

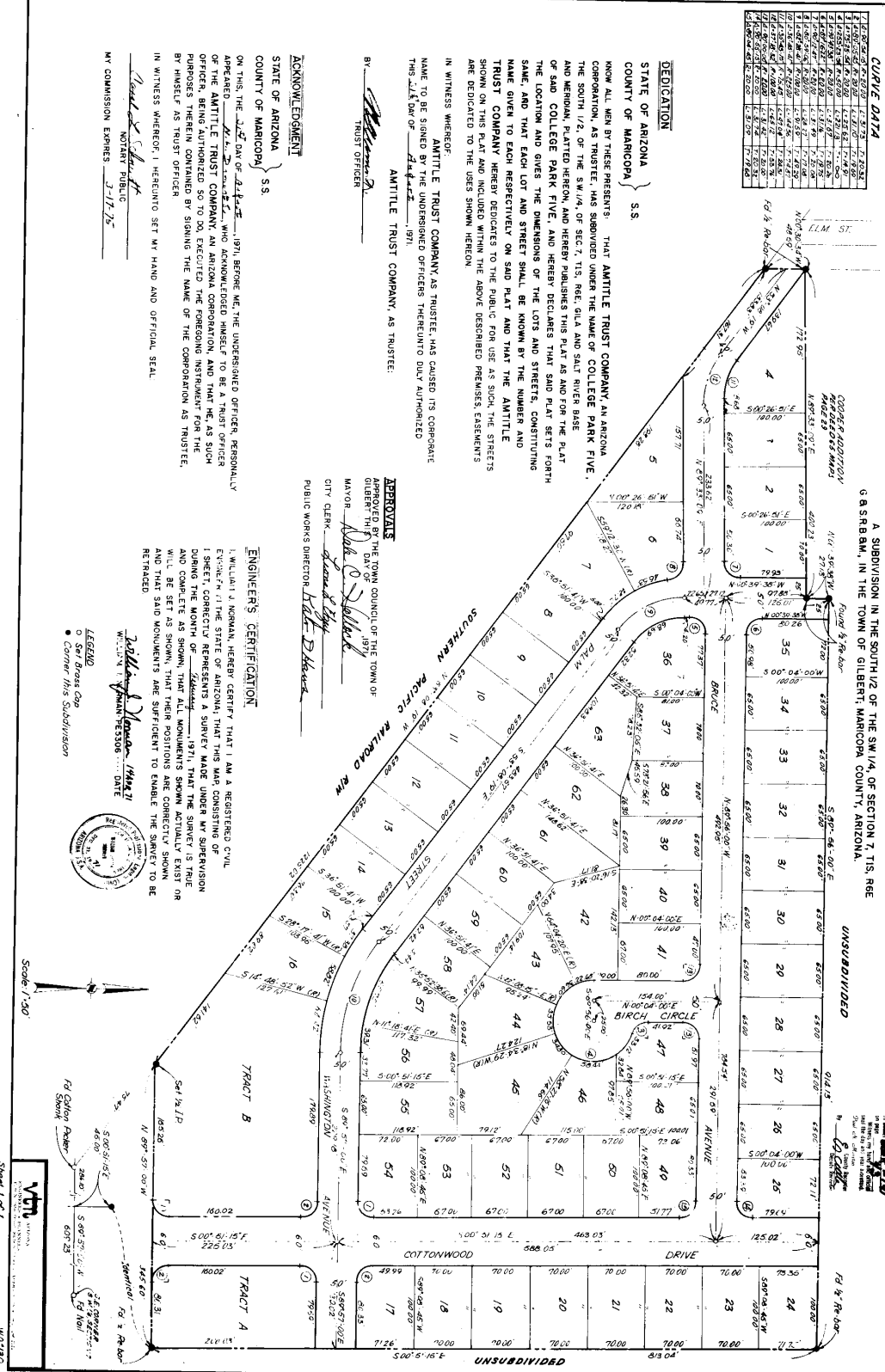
COLLEGE PARK FIVE

A SUBDIVISION IN THE SOUTH 1/2 OF SECTION 7, T15, R8E
G & S R. 84M, IN THE TOWN OF GILBERT, MARICOPA COUNTY, ARIZONA.

14143

CURVE DATA

STATION	CHORD BEARING	CHORD DISTANCE	CHORD BEARING	CHORD DISTANCE	CHORD BEARING	CHORD DISTANCE
1+00.00	N 89° 57' 00" W	100.00	N 89° 57' 00" W	100.00	N 89° 57' 00" W	100.00
2+00.00	N 89° 57' 00" W	100.00	N 89° 57' 00" W	100.00	N 89° 57' 00" W	100.00
3+00.00	N 89° 57' 00" W	100.00	N 89° 57' 00" W	100.00	N 89° 57' 00" W	100.00
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90+00.00	N 89° 57' 00" W	100.00	N 89° 57' 00" W	100.00	N 89° 57' 00" W	100.00



DEDICATION
STATE OF ARIZONA }
COUNTY OF MARICOPA }
S.S.

