

144
7119-191

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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 parcels situate within the County of Maricopa, State of Arizona:

Lots 416 to 450 inclusive and Lots 469 to 480 inclusive of Subdivisions No. 2, a subdivision of Maricopa County, Arizona, according to the plat of record thereof in the Office of the County Recorder for Maricopa County, Arizona, in Book 86 of Maps, Page 37 thereof, and all streets and roadways adjoining said lots, which said streets and lots are also legally described as follows:

Beginning at a point on the South line of the NW $\frac{1}{4}$ of Section 15, Township 3 North, Range 4 East Gila & Salt River Base and Meridian, lying 667.42 feet East of the Southeast corner thereof, thence North 40 $\frac{1}{2}$ feet thence East parallel to the South line of the NW $\frac{1}{4}$ 2002.26 feet more or less to a point on the East line of said NW $\frac{1}{4}$; thence South along the East line of the NW $\frac{1}{4}$ 404 feet more or less to the Southeast corner thereof; thence West along the South line along the SE $\frac{1}{4}$ 2002.26 feet more or less to a point of beginning;

And desiring to establish the nature of the use and enjoyment of said parcel and lots, hereby declares that the following covenants, restrictions and reservations shall attach to said real property, and every lot thereof, and shall constitute covenants running with the land

1. No original building construction, including all walls, fences, or other structures erected in connection therewith, shall be commenced, directed or maintained on any lot until the plans and specifications for the same, in all construction details, including shape, heights, materials, floor plans, location and approximate cost, shall have been submitted to and approved by the developer, Mr. Richard L. Raskin, his successor or nominee. Mr. Richard L. Raskin, his successor or nominee, shall have the right to deny approval of any plans or specifications which are not, in his opinion, suitable or desirable for aesthetic or any other reason, and he shall have the right to take into consideration the kind and material of which the same is to be built upon the site where the same is proposed to be erected or constructed, suitability of the same with the surrounding area and the effect of such construction upon adjacent and neighboring properties.

2. All private roadway, whether located upon the above-described property will be owned by Transamerica Title Insurance Company of Arizona, or trustee, of the Southwest Potlatch Improvement Association, which is as described in Paragraph 4 herein. Such roadway, whether located upon the property, may at any time dedicated to the public use of the property, municipal authorities with the approval of the association.

of any owners of lots in the above-described property.

3. It is contemplated that a parcel of property approximately 20 acres in size located on the northwest corner of Scottsdale Road and Thunderbird Road, Maricopa County, Arizona, might become the subject of commercial development, and said lot owners and all persons purchasing lots in the above-described subdivision do so with notice of said proposed commercial development.

4. The Sweetwater Estates Improvement Association, a non-profit corporation, organized under and by virtue of the laws of the State of Arizona governing non-profit corporations, shall accept ownership of and provide such necessary and appropriate action for the proper maintenance and upkeep of all privately owned streets and roadways shown in the plat of record of the above-described property. Ownership of a lot in the property described above gives said owner a membership in the Improvement Association. Until such time as 60% of all of the lots in the above-described property have been conveyed by Transamerica Title Insurance Company of Arizona as trustee to the purchasers thereof, all right, discretion, power and authority herein granted to said lot owners through the Sweetwater Estates Improvement Association shall, at the option of Richard L. Raskin, remain in Richard L. Raskin either personally or through said association, as president and director thereof. Upon sale of 60% of said lots, unless earlier required by Richard L. Raskin, such right, discretion, power and authority shall be assumed by the lot owners who are members of Sweetwater Estates Improvement Association, through their duly elected officers and directors.

5. Sweetwater Estates Improvement Association shall do all things necessary in order to manage, maintain and pay all taxes upon private streets and roadways located in the above-described property and do all other necessary things as set forth in the Articles of Incorporation of Sweetwater Estates Improvement Association.

6. The record owner of each lot in the above-described property shall pay to Sweetwater Estates Improvement Association within ten days after receipt of notice and invoice a sum equal to the total of the following: The pro-rata share of the actual cost to Sweetwater Estates Improvement Association of all maintenance and improvement and payment of taxes as required by Paragraph 5 hereof.

7. Notices and invoice for payment of any and all assessments may be submitted monthly or at any other regular interval that may be fixed by the Board of Directors. In the event that such invoice is not paid within thirty days from date of notice and mailing of same, the amount of such invoice shall be and become a lien upon such lot or lots against which said assessment is due. Such lien may be enforced or foreclosed as provided in the Articles of Incorporation of Sweetwater Estates Improvement Association. Such lien shall be foreclosed in the manner provided by statute for the foreclosure of materialmen's liens.

8. In the event that any remaining portions of that subdivision described as Raskin Estates No. 2 is later developed in conjunction with the development of the property described herein and at such time as the private roadways and streets located upon such remaining portions are conveyed to Sweetwater

Estates Improvement Association, the owners of the lots in such remaining portion or portions shall become members of Sweetwater Estates Improvement Association and said lot owners shall bear their pro-rata share of the costs of said association from the date of purchase. At such time Sweetwater Estates Improvement Association shall have all of the rights and powers and provide all of the duties imposed upon it in Paragraphs 5, 6 and 7 above in regard to such private roadways and streets.

9. The restrictive covenants, conditions, limitations and agreements herein contained shall run with the land and shall be binding upon all persons purchasing, leasing, subleasing or occupying any lot or lots entitled to membership in Sweetwater Estates Improvement Association after the date upon which this instrument has been duly recorded. The covenants, restrictions, conditions and reservations herein contained may be enforced by the Board of Directors of the Sweetwater Estates Improvement Association, by the owner of any lot in said subdivision, by Richard L. Raskin, or any one or more of said individuals and/or corporation; provided, however, that the violation or breach of any covenant, restriction, reservation and/or condition, or any right of re-entry by reason thereof, shall not defeat nor render invalid the lien of any mortgage or deed of trust made in good faith and for value upon said lot or lots, and except as herein after provided, each and all of said covenants, restrictions, reservations and conditions shall be binding upon and effective against any owner of said premises whose title thereto is acquired by foreclosure, trustee's sale, or otherwise; and provided also that the breach of any of said covenants, restrictions, reservations and conditions may be enjoined, abated or remedied by appropriate legal proceedings, notwithstanding the existence of any lien, deed or trust or mortgage instrument. Any and all instruments of conveyance of any interest in all or part of the lots in the above-described property shall contain reference to this instrument and shall be subject to the covenants, restrictions, reservations and conditions herein set forth as fully as though said terms and conditions of this instrument were therein set forth in full; provided, however, that the restrictive covenants, terms and conditions of this instrument shall be binding upon all persons affected by the same, whether expressed reference is made to this instrument or not.

10. Each and every lien or charge upon the lots in the above-described property provided for in said Paragraphs 5, 6 and 7 shall be subject and subordinate to and shall not affect the rights of the holder or holders of first realty mortgages upon such lot or lots made in good faith and for value.

11. Until such time as 60% of all of the lots described above have been conveyed by the trustee as provided in Paragraph 4 above, these presents may be amended only by or at the direction of Richard L. Raskin, or his nominee. Thereafter these presents may be amended at any time by the written consent of a majority of the then lot owners. Any amendments shall be binding upon all lot owners, their successors and assigns.

12. The invalidity of any one of the agreements, covenants, restrictions, reservations or conditions herein contained by judgment, decree or court order shall in no wise affect the validity of the remaining provisions of this instrument and the same shall remain in full force and effect.

NOT 7119 - 497

BEFORE this 27th day of July, 1968.

TRANSAMERICA TITLE INSURANCE COMPANY
OF ARIZONA, Trustee

By [Signature]
Trust Officer

~~NOTARY~~:

~~Secretary~~

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this, the 27th day of July, 1968,
before me, the undersigned officer, personally appeared
[Signature]
who acknowledged ~~himself~~ to be the [Signature]
~~and~~ of TRANSAMERICA TITLE INSURANCE
COMPANY OF ARIZONA, a corporation, and that she, as such officer,
being a duly elected officer, presented the foregoing Declaration
of Covenants, Conditions and Restrictions for the purposes
therein contained, by signing the name of the corporation by
~~himself~~ as such officer.

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

[Signature]
Notary Public

My Commission Expires:

2-15-69

D6-MISC.
91418

STATE OF ARIZONA
County of Maricopa

I hereby certify that the within
instrument was filed and re-
corded at request of

Transamerica Title Ins. Co.
JUN 3 1968 - 8:00 AM

7119
6119
4947497
See
to be filed
Recorder
[Signature]
10
2

7119-4191

7161-278

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA, an Arizona corporation, as trustee, being the owner of the following described premises situate within the County of Maricopa, State of Arizona:

06 MISC.

1019474

Transamerica Title Ins. Co.

Transamerica Title Ins. Co.

JUL 2 1968-8-40AM

278-281

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463
Lots 415 to 450 inclusive and Lots 451 to 480 inclusive of Riskin Estates No. 2, a subdivision of Maricopa County, Arizona, as shown on the plat of record therefor in the County Recorder for Maricopa County, Arizona, in Book 86 of Maps, Page 37 thereof, and all streets and roadways adjoining said lots, which said streets and lots are also legally described as follows:

Beginning at a point on the South line of the NW 1/4 of Section 15, Township 3 North, Range 4 East, Gila & Salt River Base and Meridian, lying 667.62 feet East of the Southwest corner thereof, thence North 404 feet; thence East parallel to the South line of the NW 1/4 2002.50 feet more or less to a point on the East line of said NW 1/4; thence South along the East line of the NW 1/4 463 feet less to the South line of the NW 1/4; thence East along the South line of the NW 1/4 2002.50 feet more or less to a point on the East line of said NW 1/4.

And demanding to the full enjoyment of the said premises, the following covenants, restrictions and obligations shall run to said real property, and every lot thereof, and shall run with the same:

1. No original building construction, including walls, fences, or other structures erected in connection with, shall be commenced, directed or maintained without the plans and specifications for the same, in all details, including shape, height, location, and approximate cost, shall have been approved by the developer, Mr. Richard L. Riskin, or his successor. Mr. Richard L. Riskin, or his successor, shall have the right to require the developer to alter the plans and specifications, in whole or in part, at any time before the same are approved by the developer, and to require the developer to pay the cost of such alterations.

THESE RESTRICTIONS ARE MADE A PART OF THE DEED OF CONVEYANCE IN CONNECTION WITH THE SALE OF THE LAND DESCRIBED HEREIN.

of any owners of lots in the above-described property.

3. It is contemplated that a parcel of property approximately 20 acres in size located on the northwest corner of Scottsdale Road and Thunderbird Road, Maricopa County, Arizona, might become the subject of commercial development, and said lot owners and all persons purchasing lots in the above-described subdivision do so with notice of said proposed commercial development.

4. The Sweetwater Estates Improvement Association, a non-profit corporation, organized under and by virtue of the laws of the State of Arizona governing non-profit corporations, shall accept ownership of and provide such necessary action for the proper maintenance and upkeep of all privately owned streets and roadways shown in the plat of record of the above-described property. Ownership of a lot in the property described above gives said owner a membership in the Improvement Association. Until such time as 60% of all of the lots in the above-described property have been conveyed by Transamerica Title Insurance Company of Arizona as trustee to the purchasers thereof, all right, discretion, power and authority herein granted to said lot owners through the Sweetwater Estates Improvement Association shall, at the option of Richard L. Raskin, remain in Richard L. Raskin either personally or through said association, as president and director thereof. Upon sale of 60% of said lots, unless earlier required by Richard L. Raskin, such right, discretion, power and authority shall be assumed by the lot owners who are members of the Sweetwater Estates Improvement Association, through their duly elected officers and directors.

