

REVOCATION AND CANCELLATION  
OF THE REVOCATION AND CANCELLATION 86 704848  
OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

MOD RSTR (DF) 509

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned, Universal Homes, Inc., an Arizona corporation, is the owner of the following described premises situated in the County of Maricopa, State of Arizona, to-wit:

Lots 63 through 91, inclusive, of La Paz at Desert Springs Unit 20, as it appears in the books and records of the County of Maricopa, Arizona, Book 285 of Maps, Page 30.

and,

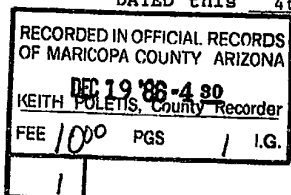
WHEREAS, Universal Homes, Inc., an Arizona corporation, owner of the above described property, did wrongfully record a Revocation and Cancellation of Declaration of Covenants, Conditions and Restrictions, affecting the above property, with the County Recorder of Maricopa County, Arizona, on October 16, 1986, in Instrument 86-567509.

and,

WHEREAS, Universal Homes, Inc., an Arizona corporation, as owner, desires to cancel and revoke said Revocation and Cancellation of Declaration of Covenants, Conditions and Restrictions affecting the above property, as recorded in the office of the County Recorder of Maricopa County, Arizona on October 16, 1986, in Instrument 86-567509.

NOW THEREFORE, the said Universal Homes, Inc., an Arizona corporation, as owner, does hereby cancel and revoke the Revocation and Cancellation of Declaration of Covenants, Conditions and Restrictions recorded October 16, 1986 in Instrument 86-567509 in the office of the County Recorder of Maricopa County, Arizona.

DATED this 4th day of December, 1986.



UNIVERSAL HOMES, INC.  
an Arizona corporation,  
as Owner

By: Robert W. Proehl  
President

STATE OF ARIZONA )  
County of Maricopa ) ss.

On this, the 4th day of December, 1986, before me, the undersigned Notary Public, personally appeared Robert W. Proehl, who acknowledged himself to be the President of Universal Homes, Inc., an Arizona corporation, 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 owner, by himself as President.

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

My Commission Expires:

10-27-87

Teresa A. Chandler Nease Quinn  
Notary Public



WHEN RECORDED, RETURN TO:

Teresa Quinn  
Coventry Homes, Inc.  
3875 N. 44th St., #201  
Phoenix, Arizona 85018

854958 RB

4/5

DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS PROP RSTR (RS)

86 704851

THIS DECLARATION, made on the date hereinafter set forth, by COVENTRY HOMES, INC., an Arizona corporation, and UNIVERSAL HOMES, INC., an Arizona corporation, as hereinafter referred to as "Developers".

WHEREAS, the Developers, being the owners of all of the following described property, situated within the County of Maricopa, State of Arizona, to wit:

Lots 63 through 116, inclusive, of Stratford as it appears in the books and records of the County of Maricopa, Arizona, Book 305 of Maps, Page 24.

and desiring to establish the nature of the use and enjoyment thereof, do hereby declare said property subject to the following express covenants, conditions 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 property and with each and every part and parcel thereof, to wit.

ARTICLE I  
USE AND RESTRICTIONS

Section 1 All lots within the property are hereby restricted as follows:

A. Antennas: No exterior radio or C.B. antenna of any type shall be placed, allowed or maintained upon any lot.

B. On Street Parking: On street parking is restricted to deliveries or short-time guests and invitees.

C. Storage: No exterior storage of any items of any kind shall be permitted unless such exterior storage is in areas attractively screened or concealed from view from neighboring lots and streets. These provisions shall apply by way of illustration and without limitation, to wood piles, camping trailers, boats, mobile homes and unmounted pickup camper units. Also by way of illustration and without limitation, no automobile, truck, or other vehicle, regardless of ownership, age condition or appearance, shall remain on any lot in any manner which could be construed as being stored, neglected, abandoned or otherwise not in frequent use.

D. Garbage: No garbage or trash shall be placed on a lot except in sanitary containers which are adequately screened from view from any neighboring lot. All rubbish, trash and garbage shall be regularly removed from each lot and shall not be allowed to accumulate thereon.

E. Outside Speakers and Amplifiers: No radio, stereo, broadcast or loudspeaker units and no amplifiers of any kind shall be placed upon or outside, or be directed to the outside of any dwelling unit on any lot.

