

18265
39-0-0M 1

18265

39-0-0M 1

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That LAWRENCE TITLE OF PHOENIX, an Arizona corporation, as Trustee, being the owner of the following described property situated within the County of Maricopa, State of Arizona, to-wit:

Lots Two Thousand Three Hundred Eighty-seven (2387) to Two Thousand Five Hundred Thirty-one (2531), inclusive, SCOTTSDALE ESTATES SIXTEEN, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 92 of Maps, page 48,

and desiring to establish the nature of the use and enjoyment thereof, does hereby declare said premises subject to the following express conditions and stipulations as to the use and enjoyment thereof, to-wit:

1. All lots in SCOTTSDALE ESTATES SIXTEEN are to be known and described as single family residential lots.
2. No building except one single family residence and a private garage for not more than two cars shall be erected, maintained, placed, or permitted, on any residential lot or portion of a residential lot in SCOTTSDALE ESTATES SIXTEEN.
3. No garage or any other building whatsoever shall be erected on any residential building lot until a dwelling house 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 permitted on any such premises. No garage or other outbuilding shall be used for residential purposes.
4. No dwelling house having a ground floor area of less than 900 square feet exclusive of open porches, pergolas or attached garage, if any, shall be erected, permitted or maintained on any of the residential lots in SCOTTSDALE ESTATES SIXTEEN.
5. No building shall be erected on any residential lot in SCOTTSDALE ESTATES SIXTEEN, the front walls of which are closer than twenty (20) feet to the front property line, nor shall the side walls of any such building be nearer than five (5) feet to the side property line; provided, however, that this restriction shall not prevent the erection of a carport attached to the main building permitted hereunder, the overhang of which carport approaches no nearer than one (1) foot to the side property line; and, PROVIDED, FURTHER, that this restriction shall not apply to any garage erected on the rear one-third of any of said lots.
6. No solid wall or fence over three (3) feet in height shall be maintained or erected nearer to the front street line of any of the residential lots in SCOTTSDALE ESTATES SIXTEEN than the front walls of the building erected on such lot; and in case of a lot on which no residence has been erected, no solid wall or fence over three (3) feet high shall be constructed or maintained closer than thirty (30) feet to the front line of such 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 permitted closer than twenty (20) feet to the front property line of any of said lots in said subdivision.
7. None of said lots, nor any portion thereof, shall ever be used for commercial animal husbandry, nor shall any live-stock be kept or maintained on any part of said property.
8. The owners of Lots 2388, 2389, 2391, 2403, 2419, 2437, 2454, 2482, 2497, 2506, 2496, 2499, and 2500 are adjacent to an easement for the operation and maintenance of a water line across SCOTTSDALE ESTATES SIXTEEN, which easement was recorded October 1, 1979 in Docket 443, at pages 288-292, records of Maricopa County, Arizona. The conveyance of each lot is upon the express condition that the owner of each such lot, his heirs, executors, administrators, successors and assigns, shall not plant or maintain any trees or vegetation, other than grass or small shrubs, or place or maintain upon

said easement any structures, buildings or improvements such as pools, barbecues, or masonry structures requiring foundations which would impose substantial weight over the property subject to said easement; provided, however, that such owners may erect and maintain fences along the exterior lot lines of their respective lots, so long as such fences require no foundations and are readily movable so as not to impede prompt access along the easement to employees of the City when necessary.

Deeds of conveyance for said property, or any portion thereof, may contain the above covenants, conditions, stipulations and restrictions by referring to this document, but whether or not such reference is made in such deeds, each and all of these covenants, conditions, stipulations and restrictions shall be binding on the respective grantees.

The foregoing restrictions and covenants run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1991, at which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years each, unless by a vote of a majority of the then owners of the lots in said SCOTTSDALE ESTATES SIXTEEN it is agreed to change the said covenants 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, it shall be lawful for any person or persons owning any real property situated in SCOTTSDALE ESTATES SIXTEEN to prosecute proceedings at law or in equity against all persons violating or attempting to or threatening to violate any such covenants, restrictions, conditions, or stipulations, and either to prevent him or them from so doing or to recover damages or other dues from such violations; 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 may hereafter be placed of record upon said lots, or any part thereof.

Invalidation of any one or more of these covenants, conditions, restrictions and stipulations shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF the LAWYERS TITLE OF PHOENIX, as Trustee, has hereto caused its corporate name to be signed, its corporate seal affixed, and the same to be attested by the signatures of its duly authorized officers, this 30th day of January, 1961.

LAWYERS TITLE OF PHOENIX

By *Trafford Charlton*
Trafford Charlton, Trust Officer

Attest: *Marle E. Hopperton*
Marle E. Hopperton, Assistant Secretary

STATE OF ARIZONA }
COUNTY OF MARICOPA } ss

On this, the 30th day of January, 1961, before me, the undersigned officer, personally appeared TRAFFORD CHARLTON and MARLE E. HOPPERTON, who acknowledged themselves to be the Trust Officer and Assistant Secretary, respectively, of LAWYERS TITLE OF PHOENIX, an Arizona corporation, and that they as such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation, as Trustee, by themselves as such officers, respectively.