5. Sweetwater Estates Improvement Association shall do all things necessary in order to properly maintain and pay taxes upon private streets and roadways located in the above-described property and do all other necessary things as set forth in the Articles of Incorporation of Sweetwater Estates Improvement Association.

6. The record owner of each lot in the above-described property shall pay to Sweetwater Estates Improvement Association within ten days after receipt of notice and invoice a sum equal to the total of the following: The pro rata share of the cost to Sweetwater Estates Improvement Association of all maintenance and improvement and payment of taxes as required by Paragraph 5 hereof.

7. Notices and demands for payment of any dues or assessments may be submitted to the lot owner by the Association at any time and from time to time. The Association shall have the right to demand that any lot owner who is in arrears in the payment of dues or assessments shall pay the same within ten days after receipt of notice and invoice. The Association shall have the right to demand that any lot owner who is in arrears in the payment of dues or assessments shall pay the same within ten days after receipt of notice and invoice. The Association shall have the right to demand that any lot owner who is in arrears in the payment of dues or assessments shall pay the same within ten days after receipt of notice and invoice.

DET 7119 406

DET 7161 280

Estates Improvement Association, the owners of the lots in the remaining portion or portions shall become members of Sweetwater Estates Improvement Association and said lot owners shall bear their pro-rata share of the costs of said association from the date of purchase. At such time Sweetwater Estates Improvement Association shall have all of the rights and powers and provide all of the duties imposed upon it in Paragraphs 5, 6 and 7 above in regard to such private roadways and streets.

9. The restrictive covenants, conditions, limitations and agreements herein contained shall run with the land and shall be binding upon all persons purchasing, leasing, and/or occupying any lot or lots entitled to membership in Sweetwater Estates Improvement Association after the date upon which this instrument has been duly recorded. The covenants, restrictions, conditions and reservations herein contained may be enforced by the Board of Directors of the Sweetwater Estates Improvement Association, by the owner of any lot in said subdivision, by Richard L. Rankin, or any one or more of said individuals and/or corporation; provided, however, that the violation or breach of any covenant, restriction, reservation and/or condition, or any right of re-entry by reason thereof, shall not defeat nor render invalid the lien of any mortgage or deed of trust made in good faith and for value upon said lot or lots, and except as herein-after provided, each and all of said covenants, restrictions, reservations and conditions shall be binding upon and effective against any owner of said premises whose title thereto is acquired by foreclosure, trustee's sale, or otherwise, and provided also that the breach of any of said covenants, restrictions, reservations and conditions may be enjoined, stated, and enforced by appropriate legal proceedings, and extending the validity of any lien, deed of trust or mortgage instrument, any and all instruments of conveyance of any lot or lots or all or part of the lots in the above-described property, if it contain reference to this instrument and shall be subject to the covenants, restrictions, reservations and conditions herein set forth as fully as though said terms and conditions of this instrument were therein set forth in full; provided, however, that the restrictive covenants, terms and conditions of this instrument shall be binding upon all persons affected by the same, whether express reference is made to this instrument or not.

10. Each and every lien or charge upon the lots in the above-described property provided for in said Paragraphs 5, 6 and 7 shall be subject and subordinate to and shall not affect the rights of the holder or holders of first priority mortgages upon said lot or lots made in good faith and for value.

11. Until such time as the lots in the above-described property have been conveyed by the trustee to the owner or owners thereof, the property shall be held by the trustee, Richard L. Rankin, or his heirs, assigns, or assigns, and may be sold at any time by the trustee, Richard L. Rankin, or his heirs, assigns, or assigns, and the proceeds of the sale of the lots shall be paid to the owner or owners thereof, and the trustee, Richard L. Rankin, or his heirs, assigns, or assigns, shall be bound to execute and deliver to the owner or owners thereof, a deed of conveyance of the lots to the owner or owners thereof.

12. The trustee, Richard L. Rankin, or his heirs, assigns, or assigns, shall be bound to execute and deliver to the owner or owners thereof, a deed of conveyance of the lots to the owner or owners thereof, and the proceeds of the sale of the lots shall be paid to the owner or owners thereof, and the trustee, Richard L. Rankin, or his heirs, assigns, or assigns, shall be bound to execute and deliver to the owner or owners thereof, a deed of conveyance of the lots to the owner or owners thereof.

BY 7119-497
3KT 7161 PAGE 281

DATED this 29th day of May, 1968.

TRANSAMERICA TITLE INSURANCE COMPANY
OF ARIZONA, Trustee

By [Signature]
Trust of 1968

~~RECEIVED~~

~~Secretary~~

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this, the 29th day of May, 1968,
before me, the undersigned official, personally appeared
[Signature]
who acknowledged [Signature] to be the President of the
TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA, a corporation
organized under the laws of the State of Arizona, and that he
is a duly authorized officer of the corporation, and that he
is authorized to execute and deliver the foregoing instrument
and the covenants, conditions and terms contained therein
for the purposes and for the terms and conditions therein
contained, by signing the name of the corporation by
himself as such officers.

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

[Signature]
Notary Public

My Commission Expires:

2-15-69

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JUN 11 1968

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do hereby certify that the following is a true and correct copy of the original as filed in the office of the County Recorder of Maricopa County, Arizona, on this 18th day of March, 1960, at 8:00 AM.	Transamerica Title Insurance Co. 440-443 Agent J. M. [Signature] Deputy
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DECLARATION OF APPLICABLE COVENANTS, CONDITIONS AND RESTRICTIONS

2 w

K.O. 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:

RASKIN ESTATES NO. 2, a subdivision of Maricopa County, Arizona, according to the plat of record thereof in the Office of the County Recorder of Maricopa County, Arizona, in Book 86 of Maps, Page 37 thereof.

And desiring to further establish the nature of the use and enjoyment of said subdivision, hereby declares that the following covenants, conditions, restrictions and reservations shall attach to said real property, and every lot thereof, and shall constitute covenants running with the land.

1. All of the lots in said subdivision shall be known and described as single family residential lots, and none of said lots, or any part thereof, shall be used for business purposes.

2. 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.

3. No garage, trailer or 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 contractor shall have been entered into for the construction of a dwelling which shall comply with the restrictions as herein contained, except trailers or temporary construction offices or storage buildings placed or erected thereon to be used for construction purposes by contractors performing either on-site or off-site work on said subdivision during the course of construction.

4. No structure shall be erected, altered, placed or permitted to remain on any of said lots other than one detached,

single family dwelling not to exceed one story in height and a private garage or carport not to exceed one story in height for more than three cars.

5. No dwelling house having a ground floor area of fewer than 1,200 square feet, including the walls proper of the house, but exclusive of open porches, pergolas or attached garage, if any, or other similar extension or projection shall be erected, permitted or maintained on any of the said lots.

6. No building shall be erected on any of the said lots, the walls of which are closer than permitted by the ordinances of the City of Phoenix, Arizona, or by variance granted by the proper city authorities of Phoenix, Arizona.

7. 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.

8. No store, office or other place of business of any kind, and no hospital, sanitarium or other place for the care or treatment of the sick or disabled, physically or mentally, nor any theatre, saloon or other place of entertainment shall ever be erected or permitted upon any of said lots, nor on any part thereof, and no business of any kind or character whatsoever shall be conducted in or from any residence on said lots.

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

10. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean

and sanitary condition.

11. No advertising signs (except "For Rent" and "For Sale" signs), billboards, unsightly objects or nuisance shall be erected, placed or permitted to remain on any of said lots, nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the builder of any lot, ~~EXCEPT~~ the subdivider and developer may erect billboards or other signs during the development of the subdivision.

12. No structure of any kind shall be erected, permitted or maintained on the easements for utilities, as shown on the plat of said subdivision except private fences and structures specifically required for the installation and operation of the utility. The architectural control given in Paragraph One of these original declaration of covenants, conditions and restrictions recorded in Docket 7161, Pages 278-281, in the Office of the County Recorder of Maricopa County, to Mr. Richard L. Raskin, his successor or nominee, may be assigned by Mr. Raskin to a committee appointed by the Sweetwater Estates Improvement Association at the option of Mr. Richard L. Raskin, his successor or nominee.

13. Notwithstanding any provision contained in this Declaration of Additional Covenants, Conditions and Restrictions, the developer, Richard L. Raskin, shall have the right to construct upon and develop horse corrals and horse stables upon any or all of Lots 307 through 318, inclusive, and Lots 355 through 360, inclusive, of Raskin Estate No. 2, for the benefit and enjoyment of the lot owners of said subdivision. If any of the provisions of this Paragraph 13 conflict with any other paragraph hereof, the provisions of this Paragraph 13 shall control in respect to said Lots 307 through 318, inclusive, and Lots 355 through 360, inclusive. Nothing contained in this paragraph shall be

continued to prevent the erection of single family dwellings upon any of said lots 307 through 310 and 315 through 360. If such a dwelling is constructed upon any of said lots, the provisions of this Paragraph 13 shall not be applicable to such lot and the other provisions of these Declarations shall govern the usage of such lot for dwelling purposes and this Paragraph 13 shall have no effect thereon.

14. The foregoing restrictions and covenants run with the land and shall be binding upon all persons owning any of said lots in Raskin Estates No. 2. These presents may be amended at any time by the written consent of the majority of lot owners in Raskin Estates No. 2. Any amendment shall be binding upon all lot owners, their successors and assigns.

15. The invalidity of any one of the agreements, covenants, restrictions, reservations or conditions herein contained by judgment decree or court order shall in no wise affect the validity of the remaining provisions of this instrument and the same shall remain in full force and effect.

16. These presents shall supplement the provisions of that Declaration of Covenants, Conditions and Restrictions covering the portion of Raskin Estates No. 2 and recorded in Docket 7161, Pages 278-281, in the Office of the Maricopa County Recorder, and these presents shall in no way limit or terminate the provisions of said original Declaration of Covenants, Conditions and Restrictions.

DATED this 13th day of March, 1969.

TRANSAMERICA TITLE INSURANCE COMPANY
OF ARIZONA, Trustee

BY Vincent A. Pellerito
Trust Officer

STATE OF ARIZONA
County of Maricopa

Before me this 13th day of March, 1969, personally appeared Vincent A. Pellerito 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 purpose therein contained by signing the name of the Corporation as Trustee, by himself as such officer.

July 14, 1972

My commission will expire:

Leona C. Franklin
Notary Public

When recorded, mail to:
Mr. Richard E. Sanders
Attorney at Law
1800 First Federal Savings Building
3003 North Central Avenue
Phoenix, Arizona 85012

FIRST AMENDED

164855

02-R MISC.

