

WHEN RECORDED MAIL TO:

Lawyer's Title of Arizona  
2200 North Central Avenue  
Phoenix, Arizona

CR 8017 PAGE 42  
3:1300 02-R MISC.

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That LAWYERS TITLE OF ARIZONA, an Arizona corporation, as Trustee, being the owner of all of the following described premises, situate within the County of Maricopa, State of Arizona, to-wit:

lots Seventy-one (71) to One Hundred Ninety-four (194) inclusive, CONTINENTAL EAST UNIT TWO, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 128 of Maps, Page 18, dated February 24, 1970.

and desiring to establish the nature of the use and enjoyment thereof, does hereby declare said premises subject to the following express covenants, stipulations and restrictions as to the use and enjoyment thereof, all of which are to be construed as restrictive covenants running with the title to said premises and with each and every part and parcel thereof, to wit:

1. That no part of any dwelling shall be used for living purposes until the entire structure is nearing completion, nor shall any structure of a temporary nature be used as a dwelling on any lot in CONTINENTAL EAST UNIT TWO, nor shall any trailer, tent, shack, garage, barn or any other structure or dwelling be moved onto said lots in CONTINENTAL EAST UNIT TWO, from outside the subdivision.
2. That no single family dwelling shall be erected, permitted or maintained on any lot in CONTINENTAL EAST UNIT TWO, that shall have a ground floor area of less than 1,000 square feet, exclusive of open porches, pergolas, or attached garage.
3. That no walls of any building erected on lots in said subdivision shall be built closer than twenty (20) feet to the front property lines, nor nearer than ten (10) feet to any side street line of the lot on which it is built, nor shall the walls of any building be placed closer than five (5) feet to the side line of the lot on which it is built (except attached carports or garages), provided, however, that this side line restrictions shall not prevent the construction of the walls of outbuildings or garages on the side lot line of any lot when such outbuildings or garages are located more than seventy-five (75) feet from the front property line of the lot.
4. That no hospital, sanitarium hotel of any kind or nature shall be constructed, permitted or maintained on any of said lots, nor shall any building on any of said lots be used or occupied for the care, lodging or entertainment for hire of persons suffering from disease.
5. That no billboards or other unsightly object shall be erected, placed or permitted to remain on any residential lot, and no noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, or which in any way would detract from the appearance of the neighborhood, provided however, that these restrictions shall not prevent the subdivider or builder from erecting temporary sales office, storage and work yards, and advertising signs for the purpose of promoting sales in said subdivision.
6. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than two cars.
7. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than sixty-six (66) feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than six thousand nine hundred (6,900) square feet.

CAT 8017 page 43

8. **EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements, or which may obstruct or retard the flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by owner of the lot, except for those improvements for which a public authority or utility company is responsible.

9. **TERM.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

The foregoing restrictions and covenants run with the land and shall be binding on all persons owning any of said lots in CONTINENTAL EAST UNIT TWO, unless and until by a majority vote of the individual lot owners, it is agreed to change the said covenants in whole or in part.

If any person shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any person or persons owning any other lots in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent his or them from so doing or to recover damages or other dues for such violations provided, however, that a violation of these covenants, or any one or more of them shall not affect the lien of any mortgage now of record, or which hereafter may be placed of record upon said lots or any part thereof, Should any of the restrictions herein contained be held invalid, or void, the rest of the restrictions shall in no way be affected thereby.

In witness whereof, LAWYERS TITLE OF ARIZONA, as Trustee, has caused its corporate name to be signed and its corporate seal to be affixed by the undersigned officer thereunto duly authorized this 24th day of February A. D., 1970.

STATE OF ARIZONA }  
 County of Maricopa } ss.  
 I hereby certify that the within instrument was filed and recorded at request of  
 Lawyers Title of Arizona  
 FEB 26 1970 8:00 AM  
 in Docket 8017  
 on page 43  
 Witness my hand and official seal the day and year aforesaid.  
 Paul M. Morrison  
 County Recorder  
 By *[Signature]*  
 Deputy Recorder  
 200

LAWYERS TITLE OF ARIZONA, as Trustee,  
*[Signature]*  
 Trust Officer

STATE OF ARIZONA )  
 ) ss.  
 COUNTY OF MARICOPA )

On this, the 24th day of February, 1970, before me, the undersigned officer, personally appeared H. B. Kelley who acknowledged himself to be the Trust Officer of LAWYERS TITLE OF ARIZONA, a corporation, and that as such officer, being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the corporation, as Trustee, by himself as such officer.

In witness whereof I have hereunto set my hand and official seal.



*[Signature]*

My commission expires:  
 My Commission Expires March 6, 1971