

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That BERT V. COX and S. CAROLYN COX, his wife, of the County of Maricopa, State of Arizona, for and in consideration of TEN and NO/100 - - - - - DOLLARS, to them in hand paid by Phoenix Title and Trust Company, an Arizona Corporation, as Trustee, have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said Phoenix Title and Trust Company, as Trustee, to hold, sell and convey, mortgage or pledge the property hereby conveyed and hereinafter described, or otherwise to handle the said property in the same manner as though the Phoenix Title and Trust Company held the said property in fee simple and not as Trustee; including therein full power and authority to deal with said property in lots, tracts, and parcels and to dedicate portions thereof to the public as streets and alleys or otherwise to the public use and to convey said portions at its discretion to any public body for street and alley purposes, and including full power to sell and convey the property hereby conveyed and hereinafter described, or any part thereof upon such terms as said Trustee shall designate; and to make, execute and deliver deeds therefor, in the name of said Phoenix Title and Trust Company, Trustee; and to do all further acts and things necessary or incidental for the carrying out of the above purposes, all that property situate in Maricopa County, State of Arizona, and described as follows, to-wit:

That part of the North half of the Southwest quarter of Section Twenty-one (21), Township Two (2) North, Range Three (3) East of the Gila and Salt River Base and Meridian, described as follows:
BEGINNING at a point on the West line of said Section South 0 degrees 07 minutes East 510 feet, more or less, from the Northwest corner of the Southwest quarter of said Section and being the Southwest corner of LA VETA PLACE, according to the plat of said LA VETA PLACE of record in the office of the County Recorder of Maricopa County, Arizona, in Book 7 of Maps, page 12 thereof; running thence South 0 degrees 07 minutes East along the said Section line 514 feet to the North line extended of LOS INDIOS, according to the plat of said LOS INDIOS of record in the office of the County Recorder of Maricopa County, Arizona, in Book 8 of Maps, page 20 thereof; running thence North 88 degrees 48 minutes East along the North line extended of said LOS INDIOS and along the North line of said LOS INDIOS, 2660.8 feet more or less, to the North and South center line of said Section 21; running thence North along the center line of said Section, 135 feet to a point on the Southwest right-of-way line of the Grand Canal; running thence North 54 degrees 28 minutes West along the Southwest right-of-way line of the Grand Canal, 610 feet more or less, to the Southeast corner of said LA VETA PLACE; running thence South 89 degrees 24 minutes West along the South line of said LA VETA PLACE, 2159 feet more or less, to the point of beginning;

Together with all rights and privileges appurtenant or to become appurtenant to said property by virtue of the subscription of said property for shares of the capital stock of the Salt River Valley Water Users' Association, and subject to all the terms, conditions and liabilities incident thereto, and liabilities on account of inclusion within the Salt River Project Agricultural Improvement and Power District.

The Grantors grant, sell and convey said property subject to the understanding that a portion of said property has been dedicated as a street and designated as Carolyn Drive; and that it is proposed to convey portions of said property lying East of a line 175 feet East of the East line of Seventh Street and West of a line 204.5 feet East of the East line of Seventh Street in parcels of approximately 85 feet in width, East and West, and that said parcels shall be subject to the following express covenants, conditions, stipulations and restrictions as to the use and enjoyment thereof by the Grantee, its successors and assigns, which covenants, conditions, stipulations and restrictions are made for the benefit of and shall inure to the benefit of and shall be binding on all subsequent owners of said parcels:

1. That said parcels shall be used for residence purposes and for the necessary and usual out-buildings and garages incidental to the occupancy of such property for residential purposes.

2. That any residence constructed on any of said parcels shall be of masonry, stucco or mineral exterior and that any garage or other out-building constructed on any parcel shall be of same or similar style as that of the residence building on the parcel on which such garage or other out-building is located.

3. The front line or walls of any residence, including porches, pergolas or attached garages, situated entirely or in part on the portion of said parcels within 125 feet from the center line of Carolyn Drive shall be not closer than 60 feet to said center line of Carolyn Drive nor further than 70 feet from the center line of Carolyn Drive, except on the parcel lying East of a line 1960 feet East of the East line of Seventh Street and South of Carolyn Drive on which the front lines or walls shall be not closer than 50 feet to the center line of Carolyn Drive nor further than 60 feet from the center line of Carolyn Drive, nor shall the side walls or lines of any such buildings be closer than 10 feet to the side line of the parcel on which said buildings are located; provided this side line provisions shall not prevent the erection of a garage closer than 10 feet to the side parcel line or on the side parcel line if such garage shall be located more than 125 feet from the center line of Carolyn Drive.

4. No residence building shall be erected, permitted or maintained on any of

said parcels that shall have a ground floor area of less than 800 square feet.