EX-5304 PAGE 225

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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 situate within the County of Maricopa, State of Arizona:

Lots 1 to 360 inclusive and Lots 367 to 402 inclusive of Raskin Estates No. 2, a subdivision of Maricopa County, Arizona, according to the plat of record thereof in the Office of the County Recorder for Maricopa County, Arizona, in Book 86 of Maps, Page 37 thereof, and all streets and roadways adjoining said lots, which said streets and lots are also legally described as follows:

Beginning at a point on the South line of the NW 1/4 of Section 15, T3N, R4E of the G. & S. R. E. & M., lying 667.42 feet East of the Southwest corner thereof, thence North 494 feet to the true point of beginning; thence North 264 feet; thence West parallel to the South line of said NW 1/4 665.82 feet more or less to the West line of said NW 1/4; thence North along the West line of said NW 1/4 1987.20 feet more or less to the Northwest corner of said NW 1/4; thence East along the North line of said NW 1/4 2643.68 feet more or less to the Northeast corner of said NW 1/4; thence South along the East line of said NW 1/4 2245.40 feet more or less to a point 404 feet North of the Southeast corner of said NW 1/4; thence West parallel to the South line of said NW 1/4 2002.26 feet more or less to the true point of beginning;

and at the direction of Richard L. Raskin with regard to:

Lots 415 to 450 inclusive and Lots 463 to 480 inclusive of Raskin Estates No. 2, a subdivision of Maricopa County, Arizona, according to the plat of record thereof in the Office of the County Recorder for Maricopa County, Arizona, in Book 86 of Maps, Page 37 thereof, and all streets and roadways adjoining said lots, which said streets and lots are also legally described as follows:

Beginning at a point on the South line of the NW 1/4 of Section 15, Township 3 North, Range 4 East, Gila & Salt River Base and Meridian, lying 667.42 feet East of the Southwest corner thereof, thence North 404 feet; thence East parallel to the South line of the NW 1/4 2002.26 feet more or less to a point on the East line of said NW 1/4; thence South along the East line of the NW 1/4 404 feet more or less to the Southeast corner thereof; thence West along the South line along the SW 1/4 2002.26 feet more or less to a point of beginning;

8304-226

And desiring to establish the nature of the use and enjoyment of said parcel and lots, hereby declares that the following covenants, restrictions and reservations shall attach to said real property, and every lot thereof, and shall constitute covenants running with the land.

1. No original building construction, including all walls, fences, or other structures erected in connection therewith, shall be commenced, directed or maintained on any lot until the plans and specifications for the same, in all construction details, including shape, heights, materials, floor plans, location and approximate cost, shall have been submitted to and approved by the developer, Mr. Richard L. Raskin, his successor or nominee. Mr. Richard L. Raskin, his successor or nominee, shall have the right to deny approval of any plans or specifications which are not, in his opinion, suitable or desirable for esthetic or any other reasons and he shall have the right to take into consideration the kind and materials of which the same is to be built upon the site where the same is proposed to be erected or constructed, suitability of the same with the surrounding area and the effect of such construction upon adjacent and neighboring properties.

2. Transamerica Title Insurance Company of Arizona, as trustee, will convey all of its right, title and interest in and to all private roadways and streets located upon the above described property to the Sweetwater Estates Improvement Association which is more fully described in Paragraph 4 herein. Such association, by its officers and directors, may at any time dedicate said roadways and streets to the proper municipal authority without obtaining further approval of any owners of lots in the above-described property.

3. It is contemplated that a parcel of property approximately 20 acres in size located on the northwest corner of Scottsdale Road and Thunderbird Road, Maricopa County, Arizona, might become the subject of commercial development, and said lot owners and all persons purchasing lots in the above-described subdivision do so with notice of said proposed commercial development.

4. The Sweetwater Estates Improvement Association, a non-profit corporation, organized under and by virtue of the laws of the State of Arizona governing non-profit corporations, shall accept ownership of and provide such necessary and appropriate action for the proper maintenance and upkeep of all privately owned streets and roadways shown in the plat of record of the above-described property. Ownership of a lot in the property described above gives said owner a membership in the Improvement Association. Until such time as 60% of all of the lots in all of the above-described property have been conveyed by Transamerica Title Insurance Company of Arizona as trustee to the purchasers thereof, all right, discretion, power and authority herein granted to said lot owners through the Sweetwater Estates Improvement Association shall, at the option of Richard L. Raskin, remain in Richard L. Raskin either personally or through said association, as president and director thereof. Upon sale of 60% of said lots, unless earlier required by Richard L. Raskin, such right, discretion, power and authority shall be assumed by the lot owners who are members of Sweetwater Estates Improvement Association, through their duly elected officers and directors.

5. Sweetwater Estates Improvement Association shall do all things necessary in order to manage, maintain and pay all taxes upon private streets and roadways located in the above-described property

8304-227

and do all other necessary things as set forth in the Articles of Incorporation of Sweetwater Estates Improvement Association.

6. The record owner of each lot in the above-described property shall pay to Sweetwater Estates Improvement Association within ten days after receipt of notice and invoice a sum equal to the total of the following: The pro-rata share of the actual cost to Sweetwater Estates Improvement Association of all maintenance and improvement and payment of taxes as required by Paragraph 5 hereof.

7. Notices and invoice for payment of any and all assessments may be submitted monthly or at any other regular interval that may be fixed by the Board of Directors. In the event that such invoice is not paid within thirty days from date of notice and mailing of same, the amount of such invoice shall be and become a lien upon such lot or lots against which said assessment is due. Such lien may be enforced or foreclosed as provided in the Articles of Incorporation of Sweetwater Estates Improvement Association. Such lien shall be foreclosed in the manner provided by statute for the foreclosure of materialmen's liens.

8. The restrictive covenants, conditions, limitations and agreements herein contained shall run with the land and shall be binding upon all persons purchasing, leasing, subleasing or occupying any lot or lots entitled to membership in Sweetwater Estates Improvement Association after the date upon which this instrument has been duly recorded. The covenants, restrictions, conditions and reservations herein contained may be enforced by the Board of Directors of the Sweetwater Estates Improvement Association, by the owner of any lot in said subdivision, by Richard L. Raskin, or any one or more of said individuals and/or corporation; provided, however, that the violation or breach of any covenant, restriction, reservation and/or condition, or any right of re-entry by reason thereof, shall not defeat nor render invalid the lien of any mortgage or deed of trust made in good faith and for value upon said lot or lots, and except as hereinafter provided, each and all of said covenants, restrictions, reservations and conditions shall be binding upon and effective against any owner of said premises whose title thereto is acquired by foreclosure, trustee's sale, or otherwise, and provided also that the breach of any of said covenants, restrictions, reservations and conditions may be enjoined, abated or remedied by appropriate legal proceedings, notwithstanding the existence of any lien, deed of trust or mortgage instrument. Any and all instruments of conveyance of any interest in all or part of the lots in the above-described property shall contain reference to this instrument and shall be subject to the covenants, restrictions, reservations and conditions herein set forth as fully as though said terms and conditions of this instrument were therein set forth in full; provided, however, that the restrictive covenants, terms and conditions of this instrument shall be binding upon all persons affected by the same, whether expressed reference is made to this instrument or not.

9. Each and every lien or charge upon the lots in the above-described property provided for in said Paragraphs 5, 6 and 7 shall be subject and subordinate to and shall not affect the rights of the holder or holders of first realty mortgages upon such lot or lots made in good faith and for value.

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10. Until such time as 60% of all of the lots described above have been conveyed by the trustee as provided in Paragraph 4 above, these presents may be amended only by or at the direction of Richard L. Raskin, or his nominee. Thereafter these presents may be amended at any time by the written consent of a majority of the then lot owners. Any amendments shall be binding upon all lot owners, their successors and assigns.

11. The invalidity of any one of the agreements, covenants, restrictions, reservations or conditions herein contained by judgment, decree or court order shall in no wise affect the validity of the remaining provisions of this instrument and the same shall remain in full force and effect.

DATED this 9th day of September, 1970.

TRANSAMERICA TITLE INSURANCE COMPANY
OF ARIZONA, Trustee

By Vincent A. Pellerito
Trust Officer

STATE OF ARIZONA)
) ss
County of Maricopa)

On this, the 9th day of September, 1970, before me, the undersigned officer, personally appeared Vincent A. Pellerito who acknowledged himself to be the Trust Officer of TRANS-AMERICA TITLE INSURANCE COMPANY OF ARIZONA, a corporation, and that he, as such officer, being authorized so to do, executed the foregoing Declaration of Covenants, Conditions and Restrictions for the purposes therein contained, by signing the name of the corporation by himself as such officer.

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

John C. Linsley
Notary Public

My Commission Expires:
July 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.

SEP 10 1970-8 00 AM

in Docket 8304
on page 225-226

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

Paul A. Morrison

County Recorder
By Paul A. Morrison
County Recorder

When recorded mail to:
Arizona Title Ins. & Trust Co.
111 West Monroe
Phoenix, Arizona 85003
Attn: James L. Land

8604 PAGE 500

59915 02-R MISC,

Second Amended

DECLARATIONS OF COVENANTS,
CONDITIONS AND RESTRICTIONS

For RASKIN ESTATES NO. 2

dba

SWEETWATER ESTATES

PREAMBLE

This Declaration is made on March 25, 1971,
by the undersigned Arizona Title Insurance and Trust
Company, an Arizona corporation, as Trustee, being the
owner of a majority of the parcels contained in the
following described real property situate within the
County of Maricopa, State of Arizona:

Lots 271 to 306 inclusive and Lots
319 to 354 inclusive and Lots 367
to 402 inclusive of Raskin Estates
No. 2, a subdivision of Maricopa
County, Arizona, according to plat
of record thereof in the Office
of the County Recorder for Maricopa
County, Arizona, in Book 86 of Maps,
Page 37 thereof, also legally de-
scribed as follows:

DK 8604 PAGE 501

BEGINNING at a point on the South line of the NW 1/4 of Section 15 T3N, R4E of the G. & S. R. B. & M., lying 567.42 feet East of the Southwest corner thereof, thence North 404 feet to the True point of Beginning;

THENCE North 791.49 feet;

THENCE East-parallel to the South line of the NW 1/4 1993.62 feet more or less to a point on the East line of said Northwest quarter;

THENCE South along the East line of the NW 1/4 789.62 feet;

THENCE West parallel to the South line of the NW 1/4 2002.26 feet more or less to a point of beginning.

The property described above is a portion of a large land area (Raskin Estates No. 2), which is to be and is being developed into a residential area. This property which is the subject of this Declaration will be referred to hereinafter as Sweetwater Estates or Sub-division.

Through the use of a planned development in Sweetwater Estates, there has been and will be created an

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appealing residential area.

It is the purpose of this Declaration to provide a means for controlling and preserving the area as a residential community with the amenities desirable for residential living. It is assumed that purchasers of property in Sweetwater Estates will be motivated to preserve these qualities through community cooperation and by enforcing not only the letter but also the spirit of this Declaration. It is to preserve the beauty and appeal of Sweetwater Estates for all present and future owners that this Declaration is made, and the intention of the undersigned is that the covenants, conditions and restrictions contained herein shall be understood and construed to achieve that objective.

PROPERTY SUBJECT TO THE

SWEETWATER ESTATES RESTRICTIONS

The undersigned hereby declare that all of the real property located in the County of Maricopa, State of Arizona, described above in the Preamble, which is hereby incorporated herein by this reference, is and shall be held, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to the Sweetwater

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Estates, Restrictions, meaning the covenants, conditions and restrictions set forth in this Declaration. All of said restrictions are declared and agreed to be in furtherance of a general plan for the subdivision, improvement and sale of said real property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of said real property and every part thereof. All of the covenants, conditions and restrictions as set forth in this Declaration shall run with all of said real property for all purposes and shall be binding upon and inure to the benefit of the undersigned, all lots and all Owners and their assigns, transferees and successors in interest.