F. Outside Lighting: No outside lighting shall be allowed or maintained on any lot that is offensive to any neighboring lots. All rear yard lighting shall be appropriately screened from neighboring lots.

RECORDED IN OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA		
DEC 19 '88-4 80		
KEITH POLETIS, County Recorder		
FEE 13 <sup>00</sup>	PGS 8	I.G
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G. Animals: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot. Provided, however, that dogs, cats, birds, or fish may be kept thereon as household pets, not to exceed three (3) in number so long as such pet is not, or does not become, a nuisance or threat to other lot owners and so long as such pet is not kept, bred or maintained for commercial purposes.

H. Re-Subdivision: No lot shall be further subdivided and no portion less than all of any such lot, or any easement shall be conveyed by any owner.

I. Diseases and Insects: No owner shall permit any thing or condition to exist upon any lot which shall induce, breed or harbor plant disease or noxious insects.

J. Sidewalk Encroachments: No trees, shrub or plant of any kind on any lot shall be allowed to overhang or otherwise encroach upon any sidewalk or any other pedestrian way from ground level to a height of seven (7) feet.

K. Machinery, Fixtures and Equipment: No machinery, fixtures, or equipment of any type (except heating, air conditioning or refrigeration equipment), shall be placed, allowed or maintained upon the ground on any lot except in areas attractively screened or concealed from view of neighboring lots, and streets. No such machinery, fixtures or equipment shall be placed, allowed or maintained anywhere other than on the ground (such as on the roof) except if screened or concealed in such a manner that the screening or concealment thereof appears to be part of the integrated architectural design of the dwelling unit and does not have the appearance of a separate piece or pieces of machinery, fixtures or equipment.

L. Burning and Incinerators: No open fires or burning shall be permitted on any lot at any time and no incinerators or like equipment shall be placed, allowed, or maintained on any lot. The foregoing shall not be deemed to preclude the use, in customary fashion, of outdoor residential barbeques or grills.

M. Signs: No exterior signs or advertisements of any kind may be placed, allowed or maintained on any lot, except that mailboxes, residential nameplates and 'for sale' and 'for rent' signs may be placed and maintained in conformity with common specifications to be promulgated by the Developers, including without limitation, reasonable restrictions as to size.

N. Repairs: No repairs of any detached machinery, equipment or fixtures, including without limitation, motor vehicles, shall be made upon any portion of any lot within view of neighboring lots and streets.

O. Oil and Mineral Activity: No oil exploration, drilling, development or refining operations and no quarrying or mining operations of any kind, including oil wells, surface tanks, tunnels or mineral excavation or shafts shall be permitted upon or under any lot, and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

P. Misuse and Mismaintenance: No lot shall be maintained or utilized in such a manner as to present an unsightly appearance (including but not limited to clothes

drying within public view), or as to unreasonably offend the moral of or as to constitute a nuisance or unreasonable annoyance to, or as to endanger the health of, other owners or residents of the lots, and no noxious or otherwise offensive condition or activity shall be allowed to exist or be conducted thereon.

Q. Violation of Statutes, Ordinances and Regulations: No lot shall be maintained or utilized in such a manner as to violate any applicable statute, ordinance or regulation of the United States of America, the State of Arizona, the County of Maricopa or any other governmental agency or subdivision having jurisdiction in the premises.

R. Motor Vehicles: Motor vehicles owned or in the custody of any owner or resident may be parked only in the garage or driveway located upon or pertaining to such person's lot. No buses, vans, motor homes, recreational vehicles or trucks having a carrying capacity in excess of 3/4 tons or designed for commercial purposes shall be placed, allowed or maintained upon any lot except in areas attractively screened or concealed from view of neighboring lots and streets.

S. Prosecution of Maintenance and Repairs: All maintenance and repair work shall be prosecuted diligently from commencement until complete and all such construction, maintenance and repair shall be of workmanship and material equal to or better than that originally employed by Developers.

T. Fence Restriction: No wall or fence shall be erected or maintained nearer to the front street line than a line running parallel with the front walls of the dwelling unit erected by Developers on each such lot. No side or rear fence or wall shall be more than six (6) feet in height.