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

Notary Public
Notary Public

My commission expires 2.23.64

DKT 3571 sec 351

30105 23 376

301056 T/C

AMENDED DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That LAWYERS TITLE OF PHOENIX, an Arizona corporation, as Trustee, being the owner of the following described property

Lots 2307 to 2311, inclusive, SCOTTSDALE ESTATES SIXTEEN, according to the plat thereof of record in the office of the County Recorder of Maricopa County, Arizona, in Book 92 of Maps, at page 43 thereof,

and desiring to establish the nature of the use and enjoyment thereof, does hereby declare said premises subject to the following express conditions and stipulations as to the use and enjoyment thereof, to-wit:

1. All lots in SCOTTSDALE ESTATES SIXTEEN, except Lots 2313, 2314 and 2315 are to be known and described as single family, residential lots.
2. No building, except one single family residence and a private garage for not more than two cars, shall be erected, maintained, placed or permitted on any residential lot or portion of a residential lot in SCOTTSDALE ESTATES SIXTEEN.
3. No garage or any other building whatsoever shall be erected on any residential building lot until a dwelling house 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 permitted on any such premises. No garage or other outbuilding shall be used for residential purposes.
4. No dwelling house having a ground floor area of less than 900 square feet, exclusive of open porches, pergolas or attached garage, if any, shall be erected, permitted or maintained on any of the residential lots in SCOTTSDALE ESTATES SIXTEEN.
5. No Building shall be erected on any residential lot in SCOTTSDALE ESTATES SIXTEEN, the front walls of which are closer than twenty (20) feet to the front property line, nor shall the side walls of any such building be nearer than five (5) feet to the side property line; provided, however, that this restriction shall not prevent the erection of a carport attached to the main building permitted hereunder, the overhang of which carport approaches no nearer than one (1) foot to the side property line; and, PROVIDED, FURTHER; that this restriction shall not apply to any garage erected on the rear one-third of any of said lots.
6. No solid wall or fence over three (3) feet in height shall be maintained or erected nearer to the front street

line of any of the residential lots in SCOTTSDALE ESTATES SIXTEEN than the front walls of the building erected on such lot; and in case of a lot on which no residence has been erected, no solid wall or fence over three (3) feet high shall be constructed or maintained closer than thirty (30) feet to the front line of such 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 permitted closer than twenty (20) feet to the front property line of any of said lots in said subdivision.

7. None of said lots, nor any portion thereof, shall ever be used for commercial animal husbandry, nor shall any livestock be kept or maintained on any part of said property.

8. The owners of Lots 2300, 2309, 2351, 2403, 2410, 2430, 2454, 2452, 2497, 2500, 2490, 2499 and 2500 are adjacent to an easement for the operation and maintenance of a water line across SCOTTSDALE ESTATES SIXTEEN, which easement was recorded October 1, 1949 in Docket 443, at pages 266-292, records of Maricopa County, Arizona. The conveyance of each lot is upon the express condition that the owner of each such lot, his heirs, executors, administrators, successors, and assigns shall not plant or maintain any trees or vegetation, other than grass or small shrubs, or place or maintain upon said easement any structures, buildings or improvements such as pools, barbecues or masonry structures requiring foundations which would impose substantial weight over the property, subject to said easement; provided, however, that such owners may erect and maintain fences along the exterior lot lines of their respective lots, so long as such fences require no foundations and are readily movable so as not to impede prompt access along the easement to employees of the City, when necessary.

9. The foregoing restrictions shall not apply to lots 2513, 2514 and 2515.

Deeds of conveyance for said property, or any portion thereof, may contain the above covenants, conditions, stipulations and restrictions by referring to this document, but whether or not such reference is made in such deeds, each and all of these covenants, conditions, stipulations and restrictions shall be binding on the respective grantees.

The foregoing restrictions and covenants run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1991, at which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years each, unless by a vote of a majority of the then owners of the lots in said SCOTTSDALE ESTATES SIXTEEN it is agreed to change the said covenants 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, it shall be lawful for any person or persons owning

3005 377

any real property situated in SCOTTSDALE ESTATES SIXTEEN to prosecute proceedings at law or in equity against all persons violating or attempting to or threatening to violate any such restrictions, covenants, conditions or stipulations, and either to prevent him or them from so doing, or to recover damages or other dues from such violations; 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 may hereafter be placed of record upon said lots, or any part thereof.

Invalidation of any one or more of these covenants, conditions, restrictions and stipulations shall in nowise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, LAWYERS TITLE OF PHOENIX, an Arizona corporation, 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 its duly authorized officers this 28th day of February 1961.

LAWYERS TITLE OF PHOENIX, Trustee

By Charlton / Charlton, Trust Officer

ATTEST:

Marble E. Hopperton
Assistant Secretary

STATE OF ARIZONA }
County of Maricopa } SH.

On this 28th day of February, 1961, before me, the undersigned officers, personally appeared Charlton and Marble E. Hopperton who acknowledged themselves to be the Trust Officer and Assistant Secretary, respectively, of LAWYERS TITLE OF PHOENIX, an Arizona corporation, and that they, as such officers being authorized so to do executed the within instrument for the purposes therein contained, by signing the name of said corporation as Trustee, by themselves as such officers.

WITNESS my hand and official seal.

Rebecca L. Crank
Notary Public

My commission expires:

2-25-64

35826
39 FROM 1
2 28-61
3

LAWYERS TITLE OF PHOENIX
MAR 1 1961 8 00 AM
376-372-374
3005
BY Ed Clark 325