A. Residential Use. Each lot within the residential area shall be used exclusively for single family residential purposes. No structure whatever, other than one private, single-family dwelling, together with a private garage or carport for not more than three (3) cars, shall be erected, placed or permitted to remain on any of the lots. No gainful occupation, profession, trade business or other non-residential use shall be conducted in, on, or from any lot or building except as required by the developer of the Subdivision associated with

promoting sales of real property contained therein and construction of improvements on Subdivision lots. Nothing herein shall be deemed to prevent the leasing of an entire lot and all the improvements thereon to a single family, and not otherwise, from time to time by the Owner thereof subject to all of the provisions of the Sweetwater Estates Restrictions.

B. Maintenance and Repair of Buildings. No building, residence, improvement or structure upon any lot shall be permitted to fall into disrepair, and, subject to the requirements of Paragraph D below, each such building and structure shall at all times be kept in good condition and adequately painted or otherwise finished. Owners shall maintain in good repair the exterior surfaces, including but not limited to walls, roofs, porches, patios and appurtenances. Nothing shall be done in or to any such building which will impair the structural integrity of any building except in connection with alterations or repairs specifically permitted or required under Paragraph D below. Carports and garages must be kept in a neat and tidy manner at all times when the interior of the same is visible from the street or adjoining property.

C. Landscaping, Maintenance of Lawns and Plantings. Each Owner shall, within one hundred eighty (180) days

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from the date he takes possession of a new and unlandscaped residence, substantially complete all landscaping of the premises. Each Owner shall at all times keep all shrubs, trees, grass and plantings of every kind on his lot, including set back and easement areas neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material.

D. Architectural Contract. No improvement, alteration, repair, excavation or other work which in any way alters the exterior appearance of any lot or the improvements located thereon from its natural or improved state as existing on the date of this Declaration and no building, fence, wall, residence or other structure shall be commenced, erected, maintained, improved, altered, made or done until the plans and specifications for the same, in all construction details, including shape, height, materials, floor plans, location and approximate cost shall have been submitted to and approved by the Architectural Control Committee. The Architectural Control Committee shall have the right to refuse to approve any plans or specifications or grading plan, which are not suitable or desirable, in its opinion, for aesthetic or other reasons, and in so passing upon such plans,

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specifications and grading plans, and without any limitation on the foregoing, it shall have the right to take into consideration the suitability of the proposed building or other structure, and of the materials of which it is to be built, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure as planned, on the outlook from the adjacent or neighboring property. All subsequent additions to or changes or alterations in any building, fence, wall or other structure, including exterior color scheme, shall be subject to the prior approval of the Architectural Control Committee. No changes or deviations in or from such plans and specifications once approved shall be made without the prior written approval of the Architectural Control Committee. All decisions of the Architectural Control Committee shall be final and no lot owner or other parties shall have recourse against the Architectural Control Committee for its refusal to approve any such plans and specifications or plot plan, including lawn area and landscaping.

1- 1. Membership - Architectural Control Committee. The Architectural Control Committee is composed of:

Richard L. Paskin

P. O. Box 22055
Phoenix, Arizona 85028

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Fred C. Strout	6702 E. Dreyfus Drive Scottsdale, Arizona 85424
Donald N. Raskin	6612 E. Sweetwater Scottsdale, Arizona 85424

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the committee or restore to it any of its powers and duties.

2. Procedure. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

E. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$20,000 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a 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 permitted dwelling size. The ground floor area of the main structure exclusive of one-story open porches and garages, shall be not less than 1,400 square feet for a one-story dwelling.

F. Animals. No animals or fowl, poultry or livestock, including horses, other than a reasonable number of generally recognized domestic household pets, shall be maintained or permitted on any lot within the subdivision and then only if they are kept, bred or raised thereon solely as household pets and not for commercial purposes. No such animal or fowl shall be allowed to make an unreasonable amount of noise or otherwise become a nuisance.

G. Temporary Occupancy. No trailer, basement of any incomplete building, tent, shack, garage or barn,

Plat 8604 Page 569

and no temporary or incomplete building or structure shall be lived in or occupied in any manner. Temporary buildings or structures used during the construction of a dwelling shall be removed immediately after the completion of construction. Any of the foregoing provisions to the contrary notwithstanding, the developer of the Subdivision, or his duly authorized agents, shall have the right, until the Subdivision is fully developed and improved, to maintain construction facilities and storage areas incident to the development and improvement of the Subdivision.

H. Motor Vehicles. No motor vehicle shall be constructed, reconstructed or repaired, upon any lot or street within the Subdivision in such a manner as will be Visible from Neighboring Property, (which term shall mean, with respect to any given object, that such object is or would be visible to a person six feet tall, standing on any part of such neighboring property at an elevation no greater than the elevation of the base of the object being viewed), provided, however, that the provisions of this Paragraph shall not apply to emergency vehicle repairs. Only off-street paved parking of motor vehicles shall be permitted in the Subdivision except on-street

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parking shall be permitted for short periods of time for a guest or guests of an owner and for vehicles belonging to construction personnel. In no event shall any motor vehicle be parked on any Subdivision street overnight.

I. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any lot, and no odors shall be permitted to arise therefrom, so as to render any lot or portion thereof unsanitary, unsightly, offensive or detrimental to any of the property in the vicinity thereof or to the occupants thereof. No nuisance shall be permitted to exist or operate upon any lot so as to be offensive or detrimental to any property in the vicinity thereof or to its occupants. Without limiting any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any lot.

J. Trash Containers and Collection. All garbage and trash shall be placed and kept in covered containers. In no event shall such containers be maintained so as to be visible from neighboring property

except to make the same available for collection and then only the shortest time reasonably necessary to effect such collection. All rubbish, trash or garbage shall be removed from the lots and shall not be allowed to accumulate thereon. No incinerators, other than high combustion burners, shall be kept or maintained on any lot.

K. Clothes Drying Facilities. Outside clotheslines or other outside clothes drying or airing facilities shall be maintained exclusively within a fenced service yard or otherwise concealed and shall not be visible from neighboring property.

L. Road Encroachments; Sight Distance at Intersections. No tree, shrub, planting, building or improvement of any kind shall be allowed to overhang or otherwise to encroach upon any road or pedestrian way from ground level to a height of eight (8) feet. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street

Plat 8604 page 512

lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

M. Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any lot within the Sub-division area except such machinery or equipment as is usual and customary in connection with the use, maintenance, or construction of a private residence in Sweetwater Estates. No elevated tanks or large containers of any kind shall be erected, placed or permitted upon any lot, except for use in connection with any residence thereon, and except as same shall have first been approved by the Architectural Control Committee. All such approved tanks or containers shall be buried or kept screened by adequate planting or fence work, and shall not be visible from neighboring property.

W. Diseases and Insects. No Owner shall permit any thing or condition to exist upon his lot which shall induce, breed or harbor infectious plant diseases or noxious insects.

O. Restriction on Further Subdivision. No lot in the Subdivision shall be further subdivided or separated into smaller lots.

P. Signs. No signs of any kind shall be displayed to the public view on any lot except:

1. Such signs as may be required by legal proceedings;

2. Not more than two (2) residential identification signs of a combined total face area of seventy-two square inches or less for each lot;

3. During the time of construction of any residence or other improvement, one job identification sign not larger than twenty-four by thirty-five inches in height and width and having a face area not larger than six square feet;

4. One sign of not more than five square feet advertising the property for sale or rent; and

5. Such signs erected by the developer of the Subdivision or his duly authorized agents necessary or convenient to the development, sale, operation

or other disposition of property, both improved and unimproved, within the Subdivision.

Q. Party Walls. The rights and duties of Owners with respect to Party Walls or Party Fences shall be as follows:

1. The Owners of contiguous lots who have a Party Wall or Party Fence shall both equally have the right to use such wall or 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 Wall or Party Fence is damaged or destroyed through the act of an Owner or any of his agents or guests or members 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 Wall or Fence without cost to the other adjoining lot Owner or Owners.

3. In the event any such Party Wall or 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

and repair such wall or fence at their joint and equal expense.

4. Notwithstanding anything to the contrary herein contained, there shall be no impairment of the structural integrity of any Party Wall without the prior consent of all Owners of any interest therein, whether by way of easement or in fee.

R. Commercial Development. It is contemplated that _____ property approximately 20 acres in size located _____ Northwest corner of Scottsdale Road and Th _____ rd Road, Maricopa County, Arizona, might become the subject of commercial development, and said lot owners and all persons purchasing lots in the above-described subdivision do so with notice of said proposed commercial development.

S. Enforcement. The restrictive covenants, conditions, limitations and agreements herein contained shall run with the land and shall be binding upon all persons purchasing, leasing, subleasing or occupying any lot or lots within Sweetwater Estates after the date upon which this instrument has been duly recorded. The covenants, restrictions, conditions and reservations herein contained may be enforced by the owner of any lot in said

80004 no. 516

Subdivision, by the developer of the Subdivision, or any one or more of said individuals; provided, however, that the violation or breach of any covenant, restriction, reservation and/or condition, or any right of re-entry by reason thereof, shall not defeat nor render invalid the lien of any mortgage or deed of trust made in good faith and for value upon said lot or lots, and except as hereinafter provided, each and all of said covenants, restrictions, reservations and conditions shall be binding upon and effective against any owner of said premises whose title thereto is acquired by foreclosure, trustee's sale, or otherwise, and provided also that the breach of any of said covenants, restrictions, reservations and conditions may be enjoined, abated or remedied by appropriate legal proceedings, notwithstanding the existence of any lien, deed of trust or mortgage instrument. Any and all instruments of conveyance of any interest in all or part of the lots in the above-described property shall contain reference to this instrument and shall be subject to the covenants, restrictions, reservations and conditions herein set forth as fully as though said terms and conditions of this instrument were therein set forth in full, provided, however, that

PK 8604 PAGE 517

the restrictive covenants, terms and conditions of this instrument shall be binding upon all persons affected by the same, whether express reference is made to this instrument or not.

T. The invalidity of any one of the agreements, covenants, restrictions, reservations or conditions herein contained by judgment, decree or court order shall in nowise affect the validity of the remaining provisions of this instrument and the same shall remain in full force and effect.

U. Until such time as sixty (60) per cent of all of the lots described above have been conveyed by Arizona Title Insurance and Trust Company, as trustee, to the purchasers thereof, these presents may be amended only by or at the discretion of Richard L. Raskin, or his nominee. Thereafter these presents may be amended at any time by the written consent of a majority of the then lot owners. Any amendments shall be binding upon all lot owners, their successors and assigns.

DATED this _____ day of _____, 1971.

ARIZONA TITLE INSURANCE AND
TRUST COMPANY, Trustee

By


Trust Officer

8604 518

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this, the 26th day of March, 1971,
before me, the undersigned officer, personally appeared
James D. Larr who acknowledged himself
to be the Assistant Trust Officer of ARIZONA TITLE INSURANCE
AND TRUST COMPANY, a corporation, and that he, as such
officer, being authorized so to do, executed the foregoing
Declaration of Covenants, Conditions and Restrictions for the
purposes therein contained, by signing the name of the cor-
poration by himself as such officer.