Section 2 Drainage: Each owner agrees, by the acceptance of his deed, not to interfere with or obstruct the established drainage pattern over his lot from or to adjacent lots, except that an owner may modify the established drainage over his lot, for example, by installation of pipes or paving provided such modification is necessary for a permitted use of his lot, and provided further that the modification of drainage does not unreasonably burden or interfere with the use of the other lots or the drainage to or from other lots. For the purpose of this clause, established drainage means the drainage that exists at the time the overall grading of the lots and landscaping thereon were completed by the Developers.

Section 3 Easements: Easement for installation and maintenance of utilities and drainage facilities are reflected 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 if such exist. The easement area of each lot and all improvements on it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

Section 4 Exemption for Purposes of Construction, Development and Sale: The Developers shall, during the period of construction, development and sale of homes on all lots, be exempt from these restrictions to the extent necessary for Developers to construct, develop and sell all lots, including without limitation, the right to construct sales offices, model homes, signs, parking area and outdoor lighting.

Section 5 The aesthetic quality of the subdivision shall be maintained by an Architectural Committee formed as follows and exercising its controls as herein provided:

A. The Architectural Control Committee shall be composed of Robert W. Proehl, Stephen L. Meltzler, and Steve Sylvester, whose official address shall be 3875 North 44th Street, Suite 102, Phoenix, Arizona 85018, until the Developers are no longer title holder of any lots in the subdivision described herein; provided, however, that the Developers shall have the right at any time during such period to remove any member of such committee and by a recorded certificate to appoint a successor to said Committee. At such time as the Developers are no longer title holder of any of such lots, the Developers shall make a reasonable effort to find three (3) of the then lot owners who are willing to be members of the Architectural Control Committee and shall appoint and designate these three (3) lot owners to be members of the Architectural Control Committee, and they shall constitute the Architectural Control Committee as soon as they have accepted the appointment and designation, and the Developers shall cause at that time a statement to be recorded in the records of Maricopa County, Arizona, setting forth the names and official address or addresses of the Architectural Control Committee this appointed; provided, however, that the lot owner shall have the right and power by a written majority vote to appoint and designate new members for the Architectural Control Committee, not to exceed three (3) in number, to replace any or all of the committee members at any time after the Developers is no longer a lot owner, and a statement setting forth the names and official address or addresses of the Architectural Control Committee thus appointed by the vote of the then lot owners shall be recorded in the records of Maricopa County, Arizona. Failure to record statements concerning new appointments to the Architectural Control Committee as provided in this paragraph shall not vitiate or otherwise impair the effectiveness of such appointments.

B. Except as provided for in Section 5A hereof, in the event of the death, disability, or resignation of any member of the Architectural Control Committee, the remaining member or members shall constitute the Architectural Committee and shall exercise all of the rights and powers granted to, and shall have all the duties and liabilities imposed upon, the Architectural Control Committee by this Declaration and shall appoint a new member to replace and to exercise the rights, and powers of and to have all the duties and liabilities of, the deceased, disabled, or resigned member.

C. The Architectural Control Committee shall exercise the rights and powers granted to it, and shall have the duties and liabilities imposed upon it, by this Declaration, but may appoint and designate, by a majority vote, a representative who shall have authority to exercise those rights and powers and who shall have those duties and liabilities, on behalf of the Architectural Control

Committee, until the Architectural Control Committee, by a majority vote, shall revoke his appointment and designation.

D. Neither the members of the Architectural Control Committee nor its representatives shall be entitled to any compensation for services performed pursuant to this Declaration, and the rights, powers, duties and liabilities of the Architectural Control Committee conferred hereunder shall terminate thirty (30) years from the date of this instrument and thereafter the approval prescribed in Section 5A above, shall no longer be required unless prior to the termination date hereof a written instrument shall have been executed by the then owners of a majority of the lots appointing a successor committee which shall thereafter exercise the same rights, and powers, and shall have the same duties and liabilities previously exercised by and imposed upon the Architectural Control Committee.

E. No building, fence, wall or other structure shall be commenced, erected, or maintained upon any lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, color, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee. In the event said Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Section 5 will be deemed to have been fully complied with. This Section 5 shall not apply to the installation, maintenance or alteration of structures and improvements in and upon the Properties by the Developers. Whether or not plans are approved by the Architectural Control Committee, they must meet all zoning laws and building requirements of the City of Phoenix.

