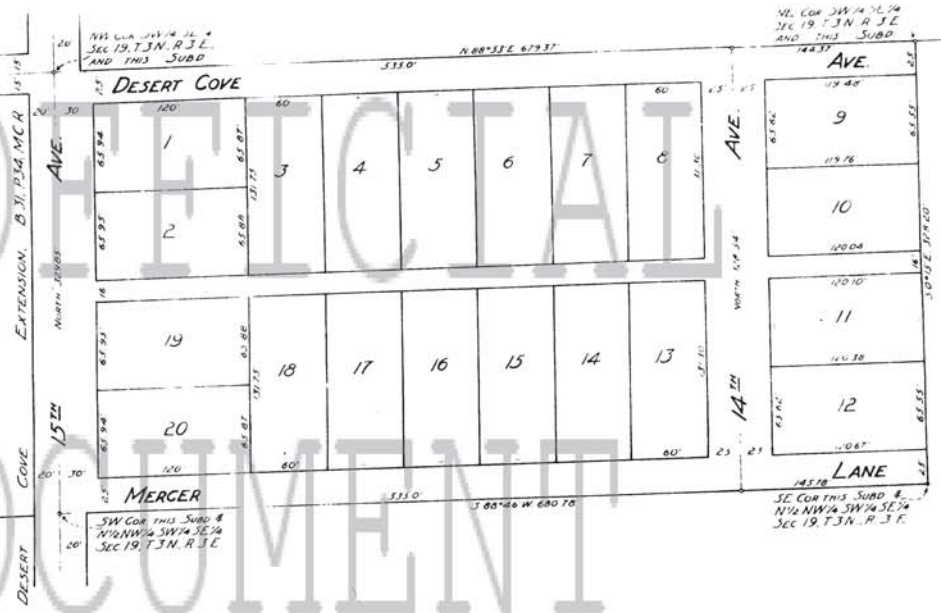


MERCER HEIGHTS

A SUBDIVISION OF THE N $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 19, T.3N., R.3E., MARICOPA COUNTY, ARIZONA SURVEY N $^{\circ}$ 471030P BY HARRY E. JONES



SCALE 1" = 60'



CERTIFICATE OF SURVEY

This is to certify that the survey and subdivision of the premises as described and platted hereon was made under my direction by J.D. Roeder during October, 1947

Harry E. Jones
Registered Civil Engineer

DEDICATION

STATE OF ARIZONA
COUNTY OF MARICOPA
KNOW ALL MEN BY THESE PRESENTS: That the Arizona Title Guarantees and Trust Company, an Arizona corporation, Trustee, has subdivided under the name of MERCER HEIGHTS the N $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 19, T.3N. R.3E., G.45 RM Maricopa County, Arizona and hereby publish this plat as and for the plat of said MERCER HEIGHTS, and hereby declares that said plat sets forth the location and gives the dimensions of the lots, streets and alleys constituting same, and that each lot and street shall be known by the number or name given to each respectively on said plat, and the Arizona Title Guarantees and Trust Company, Trustee, hereby dedicates to the public for use as such the streets and alleys shown on said plat and included in the above described premises IN WITNESS WHEREOF the Arizona Title Guarantees and Trust Company, as Trustee, has hereunto caused its corporate name to be signed and its corporate seal to be affixed, and the same to be attested by the signatures of F.E. Pethcreek, its Vice President, and Miriam Reed, its Assistant Secretary, thereunto duly authorized.
Witness my hand and official seal this 15th day of December, 1947
ARIZONA TITLE GUARANTEE AND TRUST COMPANY, TRUSTEE.

Attest *Miriam Reed*
Assistant Secretary
By *F.E. Pethcreek*
Vice President



ACKNOWLEDGEMENT

STATE OF ARIZONA
COUNTY OF MARICOPA
On this, the 15th day of December 1947, before me, the undersigned officer personally appeared F.E. Pethcreek, who acknowledged himself to be the Vice President, and Miriam Reed, who acknowledged her self to be the Assistant Secretary of the Arizona Title Guarantees and Trust Company, a corporation, and acknowledged that they as such Vice President and Assistant Secretary respectively, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation, as Trustee, by themselves, as Vice President and Assistant Secretary, respectively
IN WITNESS WHEREOF I hereunto set my hand and official seal.
My commission expires January 9, 1951

Mae Livingston
Notary Public



715-59-20
Where no objection was made on this date, I hereby certify that the within instrument was filed and recorded as shown on this date.
JAN 8 1948
In Dallas, Texas
ROGER S. LAVERN
County Recorder
Maricopa County, Arizona