5. That no basement, garage, barn or other out-building erected on any of said parcels shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted; it being understood, however, that this provision shall not prevent the maintenance of servant quarters for servants actually employed by the owner or tenant of said property in a garage or other out-building but no such quarters shall be rented, leased, or occupied by anyone other than members of owners or tenants family or servants employed by owners or tenants of the residence situated on said parcel.

6. That no hotel, hospital, sanitarium or other place for the care or entertainment for hire of persons suffering from disease shall be erected, permitted or maintained on any of said parcels; nor shall any residence erected on said property be used for such purposes.

7. That none of said parcels or any portion thereof shall ever be sold, given, transferred to, conveyed, let or demise to or occupied by any person who is or whose spouse is of other than the Caucasian race; it being understood, however, that these provisions shall not be interpreted to prevent the occupancy as such by domestic servants employed by proper owners or tenants.

These covenants, conditions, stipulations and restrictions shall run with the land and shall be binding on the Grantee herein and all subsequent owners of any of said parcels or portions thereof until January 1, 1977, at which time said covenants, conditions, stipulations and restrictions shall be automatically extended for successive periods of ten years each unless by a vote of the majority of the then owners of said parcels, both in number and in area, it is agreed to alter or amend the said covenants, conditions, stipulations and restrictions in whole or in part.

If there shall be a violation or threatened or attempted violation of any of said covenants, conditions, stipulations, or restrictions then the Grantors herein, or anyone owning any of said parcels, alone or in conjunction with, or for or on behalf of any other such owner of said parcels, may bring an action to enjoin or restrain such violation or threatened or attempted violation or to compel compliance with said covenants, conditions, stipulations and restrictions, or to collect such damages or other dues as the Court may decide are meet and just in the premises.

Should any of the covenants, conditions, stipulations, or restrictions herein

contained be held to be invalid or void the rest of the covenants, conditions, stipulations and restrictions shall be in no way affected thereby.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Phoenix Title and Trust Company, as Trustee, its successors and assigns forever.

It is understood and agreed by and between the parties hereto that this conveyance of the legal title to the Grantee herein as Trustee shall not operate to extinguish any mortgage or mortgages on said property that the Phoenix Title and Trust Company or the Phoenix Title and Trust Company, Trustee, now holds or may hereafter acquire; but that such mortgage shall remain in force as a valid lien or liens on said premises until released of record.

And they hereby bind themselves, their heirs, executors and administrators to warrant and forever defend, all and singular, the premises unto the said Phoenix Title and Trust Company, as Trustee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

SUBJECT TO: All taxes and assessments chargeable against said property levied subsequent to December 5, 1945; the rights of any person in and to that part of the within property which lies within Seventh Street on the West, and within 12th Street on the East, and the portion of said property included within Carolyn Drive as dedicated by the Grantors herein, such dedication to be hereafter recorded in the office of the County Recorder of Maricopa County, Arizona; the rights of M. Ernest Stiffler and Edith L. Stiffler, his wife, Plaintiffs in Case No. 51296 in the Superior Court of Maricopa County, Arizona, their heirs and assigns, to the use of that part of the South 20 feet of the within property beginning at Seventh Street and running East to a point approximately 15 feet East of said Plaintiff's house, as set forth in Decree entered in said Case September 21, 1942, and recorded January 11, 1944, in Book 402 of Deeds, page 287, records of Maricopa County, Arizona; and rights of way for canals, laterals and ditches.

WITNESS our hands this 12th day of AUGUST A. D. 1946.

From Cestui Que Trust to Trustee
No Revenue Stamps Required

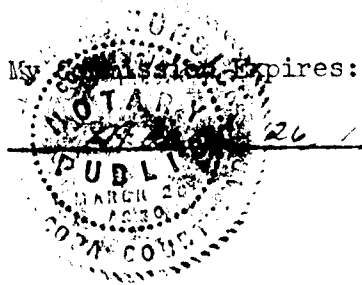
Bert V. Cox
S. Carolyn Cox

STATE OF ARIZONA)
County of Maricopa) ss.

On this, the 30th day of August, 1946, before me, Anna M. Kinsick, the undersigned officer, personally appeared BERT V. COX and S. CAROLYN COX, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purpose therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Anna M. Kinsick
Notary Public



Unofficial Document

INDEXED FILED SERIALIZED COMPARED
STATE OF ARIZONA
County of Maricopa
I here certify that this instrument was recorded on 601128
Instrument No. 601128 on SEP 1 1946
PHOENIX TITLE AND TRUST CO.
SEP 1 1946
in Book 538 Page 908
on page 53-57 (Jule)
With my official seal
ROBERT A. ...
By Robert A. ... County Recorder
11/7/5

60428

Photocopy