

100 WHEN RECORDED, RETURN TO:
Kathleen Masters
LANCENBURG
4004 N. Central #2001
Phoenix, Arizona 85012

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DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

THIS DECLARATION made and dated the 23rd day of June, 1979 by BETHEL ENTERPRISES, INC., an Arizona corporation (hereinafter "Declarant"), being owner of all of the following described premises, situated in the County of Maricopa, State of Arizona, to-wit:

Lots 1 through 13 inclusive of Apollo Estates 6, a Subdivision of Tract A of Apollo Estates Unit V as recorded in book 174, at page 40 of maps, and as replatted and recorded in Book 209, at page 7 of maps, all in the official records of the Maricopa County Recorder's Office (hereinafter "the Subdivision").

WHEREAS, said Declarant is about to convey parcels of said real property described above and desires to subject the same to certain restrictions, conditions, covenants and agreements as hereinafter set forth in furtherance of a general plan for the improvement of said tract;

NOW, THEREFORE, the undersigned Declarant, owner of the hereinabove described property hereby declares that said property is held and shall be conveyed subject to restrictions, conditions, covenants, charges and agreements set forth in this Declaration, to-wit:

1. LAND USE AND BUILDING TYPES: No lot shall be used except for residential purposes. No building shall be erected, altered, platted or permitted to remain on any lot other than one detached single-family dwelling not to exceed one story in height and a private garage. One and one-half (1-1/2) and two (2) story single-family dwellings may be constructed only with the approval of the Architectural Control Committee; no business, trade or manufacturing of any nature or description shall be carried on or transacted on any portion of said property, nor shall any part of said premises be used as a hospital or sanitarium or other place for hire for the care or entertainment of persons suffering from any disease or disability whatsoever.

"Restrictions herein, if any, based on race, color, religion, sex, handicap, familial status or national origin are deleted."

2. 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 (hereinafter "Committee") as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No air conditioners, furnaces, evaporative coolers, or similar structures will be permitted on roofs of any building. Prior to installation, the location of any outside antenna, solar collection device, or other unsightly structure must be approved by the Committee. The Committee may prohibit the installation of an unsightly structure at any location, if the Committee determines that the structure cannot be located where it will not detract from the aesthetics of the Subdivision.

3. SIZE AND CONSTRUCTION: The floor area of the dwelling, exclusive of porches, garages, carport, and patios, shall be not less than 1,800 square feet unless otherwise approved by the Committee. No prefabricated building of any nature whatsoever, permanent or temporary, shall be moved or placed upon, or assembled or otherwise maintained on any lot, provided, however, that a temporary office, trailer office, tool shed, lumber shed and/or sales office may be maintained upon any lot or lots by any building contractor for the purpose of erecting and selling dwellings on any lot or lots, but such temporary structures shall be removed at completion of construction of dwelling(s). A small prefabricated building for storage of yard care equipment may be placed in the back yard of a completed residence, if such building and its location on the lot are approved by the Committee.

4. BUILDING LOCATION: No building shall be located on any lot nearer to the front line than thirty (30) feet; no buildings shall be located nearer than seven (7) feet to any interior

lot line, nor closer than ten (10) feet to a side lot line adjacent to a street, except that side yards for detached garages and other permitted accessory buildings located in the rear one-half of the lot need only conform to the requirements of the County of Maricopa. A carport and storage room attached to the walls of the dwelling may be placed not closer than three (3) feet to an interior lot line and not closer than ten (10) feet to a side lot line adjacent to a street. For the purpose of this covenant, however, this shall not be considered to permit any portion of a building on a lot to encroach upon another lot. In the event an owner acquires a portion of any adjoining lot or lots, the foregoing requirements shall be made from such owner's side property lines rather than from the side lot lines indicated on said recorded map or plat. None of said lots shall be resubdivided into smaller lots nor conveyed or encumbered in less than the full original dimension of such lots as shown by the plat of APOLLO ESTATES 6, except for public utilities, provided that this restriction shall not prevent the conveyance or encumbrance of adjoining or contiguous lots or parts of lots in such a manner as to create parcels of land in a common ownership having the same or a greater street frontage than shown on the plat of APOLLO ESTATES 6 for any one of the lots, portions of which are so conveyed or encumbered. Thereafter, such parts of adjoining or contiguous lots in such common ownership, shall, for the purpose of these restrictions, be considered as one lot.

