





When recorded return to:

TICOR TITLE INSURANCE CO.
3033 No. Central Avenue
Phoenix, Arizona 85012
Att: Builder Services

G146861-VA

TICOR TITLE INSURANCE COMPANY OF CALIFORNIA

RECORDED IN OFFICIAL RECORDS
OF MARICOPA COUNTY, ARIZONA

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BILL HENRY, COUNTY RECORDER

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PROP RSTR (PG)

DECLARATION OF RESTRICTIONS

THIS DECLARATION made and dated the 12th day of April, 1984, by ELLIOTT HOMES, INC., an Arizona corporation, being the owner of all of the following described premises, situated in the County of Maricopa, State of Arizona, to wit:

Lots 339 to 555, inclusive, CAVE CREEK UNIT THREE, according to Book 268 of Maps, Page 36, records of Maricopa County, Arizona.

All of said real property being hereinafter referred to as "said property" hereby certifies and declares that they do hereby establish a general plan for the improvement and development of said property and do hereby establish the conditions, provisions, restrictions and covenants upon and subject to which all lots and portions of lots in said property shall be improved or sold and conveyed by said subdivider each and all of which is and are for the benefit of the owner of said land in said property of any interest therein and shall inure to and pass with each and every parcel of said property and shall apply to and bind the respective successors in interest of the present owners thereof, and are and each thereof is imposed upon said property as a servitude in favor of each and every parcel of land therein as the dominant tenement or tenements as follows:

1. That all lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed, or permitted to remain on any lot or portion of lot other than one detached single family dwelling, not to exceed two stories in height and a private garage except as authorized or permitted by an appropriate governmental agency having jurisdiction.
2. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. Temporary structures utilized by the owners or their agents shall be permitted until construction of improvements is completed.
3. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
4. ALL residence and garage buildings shall be constructed of new materials. The construction of all building of every kind and description erected on any lot in said tract shall be prosecuted diligently to completion.

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5. DWELLING COST, QUALITY AND SIZE: No dwelling shall be permitted on any lot at a cost of less than \$12,000.00 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 not be less than 900 square feet for a one-story dwelling not less than 800 square feet for a dwelling of more than one-story.

6. ARCHITECTURAL CONTROL: No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony or external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be provided in Part 7.

7. MEMBERSHIP: The Architectural Control Committee is composed of:

<u>NAME</u>	<u>ADDRESS</u>
H. C. Elliott	11093 Sun Center Drive Rancho Cordova, California 95670
P. R. Laird	11093 Sun Center Drive Rancho Cordova, California 95670
Harry C. Elliott III	11093 Sun Center Drive Rancho Cordova, California 95670

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. The 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 restore to it any of its powers and duties.

PROCEDURE: The aforementioned plan, plans and specifications shall be submitted to the Architectural Control Committee with a written request for their approval. Said request shall be in writing and delivered personally to a member of the committee or shall be mailed to a member of the committee by certified or registered mail, return receipt requested. 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 the plan, plans and specifications within 30 days after they have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

8. BUILDING LOCATION: No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum

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building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 25 feet to the front lot line, nor nearer than 5 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. Exceptions may be authorized or permitted by an appropriate government agency having jurisdiction. For purposes of this covenant, eaves, steps, chimneys and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

9. NO residential structure shall be erected on any building lot which has an area of less than 5,200 square feet and a width of less than 40 feet at the front building setback line.

10. OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

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

12. LIVESTOCK AND POULTRY: 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.

13. GARBAGE AND REFUSE DISPOSAL: 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 in a non-conspicuous place.

14. WATER SUPPLY: No individual water supply system shall be permitted on any lot unless such system is located, constructed and equiped in accordance with the requirements, standards, and recommendations of the City of Phoenix. Approval of such system as installed shall be obtained from such authority.

15. SEWAGE DISPOSAL: No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the County of Maricopa. Approval of such system as installed shall be obtained from such authority.

16. SIGHT DISTANCE AT INTERSECTIONS: 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

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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 case of a rounded property corner from the intersections 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 intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

17. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved and shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction or flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot or recreational easement, whichever party shall have the beneficial use of the surface area, except for those improvements for which a public authority or utility company is responsible.

18. DRAINAGE: The entire subdivision has been specifically engineered to provide for property drainage of surface waters. As a part of the whole drainage program, swales have been designed and will be constructed to accomplish the overall purpose of property drainage of surface waters from the subdivision. Landowners are prohibited from making any alterations of any kind to said swales.

19. TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants, in whole or part.

20. STORAGE OF BOATS AND/OR TRAILERS: No boats, campers or house trailers shall be stored in such a manner as to be visible from the street.

21. RESTRICTIONS AGAINST COMMERCIAL, INDUSTRIAL OR MULTIPLE UNIT IMPROVEMENTS: No building or structure which shall be used for any purpose except that a dwelling house, or appurtenance thereto, shall be erected or placed on the above described real property at any time. No structure or structures located on any one lot shall be used for residential purposes for occupation by more than one family, except for the temporary residence of friends and guests. No trade, business, manufacturing or commercial enterprise or enterprises of any kind for profit shall be

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maintained, conducted or operated upon, in front of, or in connection with any part or lot of said tract, nor shall any structure be used for rental to tenants except for the rental of one residential structure on one lot to one family.

22. FENCES: No fence, wall or hedge higher than six (6) feet shall be erected or maintained on any lot in said tract.

23. AMENDMENT: This Declaration may be amended only by the affirmative assent or vote of not less than fifty-one per cent (51%) or more of the lots in the properties. Further, this amendment provision shall not be amended to allow amendments by the assent or vote of less than fifty-one per cent (51%) of the owners. Any amendments or modification must be properly recorded.

ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that no right or reversion accrues to the owners or any individual joining in the execution of this Declaration, but if the parties hereto or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development of subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, either to prevent him or them from so doing or to recover damages and other dues from such violation.

INVALIDATION of any of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

PROVIDED that a breach of any of the foregoing covenants or conditions or any re-entry by reason of such breach shall not defeat or render invalid the lien of any mortgage or Deed of Trust made in good faith and for value as to said property or any part thereof, but said covenants or conditions shall be binding upon and effective against any subsequent owner of said property.

NOTHING contained in this Declaration shall impair or defeat the lien of any mortgage or Deed of Trust made in good faith and for value, but title to any property subject to this Declaration obtained through sale in satisfaction of any such mortgage or Deed of Trust shall thereafter be held subject to all of the restrictions and provisions hereof.

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IN WITNESS WHEREOF, ELLIOTT HOMES, INC., an Arizona corporation has caused its corporate name to be signed by the undersigned officer duly authorized this 12th day of April, 19 84.

ELLIOTT HOMES, INC. an
Arizona Corporation

By: *Harry C. Elliott, III*
President

STATE OF CALIFORNIA)
County of Sacramento) ss.

On this, the 12th day of April, 19 84, before me, the undersigned Notary Public, personally appeared HARRY C. ELLIOTT, III who acknowledged himself to be the President of ELLIOTT HOMES, INC., an Arizona corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

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

Bonnie V. Hogan
Notary Public

My commission expires:
January 1, 1987