DECLARATION AND ESTABLISHMENT
OF
RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That ARIZONA TITLE GUARANTEE & TRUST COMPANY, a corporation, TRUSTEE, being the owner of all of the following described premises, situate within the County of Maricopa, State of Arizona, to-wit:

All of MERCER HEIGHTS according to the map or plat thereof of record in the office of the County Recorder of Maricopa County, Arizona in Book 41 of Maps at Page 32 thereof;

and desiring to establish the nature of the use and enjoyment thereof, does hereby declare said premises subject to the following express covenants and stipulations 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. All lots in said Mercer Heights shall be known and designated as residential lots, except lots 1, 2, 19 and 20 thereof, which said last mentioned four lots may be used for business purposes.

2. The location, style and material of each building to be used for business purposes upon the aforesaid lots 1, 2, 19 and 20 shall be approved by the committee hereinafter provided for before any business or commercial building shall be erected upon any of said lots.

3. No building shall be erected, placed or altered on any lot in said Mercer Heights until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by the majority of a committee consisting of H. L. Mercer, Wallace A. Jones and Lee Norton, until after 50% or more of the said lots have been built upon and then by a committee composed of five home owners in

DOCKET 129 PAGE 438

the subdivision elected by a majority of all said lots owners, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining members, or member, shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event said committee or its designated representative fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1965. Unofficial Document Thereafter the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the said lots and duly recorded, appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

4. No residence shall be located on any residence lot nearer than seven (7) feet to any side property line, nor nearer than ten (10) feet to any side street line. This provision shall not prevent the owner of two or more adjacent lots from constructing a dwelling house closer than seven (7) feet to the lot line common to the adjacent lots in such common ownership.

5. No building excepting detached garages or other outbuildings located ninety (90) feet or more from the front lot line, shall be located nearer than seven (7) feet to any side lot line of any residence lot.

copy 129 of 139

6. No residence or attached appurtenance shall be erected on any residence lot the front line of which is nearer than twenty-five (25) feet to the front lot line nor farther than thirty-five (35) feet from the front lot line.

7. No dwelling shall be permitted on any residence lot unless the ground floor area of the main structure, exclusive of open porches and garages, shall be five hundred (500) or more square feet.

8. That no residential lot shall be used, occupied, leased, rented or sold to any person or persons who are themselves, or whose spouse, or any member of their immediate family are of the Negro or Asiatic race, or of any race other than white or Caucasian; except that this covenant shall not be construed to prevent occupancy by domestic servants of a different race employed by an owner or tenant occupying the property.

9. These covenants are to run with the land and shall be binding on all owners of said lots until January, 1965, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a ^{Official Document}majority of the then owners of the said lots it is agreed to change said covenants in whole or in part.

10. If there shall be a violation or attempted violation of any of the covenants herein, it shall be lawful for any person or persons owning any of said lots to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenant, and either to prevent him or them from so doing or to recover damages or other dues for such violation.

11. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in force and effect.

WITNESS the corporate name and seal of said Arizona Title Guarantee & Trust Company, by its duly authorized Vice President, this 20 day of ^{January}~~October~~, 1948.

ATTEST:


Secretary



ARIZONA TITLE GUARANTEE & TRUST COMPANY

By J. P. Peterson
Vice President

DOCKET 129 PAGE 440

STATE OF ARIZONA)
 (ss.
County of Maricopa)

On this, the 20th day of ~~December~~ ^{January}, 1948, before me, the under-
signed officer, personally appeared F. E. PETTYCREW, who acknowledged
himself to be the vice president of Arizona Title Guarantee & Trust
Company, a corporation, and that he, as such vice president, being
authorized so to do, executed the foregoing instrument for the
purposes therein contained by signing the name of the corporation
by himself as vice president.

IN WITNESS WHEREOF, I have hereunto set my hand and official



Wm. Livingston
Notary Public

My commission expires:

January 9, 1957

Unofficial Document

3 15
STATE OF ARIZONA } ss.
County of Maricopa }
I hereby certify that the within
instrument was filed and recorded
at Phoenix, Arizona, Arizona Title Guarantee & Trust Co.
Arizona, on the 22nd day of JAN 22 1948
in Document 129
on page 437 to 440
W. G. Laverh, County Recorder
HOOVER, G. LAYREN, County Recorder
by Edward J. Laverh County Recorder
County Recorder