Nothing herein contained shall prevent the dedication or conveyance of portions of lots for public utilities, in which event the remaining portion of any lot shall, for the purpose of this provision, be treated as a whole lot.

5. FENCES: No fence or wall higher than six (6) feet shall be constructed across the rear property line of any lot; no fence or wall shall be constructed upon any lot unless its design and style are first approved by the Committee. Fences or walls constructed within the area of the minimum front or side street

setback lines (as defined in Paragraph No. 4 herein) shall not exceed two feet six inches (2'6") in height; fences or walls constructed on any side lot line shall not exceed six (6) feet in height.

6. EASEMENTS: Easements, as indicated upon the recorded Map of this Subdivision, are reserved for the installation and maintenance of public service utilities and other uses for public or quasi-public good. No building shall be placed upon such easements or interference be made with the free use of the same for the purposes intended.

7. NUISANCES: No nuisances shall be allowed upon any lot, nor any noxious or offensive activity, nor any use or practice which is the source of annoyance to neighbors or which interferes with the peaceful possession and proper use of the other lots in the Subdivision by their owners. Lots in the Subdivision shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist.

8. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, bar, garage, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

9. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet, advertising the property for sale or rent, or as approved by the Committee, or as placed by a developer during said developer's construction of dwellings within the Subdivision.

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

11. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of rubbish, trash, garbage or other waste material shall be kept in a clean and sanitary condition.

12. 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.

13. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways, shall be permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting at points twenty-five (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. 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.

14. COMPLETION OF CONSTRUCTION: Any building in this Subdivision the construction of which has been started, shall be completed without delay, except when such delay is caused by acts of God, strikes, actual inability of the owner to procure delivery of necessary material, or by interference by other persons or forces beyond the control of the owner to prevent. Financial inability of the owner or his contractor to secure labor or materials or discharge liens or attachments shall not be deemed a cause beyond his control. Nothing in this Paragraph 14 shall prohibit Declarant from entering contracts with purchasers of lots which require commencement and/or completion of construction by a

definite date, provided that said contracts shall not be inconsistent with the terms of this Paragraph 14.

15. CARE OF PROPERTIES: All vacant lots in this Subdivision shall be at all times kept free of rubbish and litter; weeds and grass shall be kept well mown at all times so as to present a tidy appearance. The yards and grounds in connection with all improved properties shall be at all times kept in a neat and sightly condition and shall be cultivated and planted to any extent sufficient to maintain an appearance not out of keeping with that of typical improved properties in this Subdivision. During prolonged absence, owners of said lots must arrange for the care of the property so that said property will remain neat, well-maintained, free of litter and rubbish and will at all times present an appearance not out of keeping with that of typical improved properties in the Subdivision. In the event a lot owner does not maintain his lot in a neat, proper manner, any six (6) neighbors, acting in concert, may cause said lot to be restored to a proper level of maintenance, and if the owner of said lot shall refuse to pay costs of such restoration within thirty (30) days of presentation of bill for such costs, the neighbors who caused the lot to be restored to a proper level of maintenance, may file an affidavit in the Maricopa County Records Office stating that the owner refuses to maintain said lot properly, the cost of the restoration, to whom the cost was paid, and the date paid; the amount of said cost of restoration shall be a lien against said lot from the date of the filing of the affidavit.

16. VEHICLES, CAMPING EQUIPMENT, AND RECREATIONAL EQUIPMENT: No mobile home, boat, trailer of any kind, truck (except pickup truck), truck camper, tent, glider, balloon, aircraft, or similar devices shall be parked, kept, placed, maintained, constructed or repaired, nor shall any motor vehicle be constructed, reconstructed or repaired, upon any lot or street (public or private) in such a manner as will be visible from neighboring lots. No mobile home, boat, trailer, recreational

vehicle, camper, truck (except pickup truck), motorcycle, motor-like, scooter, glider, balloon, aircraft, or other similar device shall be parked or stored on any private drive or on any part of a lot in such a way as to be visible from neighboring lots. Only passenger automobiles and pickup trucks in operating condition shall be parked in private drives and in carports. No vehicle shall be parked on a lot, private drive, or street (public or private) in a way which detracts from the aesthetics of the Subdivision or which causes inconvenience to owners of neighboring lots.