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

John M. Thompson
Notary Public

My Commission Expires:

11-1-71

STATE OF ARIZONA } ss
County of Maricopa }

I hereby certify that the with-
in ins. return was filed and re-
corded at request of
ARIZONA TITLE INSURANCE & TRUST
MAR 29 1971 - 8 00 AM

in Docket 8604
on page 500-518

Witness my hand and official
seal the day and year aforesaid
Paul W. Heford

By Paul W. Heford
County Recorder
Deputy Recorder

MS:1
4/23/74

When recorded mail to:
Mr. Mayor Shanken
O'Connor, Cavanagh, Anderson, Westover,
Killingsworth & Beehears
3003 North Central Avenue, Suite 1800
Phoenix, Arizona 85012

168228

THIRD AMENDMENT

DM1072261087

CONDITIONS AND RESTRICTIONS
For RASKIN ESTATES NO. 2
dba
SWEETWATER STREET
(formerly Sweetwater Estates)

1850

ARIZONA TITLE
do hereby certify that the within named instrument was recorded in the records of Maricopa Co., Arizona
on 4/23/74 at 1:22 PM. Page 168228. Docket 7119. I, the undersigned, being the duly qualified
WITNESS my hand and official seal this 23rd day of April, 1974.
PAUL H. MURSTON, Maricopa County Recorder, by [Signature]

The undersigned, ARIZONA TITLE INSURANCE AND TRUST COMPANY, an Arizona corporation, as Trustee, (hereinafter referred to as the "Trustee"), as the owner of a majority of the interests contained in the hereinafter described real property situate within the County of Maricopa, State of Arizona, and at the request of Richard L. Raskin, does hereby amend the Declaration of Covenants, Conditions and Restrictions for Raskin Estates No. 2 dba Sweetwater Estate, dated May 29, 1968, and recorded in Docket 7119, page 497, and rerecorded on July 2, 1968, in Docket 7161, page 278, etc., as modified by Declaration of Additional Covenants, Conditions and Restrictions dated March 13, 1969, and recorded on March 18, 1969 in Docket 7523, pages 440, etc., and as amended on September 9, 1970, and recorded September 10, 1970 in Docket 8304, pages 225, etc., and as further amended on March 26, 1971, and recorded on March 29, 1971, in Docket 8664, pages 500, etc., and agrees that the same as amended hereby shall be restated as follows:

ARTICLE I

PROPERTY SUBJECT TO RESTRICTIONS;
DECLARATION OF RESTRICTIONS;
AND PURPOSE OF RESTRICTIONS

A. Property Subject to Restrictions. The property subject to this Agreement is hereinafter referred to interchangeably as the "Property", the "Subdivision", or "Sweetwater Estates", or "Sweetwater Street", and is described on Exhibit "A" attached hereto and made a part hereof.

DW11072261088

B. Declaration. Trustee hereby declares that all of the Property is and shall be held, conveyed, hypothesized, encumbered, leased, occupied, built upon or otherwise used, proved or transferred in whole or in part, subject to the Sweetwater Street Restrictions, meaning the covenants, conditions and restrictions set forth in this Declaration. All of said restrictions are declared and agreed to be in furtherance of a general plan for the subdivision, improvement and sale of said Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of said Property in every part thereof. All of the covenants, conditions and restrictions set forth herein shall run with all of said Property for all purposes and shall be binding upon and inure to the benefit of the undersigned, and all lots and all Owners (as hereinafter defined), and their assigns, transferees and successors in interest. The term "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of equitable or beneficial (or legal title if same has merged) of any lot, and without any limitation of the foregoing:

1. Owner shall include the purchaser or buyer of a lot under any executory contract for the sale of real property; and

2. For the purposes of this Declaration, unless the context requires otherwise, Owner shall include the family, invitees, licensees and lessees of any Owner, together with any other person or persons holding any possessory interest granted by such Owner in any lot; and

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3. Owner is not intended to include persons or entities who hold an interest in any lot merely as security for the performance of an obligation.

ARTICLE II

RESTRICTIONS

A. Residential Use. Each lot shall be used exclusively for single family residential purposes. No structure whatever, other than one private, single-family dwelling, together with a private garage or carport for not more than three (3) cars, shall be erected, placed or permitted to remain on any of the lots. No gainful occupation, profession, trade, business or other non-residential use shall be conducted in, on, or from any lot or building except as required by the developer of the Subdivision associated with promoting sales of real property contained therein and construction of improvements on Subdivision lots. Nothing herein shall be deemed to prevent the leasing of an entire lot and all the improvements thereon to a single family, and not otherwise, from time to time by the Owner thereof subject to all of the provisions of the Sweet-water Streets Restrictions.

B. Maintenance and Repair of Buildings. No building, residence, improvement or structure upon any lot shall be permitted to fall into disrepair. and, subject to the requirements of Paragraph D below, each such building and structure shall at all times be kept in good condition and adequately painted or otherwise finished. Owner shall maintain in good repair the exterior surfaces, including but not limited to walls, roofs, porches, patios and appurtenances. Nothing shall be

done in or to any such building which will impair the structural integrity of any building except in connection with alterations or repairs specifically permitted or required under Paragraph D below. Carports and garages must be kept in a neat and tidy manner at all times when the interior of the same is visible from the street or adjoining property.

C. Landscaping, Maintenance of Lawns and Plantings.

Each Owner shall, within one hundred eighty (180) days from the date he takes possession of a new and unlandscaped residence, substantially complete all landscaping of the premises. Each Owner shall at all times keep all shrubs, trees, grass and plantings of every kind on his lot, including set back and easement areas neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material.

D. Architectural Control. No improvement, alteration, repair, excavation or other work which in any way alters

the exterior appearance of any lot or the improvements located thereon from its natural or improved state as existing on the date of this Declaration and no building, fence, wall, residence or other structure shall be commenced, erected, maintained, improved, altered, made or done until the plans and specifications for the same, in all construction details, including shape, height, materials, floor plans, location and approximate cost shall have been submitted to and approved by the Architectural Control Committee. The Architectural Control Committee shall have the right to refuse to approve any plans or specifications or grading plan, which are not suitable or desirable, in its opinion, for aesthetic or other reasons, and in so passing upon such plans, specifications and grading plans, and without any limitation on the

DKT10722761091

foregoing, it shall have the right to take into consideration the suitability of the proposed building or other structure, and of the materials of which it is to be built, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure as planned, on the outlook from the adjacent or neighboring property. All subsequent additions to or changes or alterations in any building, fence, wall or other structure, including exterior color scheme, shall be subject to the prior approval of the Architectural Control Committee. No changes or deviations in or from such plans and specifications once approved shall be made without the prior written approval of the Architectural Control Committee. All decisions of the Architectural Control Committee shall be final and no lot owner or other parties shall have recourse against the Architectural Control Committee for its refusal to approve any such plans and specifications or plot plan, including lawn area and landscaping. The Architectural Control Committee shall not be liable for damages to anyone submitting plans for approval or making any other request of the Committee, nor to any Owner, lessee or sublessee of any lots by reason of mistake in judgment, negligence or nonfeasance of itself, its agents or employees, arising out of or in connection with the approval or disapproval, or failure to approve any plans or other requests, and any and every Owner agrees not to bring action or suit to recover for any such damages against the Architectural Control Committee or any of the members thereof.

1. Membership - Architectural Control Committee.

There shall be three (3) members of the Architectural

DN11072261092

Control Committee. The initial members shall be:

Richard L. Raskin
Kenneth J. Littell
Peter K. Carpenter

In the event of death, incapacity or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor, and in the event that the remaining members fail to do so within sixty (60) days, the then record Owners of a majority of the lots shall have the power through a duly recorded written instrument to designate such a successor. The members of the Committee shall not be entitled to any compensation ~~for services performed pursuant to this Declaration.~~

At any time, the then record Owners of a majority of lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties. All decisions of the Committee shall be by the affirmative vote of at least two (2) members.

2. The Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing. In the event said Committee, or its designated representative, fails to approve or disapprove within sixty (60) days after plans and specifications have been submitted to it, or in the event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

DAY 1072261093

E. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$20,000.00 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 a 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 permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,400 square feet for a one-story dwelling.

F. Animals. No animals or fowl, poultry or livestock, including horses, other than a reasonable number of generally recognized domestic household pets, shall be maintained or permitted on any lot within the Subdivision and then only if they are kept, bred or raised thereon solely as household pets and not for commercial purposes. No such animal or fowl shall be allowed to make an unreasonable amount of noise or otherwise become a nuisance.

G. Temporary Occupancy. No trailer, basement of any incomplete building, tent, shack, garage or barn, and no temporary or incomplete building or structure shall be lived in or occupied in any manner. Temporary building or structures used during the construction of a dwelling shall be removed immediately after the completion of construction. Any of the foregoing provisions to the contrary notwithstanding, the developer of the Subdivision, or his duly authorized agents, shall have the right, until the Subdivision is fully developed and improved, to maintain construction facilities and storage areas incident to the development and improvement of the Subdivision.

H. Motor Vehicles. No motor vehicle shall be constructed, reconstructed or repaired upon any lot or street within the Subdivision in such a manner as will be visible from a Neighboring Property, (which term shall mean, with respect to any given object, that such object is or would be visible to a person six feet tall, standing on any part of such Neighboring Property at an elevation no greater than the elevation of the base of the object being viewed), provided, however, that the provisions of this Paragraph shall not apply to emergency vehicle repairs. Only off-street paved parking of motor vehicles shall be permitted in the Subdivision except on-street parking shall be permitted for short periods of time for a guest or guests of an Owner and for vehicles belonging to construction personnel. In no event shall any motor vehicle be parked on any Subdivision street overnight.

I. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any lot, and no odors shall be permitted to arise therefrom, so as to render any lot or portion thereof unsanitary, unsightly, offensive or detrimental to any of the property in the vicinity thereof or to the occupants thereof. No nuisance shall be permitted to exist or operate upon any lot so as to be offensive or detrimental to any property in the vicinity thereof or to its occupants. Without limiting any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any lot.

J. Trash Containers and Collection. All garbage and trash shall be placed and kept in covered containers. In no

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event shall such containers be maintained so as to be visible from neighboring property except to make the same available for collection and then only the shortest time reasonably necessary to effect such collection. All rubbish, trash or garbage shall be removed from the lots and shall not be allowed to accumulate thereon. No incinerators, other than high combustion burners, shall be kept or maintained on any lot.

K. Clothes Drying Facilities. Outside clothes-lines or other outside clothes drying or airing facilities shall be maintained exclusively within a fenced service yard or otherwise concealed and shall not be visible from Neighboring Property.

L. Road Encroachments; Sight Distance at Intersections. No tree, shrub, planting, building or improvement of any kind shall be allowed to overhang or otherwise to encroach upon any road or pedestrian way from ground level to a height of eight (8) feet. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply at any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

DAT1072261096

M. Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any lot within the Subdivision area except such machinery or equipment as is usual and customary in connection with the use, maintenance, or construction of a private residence in Sweetwater Estates. No elevated tanks or large containers of any kind shall be erected, placed or permitted upon any lot, except for use in connection with any residence thereon, and except as same shall have first been approved by the Architectural Control Committee. All such approved tanks or containers shall be buried or kept screened by adequate planting or fence work, and shall not be visible from Neighboring Property.

N. Diseases and Insects. No Owner shall permit any thing or condition to exist upon his lot which shall induce, breed or harbor infectious plant diseases or noxious insects.

O. Restrictions on Further Subdivision. No lot in the Subdivision shall be further subdivided or separated into smaller lots.