ARTICLE II  
PARTY FENCES

The rights and duties of owners with respect to Party Fences shall be as follows:

- (1) The owners of contiguous lots who have a Party Fence shall both equally have the right to use such fence, provided that such use by one owner does not interfere with the use and enjoyment of same by the other owner.
- (2) In the event that any Party Fence is damaged or destroyed through the act of an owner or any of his agents or guests or member of his family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such owner to rebuild and repair the Party Fence without cost to the other adjoining lot owner or owners.
- (3) In the event any such Party Fence is destroyed or damaged (including deterioration from ordinary wear and tear and lapse of time), other than by the act of an adjoining owner, his agents, guests, or family it shall be the obligation of all owners whose lots adjoin such wall or fence to rebuild and repair such wall or fence at their joint and equal expense.

ARTICLE III  
MISCELLANEOUS

Section 1 Enforcement: If any person shall violate or attempt to violate any of the restrictions herein, it shall be lawful for the Developers and/or any person or persons owning any of the 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 restriction and either to prevent him or them from so doing and/or recover damages resulting from such violation. If a person is found guilty of violating any one or more of these restrictions, all costs and attorney fees assessed against him by the court shall be paid by such person. Any violation of these restrictions or any one or more of them shall not affect the lien of any mortgage or the encumbrance created by a Deed of Trust now of record or which hereinafter may be placed of record, upon said lots or any part thereof.

Section 2 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 (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. At any time during the initial thirty (30) year period and during any extensions thereafter, these covenants may be amended by the recording of an instrument signed by not less than a majority of the then lot owners agreeing to change said covenants in whole or in part.

Section 3 Severability: Any determination by a court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

Section 4 Change of Circumstances: Except as otherwise expressly provided in this Declaration of Restrictions, no change of conditions or circumstances shall operate to extinguish, terminate or modify any of the provisions hereof.

Section 5 Reference to the Restrictions in Deeds: Deeds to any lot may contain the restrictions herein set forth by reference to this Declaration of Restrictions, but regardless of whether any such reference is made in any Deed, each and all of the restrictions shall be binding upon the grantee-owner and his heirs, executors, administrators, successors and assigns.

Section 6 Successors and Assigns of Developers: Any reference in this Declaration of Restrictions to Developers shall include any assignee to whom any specific rights of the Developers hereunder are assigned.

Section 7 Gender and Number: Wherever the context of this Declaration of Restrictions so requires, words used in the masculine gender shall include the feminine and neuter genders; words used in the neuter gender shall include the masculine and feminine genders; words in the singular shall include the plural, and words in the plural shall include the singular.

Section 8 Captions and Titles: All captions, titles and headings of the Article and Sections in this Declaration of Restrictions are for the purposes of reference and

convenience only, and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof, or to be used in determining the intent or context thereof.

Section 9 The Declaration: By acceptance of a deed or by acquiring any ownership interest in any of the real property included within this Declaration, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules, and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the real property covered thereby and hereby evidences his interest that all the restrictions, conditions, covenants, rules and regulations contained herein shall run with the land and be binding on all subsequent and future owners, grantees, purchasers, assignees, and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future owners.

IN WITNESS WHEREOF, COVENTRY HOMES, INC. an Arizona corporation, and UNIVERSAL HOMES, INC., an Arizona corporation, as Developers, have caused their corporate names to be signed and their corporate seals to be affixed by the undersigned officers thereunto duly authorized this 19th day of December, 1986.

COVENTRY HOMES, INC.

UNIVERSAL HOMES, INC.

By James V. Beemiller  
James V. Beemiller  
President

By Robert W. Proehl  
Robert W. Proehl  
President

STATE OF ARIZONA     )  
                                  ) ss:  
COUNTY OF MARICOPA )

On this 19th day of December, 1986, before me, the undersigned Notary Public, personally appeared James V. Beemiller, who acknowledged himself to be the President of COVENTRY HOMES, INC. an Arizona corporation, and that he as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

WITNESS my hand and official seal.

Teresa A. Chandler nee: Quinn  
Notary Public

My Commission Expires:  
10-27-87





STATE OF ARIZONA )  
 ) ss:  
COUNTY OF MARICOPA )

86 704851

On this 19th day of December, 1986, before me, the undersigned Notary Public, personally appeared Robert W. Proehl, who acknowledged himself to be the President of UNIVERSAL HOMES, INC. an Arizona corporation, and that he as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

WITNESS my hand and official seal.

My Commission Expires:

10-27-87

*Teresa A. Chandler* Notary Public  
Notary Public