KNOW ALL MEN BY THESE PRESENTS THAT AMTITILE TRUST COMPANY, AN ARIZONA CORPORATION, AS TRUSTEE, HAS SUBDIVIDED UNDER THE NAME OF COLLEGE PARK FIVE, THE SOUTH 1/2 OF SEC 7, T15, R8E, G14 AND SALT RIVER BASE AND MERIDIAN, PLATED HEREON, AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF SAID COLLEGE PARK FIVE, AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS AND STREETS, CONSTITUTING SAME, AND THAT EACH LOT AND STREET SHALL BE KNOWN BY THE NUMBER AND NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT AND THAT THE AMTITILE TRUST COMPANY HEREBY DEDICATES TO THE PUBLIC FOR USE AS SHOWN, THE STREETS SHOWN ON THIS PLAT AND INCLUDED WITHIN THE ABOVE DESCRIBED PREMISES, EASEMENTS ARE DEDICATED TO THE USES SHOWN HEREON.

IN WITNESS WHEREOF, THE AMTITILE TRUST COMPANY, AS TRUSTEE, HAS CAUSED ITS CORPORATE NAME TO BE SIGNED BY THE UNDERSIGNED OFFICERS THEREUNTO DULY AUTHORIZED THIS 14th DAY OF August 1971
AMTITILE TRUST COMPANY, AS TRUSTEE:
BY: *[Signature]*
TRUST OFFICER

APPROVALS
APPROVED BY THE TOWN COUNCIL OF THE TOWN OF GILBERT, ARIZONA
CITY CLERK: *[Signature]*
PUBLIC WORKS DIRECTOR: *[Signature]*

ENGINEER'S CERTIFICATION
I, WILLIAM J. NORMAN, HEREBY CERTIFY THAT I AM A REGISTERED CIVIL ENGINEER IN THE STATE OF ARIZONA, THAT THIS MAP CONSTITUTES A SHEET, CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF *[Month]*, 1971, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL MONUMENTS SHOWN ACTUALLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE REPRODUCED.

[Signature]
WILLIAM J. NORMAN, ENGINEER
DATE: *[Date]*



ACKNOWLEDGMENT
STATE OF ARIZONA }
COUNTY OF MARICOPA }
S.S.
ON THIS, the 14th DAY OF August, 1971, BEFORE ME, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED *[Name]*, who acknowledged himself to be a TRUST OFFICER OF THE AMTITILE TRUST COMPANY, AN ARIZONA CORPORATION, AND THAT HE, AS SUCH OFFICER, HEREBY CAUSED TO BE EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION AS TRUSTEE, IN WITNESS WHEREOF, I HEREBY SET MY HAND AND OFFICIAL SEAL.

[Signature]
NOTARY PUBLIC
MY COMMISSION EXPIRES: 3-17-75

LEGEND
○ Survey Monument
● Corner This Subdivision



Scale 1"=30'

Sheet 1 of 1

UNSUBDIVIDED

UNSUBDIVIDED

UNSUBDIVIDED

Docket , page
Recorded

COLLEGE PARK UNIT V

DECLARATION OF RESTRICTIONS

113,665
KNOW ALL MEN BY THESE PRESENTS: 219452 02-R MISC.

219452

THAT AMTITILE TRUST COMPANY, an Arizona corporation, as Trustee being the owner of the following described premises situated in the County of Maricopa, State of Arizona, to-wit:

Lots 1 through 63 inclusive, COLLEGE PARK UNIT V, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 141 of Maps, page 43.

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, to-wit;

PART A. AREA OF APPLICATION

A-1. Lots One (1) through Sixty Three (63), inclusive, COLLEGE PARK UNIT V, shall be known and described as single family residential lots, and the residential area covenants in PART B. shall apply to said lots in their entirety.

PART B. RESIDENTIAL AREA COVENANTS

B-1. All structures on said lots shall be of new construction and no building shall be moved from any other location onto any of said lots.

B-2. No garage or other building whatsoever shall be erected on any of said single family residential lots until a dwelling shall have been erected or until a contract with a reliable and responsible contractor shall have been entered into for the construction of a dwelling which shall comply with the restrictions as herein contained. Prior to the erection or during the erection of such dwelling, no garage or other out-building shall be used for residential purposes.

B-3. No structures shall be erected, altered, placed or permitted to remain on any of said lots other than one detached single family dwelling not to exceed two stories in height and a private garage not to exceed two stories in height for not more than three (3) cars and a guest house or servant quarters for the sole use of actual non-paying guests or actual servants of the occupants of the main residential building. In the event the garage, guest house, or servants quarters be detached from the main dwelling unit, none of three said auxiliary buildings shall exceed one story in height. In the event, however that any or all of the same shall be directly attached to the main dwelling unit,

neither the servant's quarters nor guest house shall exceed two stories in height, or, if over one floor of the main dwelling unit, shall not exceed one story in height, and although the garage may not exceed one story in height, it is permissible for a second story to be above the garage which may contain either a portion of the main building unit or servant's quarters or a guest house, or any combination thereof.