P. Signs. No signs of any kind shall be displayed to the public view on any lot except:

1. Such signs as may be required by legal proceedings;
2. No more than two (2) residential identification signs of a combined total face area of seventy-two (72) square inches or less for each lot;
3. During the time of construction of any residence or other improvement, one job identification sign not larger than twenty-four by thirty-five inches in height and

width and having a face area not larger than six square feet;

4. One sign of not more than five square feet advertising the property for sale or rent; and
5. Such signs erected by the developer of the Subdivision or his duly authorized agents necessary or convenient to the development, sale, operation or other disposition of property, both improved and unimproved, within the Subdivision.

Q. Party Walls and Fences. The rights and duties of Owners with respect to Party Walls or Party Fences shall be as follows:

1. It shall be the obligation of every lot Owner to install a six (6) foot high fence or wall along the entire length of any property line of such lot which is a common property line with an adjoining or contiguous lot (such fence or wall being hereinafter referred to as "Party Fence or Party Wall"), except that no portion of said Party Fence or Party Wall may be installed within the Front Yard (as defined in the Code of the City of Phoenix, Arizona) of said lot. Such Party Fence or Party Wall must be erected within ninety (90) days after the date such lot Owner takes possession of the residence constructed upon the lot. Every Owner whose lot adjoins any Party Fence or Party Wall shall, within ninety (90) days after the date such Owner takes possession of the residence constructed upon his lot, reimburse to the Owner who has constructed such

Party Fence or Party Wall one-half of the cost of construction thereof; provided, however, that for the purpose of determining the amount to be so reimbursed, the cost of construction of the Party Fence or Party Wall shall (unless otherwise agreed upon to the contrary by the Owners involved) be the lesser of:

- (i) The actual cost of construction as incurred by the installing Owner; or
- (ii) The cost of constructing the said Party Fence or Party Wall with cedar fencing.

2. The Owners of contiguous lots who have a Party Wall or Party Fence shall both equally have the right to use such wall or fence, provided that such use by one Owner does not interfere with the use and enjoyment of same by the other Owner.
3. In the event that any Party Wall or Party Fence is damaged or destroyed through the act of an Owner or any of his agents or guests or members 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 Wall or Party Fence without cost to the other adjoining lot Owner or Owners.
4. In the event any such Party Wall or Party Fence is destroyed or damaged (including

deterioration from ordinary wear and tear and lapse of time), other than by the act of any adjoining Owner, his agents, guests, or family, it shall be the obligation of all Owners whose lots adjoin such Party Wall or Party Fence to rebuild and repair such Party Wall or Party Fence at their joint expense, such expense to be divided between the Owners in the same proportion as the cost of construction of the Party Fence or Party Wall was divided between such Owners.

5. Notwithstanding anything to the contrary herein contained, there shall be no impairment of the structural integrity of any Party Wall or Party Fence without the prior consent of all Owners of any interest therein, whether by way of easement or in fee.

ARTICLE III

ENFORCEMENT

A. Enforcement. The restrictive covenants, conditions, limitations and agreements herein contained shall run with the land and shall be binding upon all persons who now own, lease, sublease or occupy any lot or lots within the Property and upon all persons purchasing, leasing, subleasing or occupying any lot or lots within the Property after the date upon which this instrument has been duly recorded. The covenants, restrictions, conditions and reservations herein contained may be enforced by the Architectural Control Committee, or the Owner of any lot in said Subdivision, or by the developer of the Subdivision, or any one or more of said individuals, provided, however, that the violation or breach of any covenant, restriction, reservation and/or condition, or any right of re-entry by reason

thereof, shall not defeat nor render invalid the lien of any mortgage or deed of trust made in good faith and for value upon said lot or lots, and except as hereinafter provided, each and all of said covenants, restrictions, reservations and conditions shall be binding upon and effective against any Owner of said premises whose title thereto is acquired by foreclosure, trustee's sale, or otherwise, and provided also that the breach of any said covenants, restrictions, reservations and conditions may be enjoined, abated or remedied by appropriate legal proceedings, notwithstanding the existence of any lien, deed of trust or mortgage instrument. Any and all instruments of conveyance of any interest in all or part of the lots in the above described Property shall contain reference to this instrument and shall be subject to the covenants, restrictions, reservations and conditions herein set forth as fully as though said terms and conditions of this instrument were therein set forth in full; provided, however, that the restrictive covenants, terms and conditions of this instrument shall be binding upon all persons affected by the same, whether express reference is made to this instrument or not.

1. Every act or omission whereby a covenant, condition or restriction of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action.
2. The delay, failure or omission to enforce the provisions of any covenant, condition or restriction contained in this Declaration in the event of any breach thereof shall not constitute acquiescence therein nor constitute a

waiver of any right to enforce any such provision or any other provisions of this Deed and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Architectural Control Committee or any Owner for or on account of the failure to bring any action or take any steps as to any breach hereof.

2. If any lot Owner breaches any of the Sweetwater Streets restrictions and fails to cure the same within fifteen (15) days after notice thereof is given by the Architectural Control Committee, then the Architectural Control Committee may, at its option, cure said breach. Any amounts spent by the Architectural Control Committee to cure such breach, together with costs, reasonable attorney's fees and interest thereon computed at the rate of ten (10%) percent per annum from the date that said sums are paid, shall be payable by the breaching lot Owner forthwith upon demand by the Architectural Control Committee. The total sum of the foregoing amounts shall be a charge on the lot (and the improvements thereon), shall be a continuing lien thereon, and shall be the personal obligation of the breaching lot Owner. The Architectural Control Committee may bring an action at law against the breaching lot Owner to collect said sums or may foreclose the lien against the lot (and the improvements thereon) in the same manner as provided for foreclosing a mortgage lien, or at the option of the Architectural Control Committee, in the same manner as provided for foreclosing a mate-

rialman's lien, or at the further option of the Architectural Control Committee, in such other manner as is available at law or in equity. Said lien shall be subordinate to the lien of any first mortgage or First Deed of Trust secured upon such lot. The sale or transfer of such lot shall not extinguish or affect such lien, except that the sale or transfer of such lot pursuant to mortgage foreclosure or forfeiture under the above described first mortgage or First Deed of Trust, or any proceeding in lieu thereof, shall extinguish the lien as to any amounts which became due prior to such sale or transfer.

ARTICLE IV

SEPARABILITY AMENDMENT, DURATION NOTICES

A. Separability. The invalidity of any one of the agreements, covenants, restrictions, reservations, conditions or provisions herein contained by judgment, decree or court order shall in no wise affect the validity of the remaining provisions of this instrument and the same shall remain in full force and effect.

B. Duration. This Declaration shall continue and remain in full force and effect at all times with respect to the Property, subject to amendment as provided in this Declaration, until July 1, 1984. Unless within one (1) year prior to July 1, 1984, an instrument directing the termination of this Declaration is signed by Owners of not less than two-thirds of the lots and is recorded, this Declaration, as in effect immediately prior to the expiration date, shall continue in effect automatically for an additional period of ten (10) years and thereafter for successive periods of ten (10) years, unless

within one (1) year prior to the expiration of any period this Declaration is terminated as set forth above in this paragraph.

C. Notices. Any notice required or desired to be sent pursuant to this Declaration shall be in writing and may be delivered either personally or by mail. If sent by mail, it shall be deemed to have been delivered twenty-four hours after the same has been deposited in the United States Mail, postage prepaid, certified, addressed as follows:

1. If to the Architectural Control Committee,
at P. O. Box 22055, Phoenix, Arizona
85028; and
2. If to an Owner or Owners at the street
address of the lot or lots owned by the
Owner or Owners.

Any such address may be changed by recording a notice of change of address which is delivered, in writing, in the manner as set forth above.

D. Amendment. Until such time as sixty percent (60%) of the lots within the Property have been conveyed by the Trustee to the Purchasers thereof, this Declaration may be amended only by or at the direction of Richard L. Raskin, or his nominee or assignee. All of the covenants, conditions and restrictions of this Declaration shall be liberally construed together to promote and effectuate fundamental concepts of Sweetwater Streets, as set forth in this Declaration.

E. Singular and Plural. Singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine or neuter shall each include the masculine, feminine and neuter, as the context requires.

DKT 1072261104

F. All captions or titles used in this Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the terms or provisions of this Declaration.

ARTICLE V

COMMERCIAL DEVELOPMENT

A. It is contemplated that a parcel of property approximately forty (40) acres in size located on the northwest corner of Scottsdale Road and Thunderbird Road, Maricopa County, Arizona, might become the subject of commercial development, and said lot Owners and all persons purchasing lots in the above-described subdivision do so with notice of said proposed commercial development.

ARTICLE VI

ACQUIRING OWNERSHIP

By acceptance of a deed or acquiring any ownership interest in any of the lots included within the Property, each person or entity, for himself or itself, their 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 the restrictions, conditions, covenants, rules and regulations contained herein shall run with

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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, the undersigned has executed
as of the
this Declaration ~~was~~ 10th day of June . 1974.

ARIZONA TITLE INSURANCE AND
TRUST COMPANY, Trustee

By

Its

TRUST OFFICER

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the 10th day of June, 1974, before me, the undersigned officer, personally appeared JAMES D. LAND who acknowledged himself to be the Trust Officer of ARIZONA TITLE INSURANCE AND TRUST COMPANY, a corporation, and that he, as such officer, being authorized so to do, executed the foregoing Declaration of Covenants, Conditions and Restrictions for the purposes therein contained, by signing the name of the corporation by himself as such officer.

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

[Signature]
Notary Public

My Commission Expires:

4-5-78

DAY10722761106

Raskin Estates No. 2, a Subdivision of Maricopa County, Arizona, according to the plat of record thereof in the Office of the County Recorder of Maricopa County, Arizona, in Book 86 Of Maps, page 37 thereof, but excluding therefrom Lots 415 through 450, inclusive, and 463 through 480, inclusive.

Exhibit "A"

REPORT AND APPROVAL.

IN WITNESS WHEREOF, the undersigned has executed
this Declaration this 20th day of June, 1974.

Richard L. Nash

On this the 14th day of June, 1974, before me, the undersigned Notary Public personally appeared

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

Notary Public

STATE OF ARIZONA)
County of Maricopa) ss.

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

Notes & Table

1992 年 12 月 10 日 星期三

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The undersigned, being the equitable owner of lots inclusive, of Raskin Estates No. 2, a Subdivision of Maricopa County, Arizona, according to plat of record thereof in the Office of the County Recorder of Maricopa County, Arizona, in Book 86 of Maps, page 37 thereof, does hereby join in and approve the foregoing Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Raskin Estates No. 2 dba Sweetwater Streets (formerly Sweetwater Estates), and does further agree that said Declaration of Covenants, Conditions and Restrictions shall run with the above-described land and be binding upon all subsequent and future owners, grantees, purchasers, assignees and transferees thereof.

IN WITNESS WHEREOF, the undersigned has executed this Declaration this 14 day of April, 1974.

Richard L. Madson

STATE OF ARIZONA)
County of Maricopa) ss.

On this the 14 day of April, 1974, before me, the undersigned Notary Public personally appeared _____ known to me to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that he (she, they) executed the same for the purposes therein contained.

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

Richard L. Madson
Notary Public

My Commission Expires:

My Commission Expires Feb. 23, 1978

STATE OF ARIZONA)
County of Maricopa) ss.

On this the _____ day of _____, 1974, before me, the undersigned officer, personally appeared _____ who acknowledged himself to be the _____ of _____ 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 by himself as such officer.

