

133436 02-R MISC.

8233 4385

When recorded mail to:
TRANSAMERICA TITLE INSURANCE COMPANY
P. O. Box 13028, Phoenix, Arizona 85002
ATT: H. Simmons, Tr. 3226

DECLARATION OF RESTRICTIONS

VISTA GRANDE UNIT TWO

KNOW ALL MEN BY THESE PRESENTS:

That TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA, an Arizona corporation, as Trustee, being the owner of all of the following described premises situated within the county of Maricopa, State of Arizona, to-wit:

Lots One hundred thirty-six (136) to Two hundred eighty-seven (287), VISTA GRANDE UNIT TWO, according to the plat of record in the office of the Maricopa County Recorder, in book 130 of maps, page 47.

does hereby declare said premises subject to the following covenants, stipulations 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 premises and with each and every parcel thereof, to-wit:

1. LAND USE AND BUILDING TYPE - No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private carport or private garage for not more than two cars.

A. Tract A of the plat VISTA GRANDE UNIT TWO is not subject to these Restrictions.

2. CONSTRUCTION - All structures on said lots shall be of new construction, and no building shall be moved from any other location on to any of said lots. All building plans shall be approved by any two of a committee of three persons to be appointed by the Staggs Enterprises, Inc., until such time as 90% of said lots have been sold, after such time a committee of three shall be elected by the residents of said subdivision, VISTA GRANDE UNIT TWO.

A. Original developer may place or build anywhere within subdivision a temporary sales office and/or construction yard during the development of the subdivision.

3. DWELLING COST, QUALITY AND SIZE - No dwelling shall be permitted on any lot at a cost of less than \$9,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of that quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages or carports, shall be not less than 800 square feet for a one-story dwelling, nor less than 1000 square feet for a dwelling of more than one story.

4. BUILDING LOCATION

A. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back requirements of the City of Phoenix Ordinance applicable to the Subdivision, June 1970. In any event, no building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 10 feet to any side street line, or within 7 feet of the side lot line of any interior lots, unless an open carport with a storage room of less than 8 feet maybe 3 feet from a side property line.

DECLARATION OF RESTRICTIONS

Page 2

VISTA GRANDE UNIT TWO

b. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5. EASEMENTS - Easements for installation and maintenance of utilities and drainage facilities are reserved as shown 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 or alter the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through the drainage channels in the easements. The easement area of each lot and all improvements in 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.

6. NUISANCES - No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. TEMPORARY STRUCTURES - No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence either temporarily or permanently.

8. SIGNS - No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

9. OIL AND MINING OPERATIONS - No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any lot.

10. LIVESTOCK AND POULTRY - No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

11. GARBAGE AND REFUSE DISPOSAL - No lot shall be used or maintained as a dumping ground for rubbish.

12. WATER SUPPLY - No individual water supply system shall be permitted on any lot.

13. SEWAGE DISPOSAL - No individual sewage disposal system shall be permitted on any lot.

14. MEMBERSHIP - The ARCHITECTURAL CONTROL COMMITTEE is composed of Ralph E. Staggs, Michael Kaster and James E. Robinson. The committee's approval or disapproval as required in these covenants shall be in writing.

The foregoing restrictions and covenants run with the land and shall be binding on all parties and all persons claiming under them until July 20, 2000 at which time said covenants and restrictions shall automatically be extended for successive periods of ten years each, provided, however, that said covenants and restrictions may at any time be changed in whole or in part or revoked in their entirety by a vote of the owners of a majority of the lots.

8233-387

Page 3

DECLARATION OF RESTRICTIONS

VISTA GRANDE UNIT TWO

ENFORCEMENT - Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain or to recover damages; 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 upon said lots or any part thereof.

SEVERABILITY - Invalidation of any one of these covenants by judgement or court shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA, as Trustee has caused its corporate name to be signed and its corporate seal to be affixed by the undersigned officer thereunto duly authorized this day of ,A.D., 19

TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA, as Trustee

BY: Hazel Simmons
Trust Officer

STATE OF ARIZONA
ss.
County of Maricopa

Before me this 22nd day of July, 1970, personally appeared Hazel Simmons who acknowledged himself to be a Trust Officer of the TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA 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.



Mary H. Ernst
Notary Public

My commission will expire: May 14, 1972

STATE OF ARIZONA
COUNTY OF MARICOPA } ss

I hereby certify that the within instrument was filed and recorded at request of
Transamerica Title Ins. Co.

JUL 23 1970 8 00 AM
in Docket 8233
on page 385-387

Witness my hand and official seal the day and year aforesaid.

Paul N. Marston
County Recorder
By: [Signature]
County Recorder

200