17. ARCHITECTURAL CONTROL COMMITTEE: The Architectural Control Committee shall be composed of Joan K. Bethel and Robert K. Landis. A majority of the Committee may designate a representative to act for it. Either member of the Committee may act individually in the absence of the other. In the event of death or resignation of any member of the Committee, the remaining member 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. After the Declarant no longer has any legal or equitable interest in any lot of the Subdivision, then, at any time, the then record owners of a majority of the 13 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.

18. APPROVAL PROCEDURE: The Committee's approval and or disapproval as required in these covenants, shall be in writing. In the event the Committee, or its designated representative, fails to indicate in writing, its approval or disapproval within forty-five (45) days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

19. DOMINANT TENEMENT: Each of the lots in said tract shall constitute the dominant tenement and be entitled to the

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benefit of the covenants herein contained as against all of the other lots in said tract which shall constitute the servient tenements.

20. TERMS: These covenants are to run with the land and shall be binding on the undersigned and all of its successors in title, interest or possession in all and every part of said premises until July 1, 2005, and thereafter said covenants shall be automatically extended for successive periods of ten (10) years, unless and until the owners of a majority of the lots affected hereby amend or revoke the same by written instrument, duly acknowledged, and recorded.

21. DEEDS: Deeds of conveyance of all or any of said lots shall incorporate by reference all of the provisions contained in this document. However, whether or not recited in the deeds of conveyance, these restrictions shall be binding on every owner of every lot in this subdivision.

22. ENFORCEMENT: If the owner or possessor of any lot subject to these restrictions 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 the subdivision to prosecute any proceeding at law or in equity against the person(s) violating or attempting to violate any such covenants, and either to prevent him or them from so doing or to recover damages for such violation(s), or both.

23. SUBORDINATION: Nothing contained in this Declaration shall be held to invalidate the lien of any mortgage or Deed of Trust prior to foreclosure, provided, however, that any purchaser at any mortgage foreclosure sale or sale under Deed of Trust shall hold title subject to all the provisions hereof, and any mortgagee or beneficiary entering into possession of a lot in the subdivision after default upon a mortgage or Deed of Trust shall be bound by the provisions contained herein.

24. SEVERABILITY: Invalidiation of any one of these covenants by judgement or court order shall in no way affect any

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of the other provisions, which shall remain in full force and effect.

25. TITLES AND HEADINGS: The titles and headings in this Declaration are for convenience only and shall in no way affect, limit or control the meaning or application of any provision or section hereof.

26. INTERPRETATION: In this Declaration, whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular includes the plural.

IN WITNESS WHEREOF, the undersigned has executed this Declaration of Covenants, Conditions and Restrictions this 23rd day of JUNE, 1979.

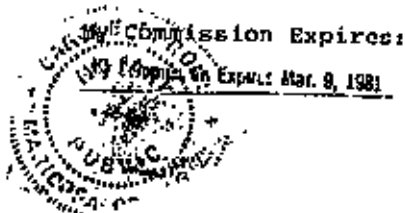
BETHEL ENTERPRISES, INC.,
an Arizona corporation

By Joan K. Bethel
Joan K. Bethel
Its: President

STATE OF ARIZONA)
 ss.
County of Maricopa)

ON THIS, the 23rd day of JUNE, 1979, before me, the undersigned Notary Public, personally appeared JOAN K. BETHEL, who acknowledged herself to be the PRESIDENT of BETHEL ENTERPRISES, INC., an Arizona corporation, and as such officer, being authorized so to do, executed the within instrument for the purposes therein contained.

Carole E. Ryan
Notary Public



STATE OF ARIZONA }
County of Maricopa } ss

I hereby certify that the within instrument was filed and recorded at request of Carole E. Ryan

JUN 26 1979 - 8 00

in Book 1338-1341
on page 1338-1341

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

Bill Henry

County Recorder
By Bill Henry
Recorder's Seal

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