

THUNDERBIRD HEIGHTS UNIT TWO

A SUBDIVISION OF A PART OF THE NW 1/4 NE 1/4 OF SECTION 15,
T.3N. R.2E., G.4S. R.B. & M., MARICOPA COUNTY, ARIZONA.
Survey No. 69-5-31

By: Brown Engineering Co., Inc.

83371
STATE OF ARIZONA
COUNTY OF MARICOPA
I, Stanley Mathisen, Surveyor, do hereby certify that the above is a true and correct copy of the original as filed in my office on April 1, 1971.
Stanley Mathisen
Surveyor

137-42

DEDICATION

Know All Men By These Presents, That the Arizona Title Insurance & Trust Company, an Arizona Corporation, as Trustee, has subdivided under the name of Thunderbird Heights Unit Two that part of the NW 1/4 NE 1/4 of Section 15, T.3N. R.2E., G.4S. R.B. & M., Maricopa County, Arizona, shown hereon and hereby publishes this plat as and for the plat of said Thunderbird Heights Unit Two and hereby declares that said plat sets forth the location and gives the dimensions of the lots, streets and easements constituting same and that each lot and street shall be known by the number or name given to each respectively on said plat and the Arizona Title Insurance & Trust Company, as Trustee, hereby dedicates to the public for use as such the streets as shown on said plat and included in the above described premises easements are reserved for the purpose shown.

IN WITNESS WHEREOF the Arizona Title Insurance & Trust Company, 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 Earl Rogers, its Vice President and Stanley Mathisen, its Assistant Secretary, hereunto duly authorized.

Done at Phoenix, Arizona, this 27th day of March, 1971.

Arizona Title Insurance & Trust Company, Trustee.

Earl Rogers
Vice President

Stanley Mathisen
Assistant Secretary

ACKNOWLEDGEMENT

State of Arizona
County of Maricopa

On this 27th day of March, 1971, before me, the undersigned officer, personally appeared Earl Rogers and Stanley Mathisen, who acknowledged themselves to be the Vice President and Assistant Secretary respectively of the Arizona Title Insurance & Trust Company, a corporation, and that they as such officers respectively being authorized so to do executed the foregoing instrument for the purpose herein contained by signing the name of the corporation, as Trustee, by themselves as such officers respectively.

In Witness Whereof I hereunto set my hand and official seal.