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

Notary Public

My Commission Expires:

JOINDER AND APPROVAL

The undersigned, being the equitable owner of lots inclusive, of Raskin Estates No. 2, a Subdivision of Maricopa County, Arizona, according to plat of record thereof in the Office of the County Recorder of Maricopa County, Arizona, in Book 86 of Maps, page 37 thereof, does hereby join in and approve the foregoing Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Raskin Estates No. 2 dba Sweetwater Street, (formerly Sweetwater Estates), and does further agree that said Declaration of Covenants, Conditions and Restrictions shall run with the above-described land and be binding upon all subsequent and future owners, grantees, purchasers, assignees and transferees thereof.

IN WITNESS WHEREOF, the undersigned has executed this Declaration this 14th day of June, 1974.

G. R. Wilkinson
Gail Wilkinson

STATE OF ARIZONA)
) ss.
 County of Maricopa)

On this the 14th day of June, 1974, before me, the undersigned Notary Public personally appeared *G. R. WILKINSON* *GAIL WILKINSON* known to me to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that he (she, they) executed the same for the purposes therein contained.

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

William L. Pitts
 Notary Public

My Commission Expires:

My Commission Expires Feb. 22, 1978

STATE OF ARIZONA)
) ss.
 County of Maricopa)

On this the _____ day of _____, 1974, before me, the undersigned officer, personally appeared _____ who acknowledged himself to be the _____ of _____ 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 by himself as such officer.

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

Notary Public

My Commission Expires:

JOINDER AND APPROVAL

The undersigned, being the equitable owner of lots ^{151 157} inclusive, of Raskin Estates No. 2, a Subdivision of Maricopa County, Arizona, according to plat of record thereof in the Office of the County Recorder of Maricopa County, Arizona, in Book 86 of Maps, page 37 thereof, does hereby join in and approve the foregoing Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Raskin Estates No. 2 dba Sweetwater Street (formerly Sweetwater Estates), and does further agree that said Declaration of Covenants, Conditions and Restrictions shall run with the above-described land and be binding upon all subsequent and future owners, grantees, purchasers, assignees and transferees thereof.

IN WITNESS WHEREOF, the undersigned has executed this Declaration this 14th day of June, 1974.

Dean C. Kellum

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the 14th day of June, 1974, before me, the undersigned Notary Public personally appeared Dean C. Kellum known to me to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that he (she, they) executed the same for the purposes therein contained.

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

Dr. M. J. Pette
Notary Public

My Commission Expires:
My Commission Expires Feb. 23, 1976

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the _____ day of _____, 1974, before me, the undersigned officer, personally appeared _____ who acknowledged himself to be the _____ of _____ 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 by himself as such officer.

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

Notary Public

My Commission Expires:

The undersigned, being the equitable owner of lots
 377 15 inclusive, of Raskin Estates No. 2, a Subdivision of Maricopa
 County, Arizona, according to plat of record thereof in the
 Office of the County Recorder of Maricopa County, Arizona,
 in Book 86 of Maps, page 37 thereof, does hereby join in and
 approve the foregoing Third Amendment to the Declaration of
 Covenants, Conditions and Restrictions for Raskin Estates
 No. 2 dba Sweetwater Streets (formerly Sweetwater Estates),
 and does further agree that said Declaration of Covenants,
 Conditions and Restrictions shall run with the above-described
 land and be binding upon all subsequent and future owners,
 grantees, purchasers, assignees and transferees thereof.

IN WITNESS WHEREOF, the undersigned has executed
 this Declaration this 14th day of June, 1974.

J. C. Agostinelli

STATE OF ARIZONA)
) ss.
 County of Maricopa)

On this the 14th day of June, 1974, before
 me, the undersigned Notary Public personally appeared
 377 15 J. C. AGOSTINELLI
 known to me to be the person(s) whose name(s) is (are) subscribed
 to the within instrument and acknowledged that he (she, they)
 executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and offi-
 cial seal.

Donald A. Tatta
 Notary Public

My Commission Expires:
 My Commission Expires Feb. 23, 1976

STATE OF ARIZONA)
) ss.
 County of Maricopa)

On this the _____ day of _____, 1974, before me,
 the undersigned officer, personally appeared _____
 who acknowledged himself to be
 the _____ of
 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 by
 himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and offi-
 cial seal.

Notary Public

My Commission Expires:

DAY 1072261112

JOINDER AND APPROVAL

The undersigned, being the equitable owner of lots
319
inclusive, of Raskin Estates No. 2, a Subdivision of Maricopa
County, Arizona, according to plat of record thereof in the
Office of the County Recorder of Maricopa County, Arizona,
in Book 86 of Maps, page 37 thereof, does hereby join in and
approve the foregoing Third Amendment to the Declaration of
Covenants, Conditions and Restrictions for Raskin Estates
No. 2 dba Sweetwater Estates (formerly Sweetwater Estates),
and does further agree that said Declaration of Covenants,
Conditions and Restrictions shall run with the above-described
land and be binding upon all subsequent and future owners,
grantees, purchasers, assignees and transferees thereof.

IN WITNESS WHEREOF the undersigned has executed
this Declaration this 11th day of June, 1974.

Robert M. Cawley
Rena L. Cawley

STATE OF ARIZONA)
County of Maricopa) ss.

On this the 11th day of June, 1974, before
me, the undersigned Notary Public personally appeared
ROBERT M. + RENA L. CAWLEY
known to me to be the person(s) whose name(s) is (are) subscribed
to the within instrument and acknowledged that he (she, they)
executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and offi-
cial seal.

Madeline L. Pette
Notary Public

My Commission Expires:
My Commission Expires Feb. 23, 1978

STATE OF ARIZONA)
County of Maricopa) ss.

On this the _____ day of _____, 1974, before me,
the undersigned officer, personally appeared _____
who acknowledged himself to be
the _____ of _____
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 by
himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and offi-
cial seal.

Notary Public

My Commission Expires:

011072261113

The undersigned, being the equitable owner of lots
271 299
inclusive, of Raskin Estates No. 2, a Subdivision of Maricopa
County, Arizona, according to plat of record thereof in the
Office of the County Recorder of Maricopa County, Arizona,
in Book 86 of Maps, page 37 thereof, does hereby join in and
approve the foregoing Third Amendment to the Declaration of
Covenants, Conditions and Restrictions for Raskin Estates
No. 2 dba Sweetwater Streets (formerly Sweetwater Estates),
and does further agree that said Declaration of Covenants,
Conditions and Restrictions shall run with the above-described
land and be binding upon all subsequent and future owners,
grantees, purchasers, assignees and transferees thereof.

IN WITNESS WHEREOF, the undersigned has executed
this Declaration this 14th day of June, 1974.

STATE OF ARIZONA)
County of Maricopa) ss.

On this the 14th day of June, 1974, before
me, the undersigned Notary Public personally appeared

known to me to be the person(s) whose name(s) is (are) subscribed
to the within instrument and acknowledged that he (she, they)
executed the same for the purposes therein contained.

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

Notary Public

My Commission Expires:

4/1/77

STATE OF ARIZONA)
County of Maricopa) ss.

On this the day of 1974, before me,
the undersigned officer, personally appeared
who acknowledged himself to be
the of
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 by
himself as such officer.

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

Notary Public

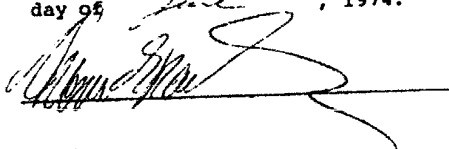
My Commission Expires:

041072261114

JOINDER AND APPROVAL

The undersigned, being the equitable owner of lots 129, 130, 141, 142, 150, 160, 161 inclusive, of Raskin Estates No. 2, a Subdivision of Maricopa County, Arizona, according to plat of record thereof in the Office of the County Recorder of Maricopa County, Arizona, in Book 86 of Maps, page 37 thereof, does hereby join in and approve the foregoing Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Raskin Estates No. 2 dba Sweetwater Streets (formerly Sweetwater Estates), and does further agree that said Declaration of Covenants, Conditions and Restrictions shall run with the above-described land and be binding upon all subsequent and future owners, grantees, purchasers, assignees and transferees thereof.

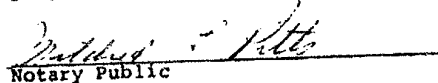
IN WITNESS WHEREOF, the undersigned has executed this Declaration this 10 day of June, 1974.



STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the 10 day of June, 1974, before me, the undersigned Notary Public personally appeared James Lewis known to me to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that he (she, they) executed the same for the purposes therein contained.

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


Notary Public

My Commission Expires:

My Commission Expires Feb. 23, 1976

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the day of , 1974, before me, the undersigned officer, personally appeared who acknowledged himself to be the of a corporation, and that he, as such officer, being authorized to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

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

Notary Public

JOINDER AND APPROVAL

The undersigned, being the equitable owner of lots inclusive, of Raskin Estates No. 2, a Subdivision of Maricopa County, Arizona, according to plat of record thereof in the Office of the County Recorder of Maricopa County, Arizona, in Book 86 of Maps, page 37 thereof, does hereby join in and approve the foregoing Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Raskin Estates No. 2 dba Sweetwater Streets (formerly Sweetwater Estates), and does further agree that said Declaration of Covenants, Conditions and Restrictions shall run with the above-described land and be binding upon all subsequent and future owners, grantees, purchasers, assignees and transferees thereof.

IN WITNESS WHEREOF, the undersigned has executed this Declaration this 10 day of June, 1974.

[Signature]

STATE OF ARIZONA)
) ss.
 County of Maricopa)

On this the 10 day of June, 1974, before me, the undersigned Notary Public personally appeared *[Signature]* known to me to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that he (she, they) executed the same for the purposes therein contained.

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

[Signature]

 Notary Public

My Commission Expires:

My Commission Expires Feb. 23, 1976

STATE OF ARIZONA)
) ss.
 County of Maricopa)

On this the 10 day of June, 1974, before me, the undersigned officer, personally appeared _____ who acknowledged himself to be the _____ of _____ 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 by himself as such officer.

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

 Notary Public

My Commission Expires:

JOINDER AND APPROVAL

The undersigned, being the equitable owner of lots inclusive, of Raskin Estates No. 2, a Subdivision of Maricopa County, Arizona, according to plat of record thereof in the Office of the County Recorder of Maricopa County, Arizona, in Book 86 of Maps, page 37 thereof, does hereby join in and approve the foregoing Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Raskin Estates No. 2 dba Sweetwater Streets (formerly Sweetwater Estates), and does further agree that said Declaration of Covenants, Conditions and Restrictions shall run with the above-described land and be binding upon all subsequent and future owners, grantees, purchasers, assignees and transferees thereof.

IN WITNESS WHEREOF, the undersigned has executed this Declaration this 10th day of June, 1974.

Richard A. Raskin

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the 10th day of June, 1974, before me, the undersigned Notary Public personally appeared Richard A. Raskin known to me to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that he (she, they) executed the same for the purposes therein contained.

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

Richard A. Raskin
Notary Public

My Commission Expires:

My Commission Expires Feb. 23, 1976

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the 10th day of June, 1974, before me, the undersigned officer, personally appeared Richard A. Raskin who acknowledged himself to be the owner of 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 by himself as such officer.