- B-4. No house trailers of any kind or description shall be placed or permitted to remain on any of said lots. Camping trailers shall be permitted to be parked in the rear yard.
- B-5. Dwelling houses shall be of a masonry or insulated frame construction with decorative wood paneling, if desired, or lumber, provided that all buildings of lumber construction shall be painted.
- B-6. The line of the walls nearest the front property line of any dwelling house or any garage incident thereto, built on any lot shall not be closer than twenty (20) feet to the front property line, and the side walls thereof shall not be closer than seven (7) feet to the side lot line on interior lots, and on corner lots walls of any structure shall not be closer than ten (10) feet to the side street line of any such lot, not closer than five (5) feet to the interior lot line of such corner lot, provided that this side line restriction shall not prevent the projection of cornices, eaves, and coolers to a depth of not more than three (3) feet from the side walls lines but no such projection shall be closer than two (2) feet to any lot line; and provided further that this side line restriction shall not prevent the construction of a porch or portecochere, carport, storage rooms and garage to a point not closer than seven (7) feet to the side lot line, other than the side lot line on the street side of a corner lot; and provided further that this side line restriction shall not apply to a garage detached from the main building and located on the rear one-third (1/3) of a lot; except corner lot so as to be closer to the side line on the street side of such lot than ten (10) feet. If such garage should contain sleeping quarters, the same shall not be erected or altered so as to be closer than five (5) feet to any interior side lot line.
- B-7. No solid wall or no fence over 2½ feet high shall be constructed or maintained nearer to the front street line of any said lots than the front walls of the building erected on such lot and in the case of a lot on which no residence has been constructed, no solid wall or no fence over 2½ feet high shall be constructed or maintained closer than twenty (20) feet to the front lot

line of any lot. No side or rear fence and no side or rear wall, other than the wall of the building constructed on any of said lots, shall be more than six (6) feet in height. No hedge more than three (3) feet in height shall be allowed closer than twenty (20) feet to the front lot line of any lot.

- B-8. None of said lots shall be resubdivided into lots having less than 6,000 square feet except for public utilities. This restriction shall not prevent the conveyance or encumbrance of adjoining or contiguous lots or parts of lots in such a manner as to create parcels of land in a common ownership having the same or a greater area than that already stipulated. Hereafter such part or parts of adjoining or contiguous lots in such common ownership shall, for the purposes of these restrictions, be considered as one lot.
- B-9. Easement for installation and maintenance of utilities drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or 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 easement.
- B-10. None of said lots shall be used for residential purposes prior to installation thereon of water flush toilets and all bathrooms, toilets, or sanitary conveniences shall be inside the buildings permitted hereunder.
- B-11. No livestock (horses, cows, sheep, and goats), poultry, rabbits, or swine shall be kept on any of the lots in COLLEGE PARK UNIT V. Dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.
- B-12. No store, office or other place of business of any kind and no hospital, nursery or nursery school, sanitarium, or other place for the care or treatment for the sick or disabled, physically or mentally, nor any theatre, saloon or other place of entertainment shall ever be erected or permitted on any of said lots or any part thereof, and no business of any kind or character shall be conducted in or from any residence on said lots.
- B-13. Nothing in these restrictions shall prevent the use of lots in COLLEGE PARK UNIT V for a construction yard and/or model homes purposes and/or mill purposes for the purpose of building homes in the subdivision

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COLLEGE PARK UNIT V

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(provided however, that such use shall not extend beyond four (4) years from date of recording said plat.)

PART C. GENERAL PROVISIONS

- C-1. Deeds of conveyance of said property, or any part thereof, may contain the above restrictive covenants by reference to this document, but whether or not such reference is made in such deeds or any part thereof, each and all of such restrictive covenants shall be valid and binding upon the respective grantees. Violators of any one or more of such covenants may be restrained by any court of competent jurisdiction and damages awarded against such violators; provided, however, that a violation of these restrictive 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 lot or any part thereof.
- C-2. Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
- C-3. The foregoing restrictions and covenants run with the land and shall be binding on all persons owning any of said lots in COLLEGE PARK UNIT V until January 1, 1992, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless by a vote of a majority of the then owners of the said lots in said COLLEGE PARK UNIT V, it is agreed to change the said covenants in whole or in part.

IN WITNESS WHEREOF, the AMTITILE TRUST COMPANY OF ARIZONA, as Trustee has caused its corporate name to be signed and its corporate seal to be affixed by the undersigned officer therunto duly authorized this 28th day of September, A.D., 1977.

AMTITILE TRUST COMPANY
as Trustee
By: [Signature]
Trust Officer

STATE OF ARIZONA ss.
County of Maricopa

Before me this 28th day of September, 1977, personally appeared W.L. Dumont, Jr. who acknowledged himself to be a Trust Officer of the AMTITILE TRUST COMPANY and that he 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.

[Signature]
Notary Public

My commission will expire: 3/17/78

STATE OF ARIZONA County of Maricopa ss.
I, the undersigned, certify that the within instrument was filed and recorded at request of AMERICAN TITLE INSUR. CO.
SEP 29 10 13 00 AM Book: 8974 Page: 93-96

Record of Maricopa County, Arizona
WITNESS my hand and official seal the day and year first above written. PAUL N. MARSTON
County Recorder
By: [Signature] Deputy 20