My Commission Expires: My Commission Expires May 28, 1971

William C. Taylor
Notary Public

APPROVAL

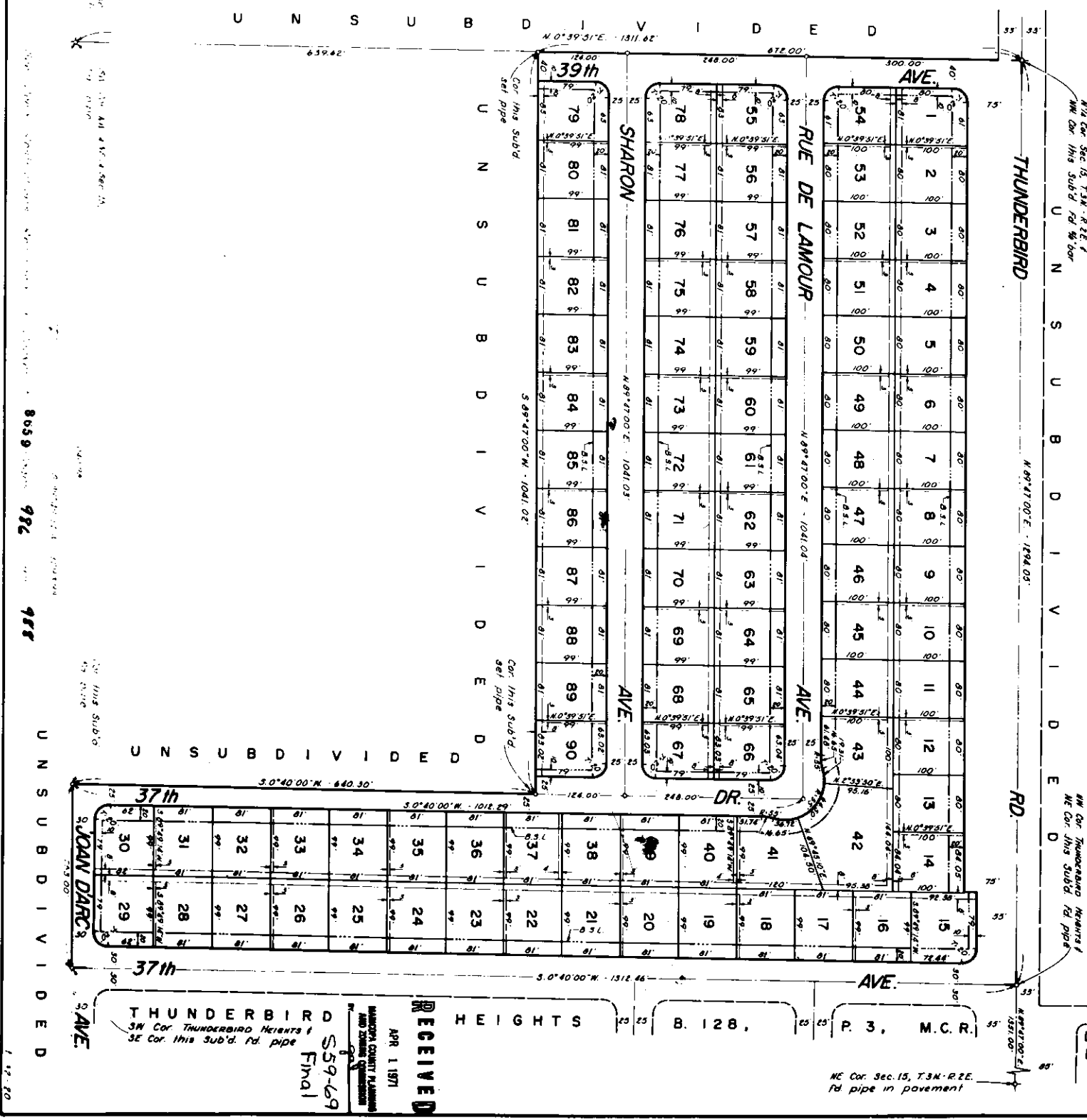
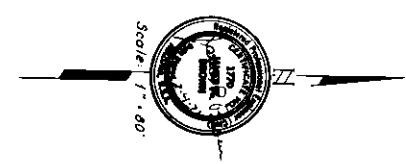
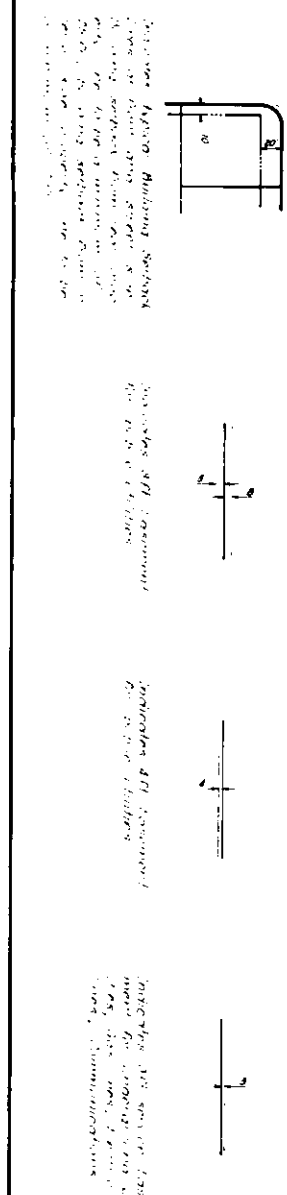
Approved by the Board of Supervisors of Maricopa County, Arizona, on this 27th day of April, 1971.

Attest: John Schaefer
Clerk

CERTIFICATE OF SURVEY

This is to certify that the survey and subdivision of the premises as described and platted hereon was made under my direction during the month of May, 1969.

James R. Brown
REGISTERED CIVIL ENGINEER



RECEIVED
APR 1 1971
MARICOPA COUNTY PLANNING AND ZONING DEPARTMENT
559-69
Final

DEERVIEW-UNIT-SEVEN
B. 130, P. 15, M.C.R.

MC Cor. Sec. 15, T.3N. R.2E.
1d pipe in pavement

8059 982 988

When recorded, return to:
ARIZONA TITLE INSURANCE & TRUST CO.
111 WEST MONROE, PHOENIX
ATTENTION: Mr. Mathisen

83572

02-R MISC.

