

When Recorded, Please Return to:
Jarrett S. Jarvis, Attorney
913 Del Webb Building
3800 North Central Avenue
Phoenix, Arizona 85012

PROPOSED (FR)

I hereby certify that the within instrument was filed and recorded at request of
JARRETT, JARVIS & QUINN
NOV 22 1977 - 9 45
in Book 12560
on page 673-674
Witness my hand and official seal the day and year above said.
Don Francisco
County Recorder
[Signature]
County Recorder

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

THE O'MALLEY LUMBER COMPANY, an Arizona corporation, ("Declarant") being the owner of all of the following described premises, situated within the County of Maricopa, State of Arizona, to-wit:

LOTS ONE THROUGH TWENTY-SIX

OF

CAMINO VERDE

according to the plat of Record in Book 192 of Maps, Page 48 Records of Maricopa County, Arizona.

hereby declares the following restrictions shall apply to the said lots in CAMINO VERDE and to the owners and occupants of said lots and to the use and enjoyment thereof and that all conveyances of said lots hereafter made shall be subject to the said restrictions.

1. All of said lots in said CAMINO VERDE shall be known and described as residential lots, and none of said lots or any part thereof shall be used for business purposes or any purpose other than one single-family dwelling.

2. No part of any dwelling shall be used for living purposes until the entire structure is nearing completion, nor shall any structure of a temporary nature be used as a dwelling on any lot in CAMINO VERDE nor shall any trailer, tent, shack, garage, barn or any other structure be used as a residence, either temporarily or permanently, nor shall any such structure or dwelling be moved onto said lots in CAMINO VERDE from outside the subdivision.

3. No dwelling shall be erected, permitted or maintained on any lot in CAMINO VERDE that shall have a total floor area of less than 1,600 square feet, exclusive of open porches, pergolas, attached garages, carport or patios.

4. The lines of the walls nearest the front property line of any dwelling house or any garage incident thereto, built on any lot, shall not be closer than twenty feet to nor further than forty-five feet from the front property line, and the side walls thereof shall not be closer than seven feet to the side lot line on interior lots and on corner lots the walls of any such structure shall not be closer than ten feet to the side street line of such lot, nor closer than five feet to the interior lot line of such corner lots, provided that this side setback restriction shall not prevent

(a) the projection of cornices, eaves and coolers but no such projection shall be closer than two feet to any lot line; and

(b) the construction of an open porch, porte-cochere or carport to a point not closer than three feet to the side lot line other than the side lot line on the street side of a corner lot;

PROVIDED that if two or more adjacent lots are under common ownership and are developed with one dwelling they shall be considered to be a single lot for the purposes of these restrictions. Likewise, if one lot and an adjacent portion of another lot are under common ownership, that lot and that adjacent portion shall together be considered to be a single lot.

5. No livestock or poultry shall be kept on any of said lots and no hospital, sanitarium, institution of religion, education or government, hotel, duplex or apartment house of any kind or nature shall be constructed, permitted or maintained on any of said lots, nor shall any building on any of said lots be used or occupied for the care, lodging or entertainment for hire of persons suffering from disease. As provided in Paragraph No. 1, the lots shall be used for residential purposes only, except that one or more construction yards may be maintained during the time improvements are being built and except that model homes and sales offices may be maintained in connection with the sale of the lots and houses thereon.

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

7. No billboards or other unsightly object shall be erected, placed or permitted to remain on any lot, except for developers signs in connection with the construction and sale of houses. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance to the neighborhood.

8. No solid wall or fence over 3-1/2 feet high shall be constructed or maintained nearer to the front street line of any of said lots than the front wall of the building erected on such lot, and in case of a lot on which no residence has been constructed no solid wall or other fence over 3-1/2 feet high shall be constructed or maintained closer than 20 feet to front lot line of any lot.

9. No structure shall be commenced or erected on any of said lots until the design and location of such structure and the kind of materials to be used in such structure have been approved by Declarant. Declarant may pass upon design, location and kind of materials. In the event Declarant fails to approve or disapprove such design and location, or the kind of materials to be used in such structure, within 30 days after written request so to do, then such approval will not be required; provided the design, location and the kind of materials and the buildings to be built on said lots shall be governed by all of the restrictions herein set forth and said buildings shall be in harmony with existing buildings and structures in the immediate vicinity in said subdivision.

10. No exterior storage of any items of any kind shall be permitted, except in areas attractively screened or concealed from view from neighboring property, dwelling units, pathways and streets. This provision shall apply without limitation, to woodpiles, camping trailers, boat trailers, travel trailers, boats, mobile homes, motor homes and unmounted pickup camper units. Also, without limitation, no automobile, truck or other vehicle, regardless of ownership, age, condition or appearance, shall remain on any lot (unless within an enclosed garage) in any manner which could be construed as being stored, neglected, abandoned or otherwise not in frequent use.

11. On street parking is restricted to approved deliveries, pickup or short-time guests and invitees.

12. Motor vehicles owned or in the custody of any owner or resident may be parked only in a carport, garage or driveway located upon or pertaining to such person's lot or dwelling unit.

13. The interiors of all open carports shall be maintained by the owners in a neat, clean and sightly condition.

The foregoing restrictions and covenants run with the land and shall be binding on all persons owning any of said lots in CAMINO VERDE until December 1, 1999, at which time said covenants shall be automatically extended for successive periods of ten years each, PROVIDED, that the owners of eighteen or more of the lots may at any time by recorded instrument amend these restrictions.

If any person shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any person or persons owning any other lots in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from so doing or to recover damages for such violation; provided, however, that a violation of these restrictive covenants, or any one or more of them shall not affect the lien of any mortgage now of record, or which hereafter may be placed of record upon said lots or any part thereof. Should any of the restrictions herein contained be held invalid, or void, the rest of the restrictions shall be in no way affected thereby.

IN WITNESS WHEREOF, THE O'MALLEY LUMBER COMPANY has hereunto caused its corporate name to be signed and its corporate seal to be affixed and the same to be attested by the signatures of its authorized officers, the 21st day of November, 1977.

THE O'MALLEY LUMBER COMPANY
an Arizona corporation

BY:

John A. O'Malley Jr.
President

STATE OF ARIZONA,)
County of Maricopa) ss.

This instrument was acknowledged before me this 21st day of November, 1977, by John A. O'Malley, Jr., as President of O'MALLEY LUMBER COMPANY, an Arizona corporation.

My Commission Expires:
January 23, 1979

Notary Public