approval of plans and specifications by the Architectural Committee is not, and shall not be deemed to be, a representation or warranty, whether express or implied, that said plans or specifications comply with applicable governmental ordinances or regulations including, without limitation, zoning ordinances and building codes, or industry standards for design or construction.

ARTICLE 4  
MEMBERSHIP

Section 4.1. Identity of Members. Membership in the Association shall be limited to Owners of Lots. An Owner of a Lot shall automatically, upon becoming the Owner thereof, be a Member of the Association and shall remain a Member of the Association until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease.

Section 4.2. Transfer of Membership. Membership in the Association shall be appurtenant to each Lot and a membership in the Association shall not be transferred, pledged or alienated in any way, except upon the sale of a Lot (and then only to the Purchaser thereof), or by intestate succession, testamentary disposition, foreclosure of mortgage of record or other legal process affecting such Lot. Any attempt to make a prohibited transfer shall be void and shall not be reflected upon the books and records of the Association.

ARTICLE 5  
VOTING RIGHTS

Section 5.1. Classes of Members. The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all Owners of Lots, with the exception of the Declarant. Each Class A Member shall be entitled to one (1) vote for each Lot owned.

Class B. The Class B Member shall be the Declarant. The Declarant shall be entitled to three (3) votes for each Lot held by the Declarant. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

(a) One hundred eighty (180) days after the number of Class A votes exceeds the number of Class B votes; or

(b) When the Declarant notifies the Association in writing that it relinquishes its Class B membership; or

(c) January 1, 2020.

Section 5.2. Joint Ownership. When more than one (1) person is the Owner of any Lot, all such persons shall be Members. the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) ballot be cast with respect to any Lot. The vote or votes for each such Lot must be cast as a unit, and fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner casts a ballot representing a certain Lot, it will thereafter be conclusively presumed for all purposes that he was acting with the authority and consent of all other Owners of the same Lot. In the event more than one (1) ballot is cast for a particular Lot, none of said votes shall be counted and said votes shall be deemed void.

Section 5.3. Corporate Ownership. In the event any Lot is owned by a corporation, partnership, limited liability company or other association, the corporation, partnership, company or association shall be a Member and shall designate in writing at the time of acquisition of the Lot an individual who shall have the power to vote said membership, and in the absence of such designation and until such designation is made, the chief executive officer, if any, of such corporation, company, partnership or association shall have the power to vote the membership, and if there is no chief executive officer, then the Board of Directors, manager or general partner of such corporation, company, partnership or association shall designate who shall have the power to vote the membership.

Section 5.4. Suspension of Voting Rights. In the event any Owner is in arrears in the payment of any assessments or other amounts due under any of the provisions of the Project Documents for a period of fifteen (15) days, said Owner's right to vote as a Member of the Association shall be suspended and shall remain suspended until all payments, including collection and/or attorneys' fees, are brought current. In addition, an Owner's right to vote as a Member shall be suspended for a period not to exceed sixty (60) days for any other infractions of the Project Documents, and for successive sixty (60) day periods if the infraction has not been corrected during the then existing suspension period.

ARTICLE 6  
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 6.1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned by it, hereby

covenants, and each Owner of a Lot, by becoming the Owner thereof, whether or not it is expressed in the deed or other instrument by which the Owner acquired ownership of the Lot, is deemed to covenant and agree to pay to the Association: (1) annual assessments, (2) supplemental assessments and (3) special assessments for capital improvements. The annual, supplemental and special assessments, together with costs, late charges and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with late charges, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by them.

Section 6.2. Purpose of the Assessments. The assessments levied by the Association shall be used exclusively for the upkeep, maintenance and improvement of the Common Area and such portions of the Lots, and such portions of the Improvements located thereon, as the Association is obligated to maintain under Sections 10.1 and 10.2 of this Declaration, and for promoting the recreation, health, safety and welfare of the Owners and residents of Lots within the Property.

Section 6.3. Maximum Annual Assessment.

(a) Until January 1 of the year immediately following the conveyance of the first Lot to a Purchaser, the maximum annual assessment for each Lot shall be THREE HUNDRED AND NINETY-SIX DOLLARS (\$ 396.00).

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to a Purchaser, the Board may, without a vote of the membership, increase the maximum annual assessment during each fiscal year of the Association by (i) an amount proportional to the amount of increase during the prior fiscal year in the Consumer Price Index for All Urban Consumers (All Items), U.S. City Average, published by the United States Department of Labor, Bureau of Labor Statistics (1967 = 100), or in the event said index ceases to be published, by any successor index recommended as a substitute therefor by the United States government; (ii) or ten percent (10%), whichever is greater.

(c) From and after January 1 of the year immediately following the conveyance of the first Lot to a Purchaser, the maximum annual assessment may be increased by an amount greater than the maximum increase allowed pursuant to subparagraph (b) above only by a two-thirds (2/3) majority vote of each class of Membership entitled to vote thereon which is cast (in person or by proxy) at a meeting duly called for such purpose at which a quorum is present.



(d) The Board may fix the annual assessment in any amount not in excess of the maximum annual assessment.

Section 6.4. Supplemental Assessments. In the event the Board shall determine that its funds budgeted or available in any fiscal year are, or will become, inadequate to meet all expenses of the Association, for any reason including, without limitation, nonpayment of assessments by the Members, it shall determine the approximate amount of such inadequacies for such fiscal year, prepare a supplemental budget, determine from such supplemental budget the amount of such inadequacies for such fiscal year and levy a supplemental assessment against each Lot in such amount as the Board deems necessary in order to obtain the amount of such inadequacies. Notice of any such supplemental assessment shall be given to each Owner. The supplemental assessment shall be paid on such dates, and in such installments, as may be determined by the Board. Notwithstanding the foregoing, no supplemental assessment shall be levied by the Board until such assessment has been approved by a two-thirds (2/3) majority vote of each class of Membership entitled to vote thereon which is cast (in person or by proxy) at a meeting duly called for such purpose at which a quorum is present.

Section 6.5. Special Assessments. In addition to the annual and supplemental assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that fiscal year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement of the Common Area, including fixtures and personal property related thereto, or for any other lawful Association purpose, provided that any such assessment shall be approved by a two-thirds (2/3) majority vote of each class of Membership entitled to vote thereon which is cast (in person or by proxy) at a meeting duly called for such purpose at which a quorum is present.


Section 6.6. Notice and Quorum for Any Action Authorized Under Sections 6.3, 6.4 and 6.5. Written notice of any meeting called for the purpose of taking any action authorized under Section 6.3, 6.4 or 6.5 shall be sent to all Members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or proxies entitled to cast sixty percent (60%) of all the votes of each class of Members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6.7. Uniform Rate of Assessment. Annual, supplemental and special assessments must be fixed at a uniform

rate for all Lots. When the Class B membership ceases as prescribed in Article 5, Section 5.1, Declarant shall become a Class A Member and will be subject to full assessment for each Lot owned by a Declarant. As long as the Class B membership exists, Declarant shall pay twenty-five percent (25%) of the full assessment amount for each Lot owned by Declarant until such time as the Lot is conveyed by Declarant to a Purchaser or is occupied, whichever occurs sooner. A Builder is entitled to pay fifty percent (50%) of the full assessment amount until (i) the completion of the residence on the Lot or (ii) six months from the commencement of construction of the residence on the Lot or (iii) two years from the date the title is first transferred from Declarant to the Builder, whichever occurs soonest. The Builder shall be a Class A Member and shall not be entitled to vote as long as a reduced assessment is applicable to the Lot in question. The one hundred percent (100%) assessment permanently attaches upon initial occupancy regardless of its state of occupancy thereafter.

Section 6.8. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to each Lot on the first day of the month following the conveyance of the first Lot to a Purchaser. The first annual assessment shall be adjusted according to the number of months remaining in the fiscal year of the Association. The Board shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The Board may require that the annual assessment be paid in installments and in such event the Board shall establish the due dates for each installment. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 6.9. Working Capital Fund. To insure that the Association shall have adequate funds to meet its expenses or to purchase necessary equipment or services, each person or entity, with the exception of Builders and the Declarant, who purchases a Lot shall pay to the Association immediately upon becoming the Owner of the Lot a sum equal to one-sixth (1/6) of the current annual assessment for the Lot. Funds paid to the Association pursuant to this Section may be used by the Association for payment of operating expenses or any other purpose permitted under this Declaration. Payments made pursuant to this Section shall be nonrefundable and shall not be offset or credited against or considered as advance payment of any assessments levied by the Association pursuant to this Declaration.

 Section 6.10. Transfer Fee. Each person or entity other than Declarant or a Builder who purchases a Lot from a person or entity other than the Declarant or a Builder, shall pay to the Association

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★ immediately upon becoming the Owner of the Lot a transfer fee in such amount as is established from time to time by the Board.

Section 6.11. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment, or any installment of an assessment, not paid within thirty (30) days after the assessment, or the installment of the assessment, first became due shall bear a monthly late charge to be set by the Board. Any assessment, or any installment of an assessment, which is delinquent shall be and become a continuing lien on the Lot against which such assessment was made. The lien shall be perfected by the recording of a "Notice of Claim of Lien" which shall set forth (1) the name of the delinquent Owner as shown on the records of the Association, (2) the legal description, street address and number of the Lot against which the lien is made, (3) the amount claimed as of the date of the recording of the notice, including lien recording fees, late charges and reasonable attorneys' fees, (4) the name and address of the Association. The Association's lien shall have priority over all liens or claims created subsequent to the recording of the Notice of Claim of Lien except for tax liens for real property taxes on the Lot, assessments on any Lot in favor of any municipal or other governmental body and the liens which are specifically described in Section 6.12 of this Declaration.

Before recording a lien against any Lot, the Association shall make a written demand to the defaulting Owner for payment of the delinquent assessments, together with late charges and reasonable attorneys' and collection fees, if any. Said demand shall state the date and amount of the delinquency. Each default shall constitute a separate basis for a demand or claim of lien, but any number of defaults may be included within a single demand or claim of lien. If such delinquency is not paid within ten (10) days after delivery of such demand, the Association may proceed with recording a Notice of Claim of Lien against the Lot of the defaulting Owner. The Association shall not be obligated to release any lien recorded pursuant to this Section until all delinquent assessments, lien fees, late charges and reasonable attorneys' fees and costs of collection have been paid in full whether or not all of such amounts are set forth in the Notice of Claim of Lien.

The Association shall have the right, at its option, to enforce collection of any delinquent assessments together with lien fees, late charges, reasonable attorneys' and collection fees and any other sums due to the Association in any manner allowed by law including, but not limited to, (a) bringing an action at law against the Owner personally obligated to pay the delinquent assessments, and such action may be brought without waiving any lien securing any such delinquent assessments, or (b) bringing an action to foreclose its lien against the Lot in the manner provided by law for the foreclosure of a realty mortgage. The Association shall have the power to bid at any foreclosure sale and to

purchase, acquire, hold, lease, mortgage and convey any and all Lots purchased at such sale.

Section 6.12. Subordination of the Lien to Mortgages. The lien of the assessments provided for in this Declaration shall be subordinate to the lien of any First Mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to judicial or nonjudicial foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 6.13. Exemption of Owner. No Owner of a Lot may exempt himself from liability for annual, supplemental or special assessments levied against his Lot or for other amounts which he may owe to the Association under the Project Documents by waiver and non-use of any of the Common Area and facilities, or by the abandonment of his Lot.

#### ARTICLE 7 PERMITTED USES AND RESTRICTIONS

Section 7.1. Scope. Except as otherwise specified, the provisions of this Article shall apply to all of the Property.

Section 7.2. Residential Use. All Lots shall be used, improved and devoted exclusively to Single Family Residential use. No gainful occupation, profession, trade or other nonresidential use shall be conducted on or from any Lot. Nothing herein shall be deemed to prevent the leasing of a Lot to a Single Family from time to time by the Owner thereof, subject to all of the provisions of the Project Documents. Any Owner who leases his Lot shall promptly notify the Association and shall advise the Association of the term of the lease and the name of each lessee. All buildings or structures erected upon the Property shall be of new construction and no buildings or structures shall be moved from other locations onto the Property without the prior written approval of the Architectural Committee.

Section 7.3. Animals. No animals, birds, fowl, poultry or livestock, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any Lot and then only if they are kept, bred or raised thereon solely as domestic pets and not for commercial purposes. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No structure for the care, housing or confinement of any animal shall be maintained so as to be Visible From Neighboring Property. Upon the written request of any Owner, the Board shall determine whether, for the purposes of this Section, a particular animal is a generally recognized house or yard pet, or nuisance, or whether