- DECLARATION OF RESTRICTIONS -

DKT 8659 PAGE 986

KNOW ALL MEN BY THESE PRESENTS:

That the Arizona Title Insurance and Trust Company, an Arizona corporation, as Trustee, being the owner of the following described property situate within the County of Maricopa, State of Arizona, to-wit:

Lots One (1) through Ninety (90), inclusive, THUNDERBIRD HEIGHTS UNIT TWO, per map recorded in Book 137 of Maps, page 44, in the office of the County Recorder of said County;

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, all of which are to be construed as restrictive covenants running with the title to said premises and with each and every part and parcel thereof, to-wit:

1. All of said lots in said THUNDERBIRD HEIGHTS UNIT TWO shall be known and described as single family residential lots.
2. No garage or any other building whatsoever shall be erected on any of said lots 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 contained, and that prior to the erection, or after the erection of the main building herein permitted on any such premises, no garage or other outbuilding shall be used for residential purposes.
3. No single family residential building shall be erected, permitted, or maintained on any lot in said THUNDERBIRD HEIGHTS UNIT TWO that shall have a floor area of less than 1,000 square feet, exclusive of open porches, pergolas or attached garage.
4. No building, or the covered porches or pergolas thereof, shall be erected, permitted or placed any point on property nearer than twenty (20) feet to the front line of said lot.
5. No building or enclosed porches thereof shall be erected, placed or permitted at any point on said property nearer than ten (10) feet to any side street line, nor nearer than five (5) feet to the side line of any adjacent lot, provided that this side line restriction shall not prevent an open carport from being constructed to a point not nearer than three (3) feet to the side line of any adjacent lot, but provided that if such carport contains an enclosed storage room, the walls of any such storage room shall not be closer than five (5) feet to the side lot line of any lot, provided further that such side line restriction pertaining to an adjacent lot shall not apply to any detached garage separated by more than fifteen (15) feet from the residential building and located on the rear one-quarter of the lot.

6. No solid wall or no fence over 2½ feet high shall be constructed or maintained nearer to the front street line of any of 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, not 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 lot line of any lot.

7. No buildings shall be moved from any other locations onto any of said lots other than for use during the progress of construction continuously prosecuted.

8. On none of said residential building lots shall a hospital, sanitarium, hotel, lodging house, apartment house or other building of any kind or nature whatsoever used or occupied for the care, lodging or entertainment of persons suffering from disease or for any purpose that will depreciate the value of the property for dwelling purposes, be maintained, kept or permitted on such premises, or any part thereof. No livestock shall be kept or stabled on such premises.

9. It being expressly understood and agreed that the said THUNDERBIRD HEIGHTS UNIT TWO has been platted and laid out as a choice and attractive residential district, and that these covenants and restrictions are made for the benefit of the lots herein described and are to run with the land and shall inure to the benefit of and be binding on all of said lots until January 1, 1993, at which time such covenants shall be automatically extended for successive periods of ten years each unless by a majority vote of the then individual property owners it is agreed to change the said covenants in whole or in part.

If any person shall violate or attempt to violate any of the covenants or restrictions herein it shall be lawful for any person or persons owning any other 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 covenants or restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violations, provided, however, that a violation of these 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 lots or any part thereof. Should any of the restrictions herein contained be held invalid or void, the rest of the restrictions shall in no way be affected thereby.

IN WITNESS WHEREOF, ARIZONA TITLE INSURANCE AND TRUST COMPANY, an Arizona corporation, as Trustee, has herunto caused its corporate name to be signed and its corporate seal to be affixed and the same to be attested by its duly authorized officers, this 19th day of April, 1971.

ARIZONA TITLE INSURANCE AND TRUST COMPANY,
as Trustee,

By: Stanley Robinson
Assistant Vice President

Declaration of Restrictions
(Continued.....)

Doc 8659 DATE 080
PAUL 0000

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this, the 19th day of April, 1971, before me, the undersigned Notary Public, personally appeared STANLEY MATHISEN, who acknowledged himself to be the Assistant Vice President of ARIZONA TITLE INSURANCE AND TRUST COMPANY, a 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 Trustee, by himself as such officer. IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My commission expires:
July 30, 1971

Barbara Clayton
Notary Public



STATE OF ARIZONA) ss
County of Maricopa)
I hereby certify that the within instrument was filed and recorded at request of
Beacon Emp. Co. Inc
APR 27 1971 - 10 25
in Parcel 8659
on 976 - 988
Witness my hand and official seal the day and year aforesaid.
Paul M. Mumba
County Recorder
By *ES*