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

Notary Public

My Commission Expires:

JOINDER AND APPROVAL

The undersigned, being the equitable owner of lots
^{177, 190}
 inclusive, of Raskin Estates No. 2, a Subdivision of Maricopa
 County, Arizona, according to plat of record thereof in the
 Office of the County Recorder of Maricopa County, Arizona,
 in Book 86 of Maps, page 37 thereof, does hereby join in and
 approve the foregoing Third Amendment to the Declaration of
 Covenants, Conditions and Restrictions for Raskin Estates
 No. 2 dba Sweetwater Streets (formerly Sweetwater Estates),
 and does further agree that said Declaration of Covenants,
 Conditions and Restrictions shall run with the above-described
 land and be binding upon all subsequent and future owners,
 grantees, purchasers, assignees and transferees thereof.

IN WITNESS WHEREOF, the undersigned has executed
 this Declaration this 11 day of June, 1974.

TEU (M)

STATE OF ARIZONA)
) ss.
 County of Maricopa)

On this the 11 day of June, 1974, before
 me, the undersigned Notary Public personally appeared
^{TEU (M)}
 known to me to be the person(s) whose name(s) is (are) subscribed
 to the within instrument and acknowledged that he (she, they)
 executed the same for the purposes therein contained.

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

Dr. David A. Little
 Notary Public

My Commission Expires:

My Commission Expires Feb. 23, 1978

STATE OF ARIZONA)
) ss.
 County of Maricopa)

On this the 11 day of June, 1974, before me,
 the undersigned officer, personally appeared
 who acknowledged himself to be
 the TEU (M) of
 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 by
 himself as such officer.

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

Notary Public

My Commission Expires:

0110722P61118

JOINDER AND APPROVAL

The undersigned, being the equitable owner of lots
372 inclusive, of Raskin Estates No. 2, a Subdivision of Maricopa
County, Arizona, according to plat of record thereof in the
Office of the County Recorder of Maricopa County, Arizona,
in Book 86 of Maps, page 37 thereof, does hereby join in and
approve the foregoing Third Amendment to the Declaration of
Covenants, Conditions and Restrictions for Raskin Estates
No. 2 dba Sweetwater Streets (formerly Sweetwater Estates),
and does further agree that said Declaration of Covenants,
Conditions and Restrictions shall run with the above-described
land and be binding upon all subsequent and future owners,
grantees, purchasers, assignees and transferees thereof.

IN WITNESS WHEREOF, the undersigned has executed
this Declaration this 10th day of June, 1974.

STATE OF ARIZONA)
County of Maricopa) ss.

On this the 10th day of June, 1974, before
me, the undersigned Notary Public personally appeared
TODD P. D. B.,
known to me to be the person(s) whose name(s) is (are) subscribed
to the within instrument and acknowledged that he (she, they)
executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and offi-
cial seal.

Todd P. D. B.
Notary Public

My Commission Expires:

My Commission Expires Feb 23, 1976

STATE OF ARIZONA)
County of Maricopa) ss.

On this the 10th day of June, 1974, before me,
the undersigned officer, personally appeared
who acknowledged himself to be
the of
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 by
himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and offi-
cial seal.

Todd P. D. B.
Notary Public

My Commission Expires:

The undersigned, being the equitable owner of lots
 354 inclusive, of Raskin Estates No. 2, a Subdivision of Maricopa
 County, Arizona, according to plat of record thereof in the
 Office of the County Recorder of Maricopa County, Arizona,
 in Book 86 of Maps, page 37 thereof, does hereby join in and
 approve the foregoing Third Amendment to the Declaration of
 Covenants, Conditions and Restrictions for Raskin Estates
 No. 2 dba Sweetwater Street (formerly Sweetwater Estates),
 and does further agree that said Declaration of Covenants,
 Conditions and Restrictions shall run with the above-described
 land and be binding upon all subsequent and future owners,
 grantees, purchasers, assignees and transferees thereof.

IN WITNESS WHEREOF, the undersigned has executed
 this Declaration this 18th day of June, 1974.

STATE OF ARIZONA)
) ss.
 County of Maricopa)

On this the 10 day of June, 1974, before
 me, the undersigned Notary Public personally appeared
 Kenneth T. + Joan L. Little
 known to me to be the person(s) whose name(s) is (are) subscribed
 to the within instrument and acknowledged that he (she, they)
 executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and offi-
 cial seal.

Notary Public

My Commission Expires:

My Commission Expires: Feb 23 1976

STATE OF ARIZONA)
) ss.
 County of Maricopa)

On this the day of , 1974, before me,
 the undersigned officer, personally appeared
 who acknowledged himself to be
 the of
 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 by
 himself as such officer.

IN WITNESS WHEREOF, I hereto set my hand and offi-
 cial seal.

Notary Public

My Commission Expires:

JOINDER AND AFFIDAVIT

The undersigned, being the equitable owner of lots inclusive, of Raskin Estates No. 2, a Subdivision of Maricopa County, Arizona, according to plat of record thereof in the Office of the County Recorder of Maricopa County, Arizona, in Book 86 of Maps, page 37 thereof, does hereby join in and approve the foregoing Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Raskin Estates No. 2 dba Sweetwater Street (formerly Sweetwater Estates), and does further agree that said Declaration of Covenants, Conditions and Restrictions shall run with the above-described land and be binding upon all subsequent and future owners, grantees, purchasers, assignees and transferees thereof.

IN WITNESS WHEREOF, the undersigned has executed this Declaration this 10th day of June, 1974.

John A. McEllison
Notary Public

STATE OF ARIZONA)
) ss.
 County of Maricopa)

On this the 10 day of June, 1974, before me, the undersigned Notary Public personally appeared *John A. McEllison & Mary A. McEllison* known to me to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that he (she, they) executed the same for the purposes therein contained.

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

Richard E. Pitt
 Notary Public

My Commission Expires:
 My Commission Expires Feb 23, 1976

STATE OF ARIZONA)
) ss.
 County of Maricopa)

On this the day of , 1974, before me, the undersigned officer, personally appeared who acknowledged himself to be the of 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 by himself as such officer.

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

Notary Public

My Commission Expires:

DAY 10722761121

JOINDER AND APPROVAL

The undersigned, being the equitable owner of lots
183,355 inclusive, of Raskin Estates No. 2, a Subdivision of Maricopa
County, Arizona, according to plat of record thereof in the
Office of the County Recorder of Maricopa County, Arizona,
in Book 86 of Maps, page 37 thereof, does hereby join in and
approve the foregoing Third Amendment to the Declaration of
Covenants, Conditions and Restrictions for Raskin Estates
No. 2 dba Sweetwater Streets (formerly Sweetwater Estates),
and does further agree that said Declaration of Covenants,
Conditions and Restrictions shall run with the above-described
land and be binding upon all subsequent and future owners,
grantees, purchasers, assignees and transferees thereof.

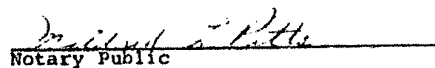
IN WITNESS WHEREOF, the undersigned has executed
this Declaration this 22 day of May, 1974.



STATE OF ARIZONA)
County of Maricopa) ss.

On this the 22 day of May, 1974, before
me, the undersigned Notary Public personally appeared
GIL TAYLOR known to me to be the person(s) whose name(s) is (are) subscribed
to the within instrument and acknowledged that he (she, they)
executed the same for the purposes therein contained.

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

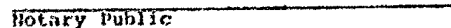

Notary Public

My Commission Expires:
My Commission Expires Feb. 23, 1978

STATE OF ARIZONA)
County of Maricopa) ss.

On this the 22 day of May, 1974, before me,
the undersigned officer, personally appeared
who acknowledged himself to be
the of
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 by
himself as such officer.

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


Notary Public

My Commission Expires:

DA11072261122

JOINDER AND APPROVAL

The undersigned, being the equitable owner of lots 81, 89, 100, 103, 106, 109, 111, 132, 138, 139, 142, 145, 153, 154, 159, 193, 196, 198 inclusive, of Raskin Estates No. 2, a Subdivision of Maricopa County, Arizona, according to plat of record thereof in the Office of the County Recorder of Maricopa County, Arizona, in Book 86 of Maps, page 37 thereof, does hereby join in and approve the foregoing Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Raskin Estates No. 2 dba Sweetwater Streets (formerly Sweetwater Estates), and does further agree that said Declaration of Covenants, Conditions and Restrictions shall run with the above-described land and be binding upon all subsequent and future owners, grantees, purchasers, assignees and transferees thereof.

IN WITNESS WHEREOF, the undersigned has executed this Declaration this 14th day of May, 1974.

Luigi Termini

STATE OF ARIZONA)
County of Maricopa) ss.

On this the 14th day of May, 1974, before me, the undersigned Notary Public personally appeared Luigi Termini known to me to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that he (she, they) executed the same for the purposes therein contained.

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

William E. Pette
Notary Public

My Commission Expires:

My Commission Expires Feb. 23, 1978

STATE OF ARIZONA)
County of Maricopa) ss.

On this the _____ day of _____, 1974, before me, the undersigned officer, personally appeared _____ who acknowledged himself to be the _____ or _____ 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 by himself as such officer.

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

Notary Public

My Commission Expires:

JOINDER AND APPROVAL

DAI 1072281123

The undersigned, being the equitable owner of lots 182, 184, 186, 200, 201, 202, 252, 254, 267, 331, 332 inclusive, of Raskin Estates No. 2, a Subdivision of Maricopa County, Arizona, according to plat of record thereof in the Office of the County Recorder of Maricopa County, Arizona, in Book 86 of Maps, page 37 thereof, does hereby join in and approve the foregoing Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Raskin Estates No. 2 dba Sweetwater Streets (formerly Sweetwater Estates), and does further agree that said Declaration of Covenants, Conditions and Restrictions shall run with the above-described land and be binding upon all subsequent and future owners, grantees, purchasers, assignees and transferees thereof.

IN WITNESS WHEREOF, the undersigned has executed this Declaration this 22nd day of May, 1974.

[Signature]

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the 22nd day of May, 1974, before me, the undersigned Notary Public personally appeared

Bill Tanner
known to me to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that he (she, they) executed the same for the purposes therein contained.

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

[Signature]
Notary Public

My Commission Expires:

My Commission Expires Feb 23, 1976

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the _____ day of _____, 1974, before me, the undersigned officer, personally appeared _____ who acknowledged himself to be

the _____ of _____ 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 by himself as such officer.

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

Notary Public

My Commission Expires:

011072261124

JOINDER AND APPROVAL

The undersigned, being the equitable owner of lots 101, 104, 110, 130, 139, 142, 143, 175, 242, 346, 357 inclusive, of Raskin Estates No. 2, a Subdivision of Maricopa County, Arizona, according to plat of record thereof in the Office of the County Recorder of Maricopa County, Arizona, in Book 86 of Maps, page 37 thereof, does hereby join in and approve the foregoing Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Raskin Estates No. 2 dba Sweetwater Street# (formerly Sweetwater Estates), and does further agree that said Declaration of Covenants, Conditions and Restrictions shall run with the above-described land and be binding upon all subsequent and future owners, grantees, purchasers, assignees and transferees thereof.

IN WITNESS WHEREOF, the undersigned has executed this Declaration this _____ day of _____, 1974.

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the _____ day of _____, 1974,, before me, the undersigned Notary Public personally appeared _____ known to me to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that he (she, they) executed the same for the purposes therein contained.

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

Notary Public

My Commission Expires:
My Commission Expires Feb. 23, 1976

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the _____ day of _____, 1974, before me, the undersigned officer, personally appeared _____ who acknowledged himself to be the _____ of _____ 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 by himself as such officer.

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

Notary Public

My Commission Expires: