

4-6-60
 OK 4095 MAY 258

AMENDED DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

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

Lots One (1) to Eighty-four (84) inclusive in CORAL CANYON, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 98, Page 23;

and desiring to establish the nature of the use and enjoyment thereof, does hereby declare said premises subject to the following express covenants and stipulations to the use and enjoyment thereof, all of which are to be construed as restrictive covenants running with the title to said premises and with each and every part and parcel thereof, to-wit:

1. This subdivision has been laid out and platted as a choice and attractive suburban residential section, and all lots shall be known and described as single family residential lots.

2. No building, structure or premises shall be moved on, erected, constructed, altered, or maintained on any lot or any part thereof, which shall be used, designed, intended to be used for any other purposes other than that of a single family residence as herein defined:

(3) A "single family" residence is a dwelling, with one kitchen, provided that reasonable quarters may be built on, and maintained in connection therewith, for the use and occupancy of servants or guests.

3. No building or structure, which exceeds two stories or what is commonly called a tri-level in height shall be erected, altered or maintained on any lot said. A private garage not to exceed one story in height for not more than two cars may be erected.

4. No two-bedroom residence having a ground floor area of less than eight hundred (800) square feet including the walls proper of the house, and no three-bedroom residence having a ground floor area of less than one thousand (1,000) square feet exclusive of open porches, porches or attached garages, or carports, or other similar extension thereof shall be erected, permitted or maintained on any of the residential lots herein.

5. No building shall be erected on any of said lots the front walls of which are nearer than 25 feet to, nor further than 35 feet from the front property line; no building shall be erected on any of said lots the side walls of which shall be nearer than 7 feet to the side property line, or the rear wall of a building shall be closer than 5 feet to rear property line. For the purposes of this covenant, drives, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit a portion of a building, on a lot to encroach upon another lot.

6. No garage, guest house shall be built; before the main dwelling has been completed, EXCEPT that such garage or guest house may be built simultaneously with the main dwelling.

7. No house trailer, or other similar movable living quarters shall be placed on any lots for occupancy prior to or during construction of the main dwelling nor shall any such "house trailer" or other similar movable living quarters be maintained, stored or used on any lot unless it shall be enclosed in a building completely concealed from view from any lot line.

8. All structures, building, pergolas, arbors, outbuildings, of any nature or use whatsoever shall be of new construction and no building shall be moved from any other location on to any lot.

9. Lots of said lots in said subdivision shall be conveyed in less than the full original dimension of such lot, as shown by the plat of said subdivision, but nothing herein contained shall be so construed as to prevent the use of such lot for one single family use, or for to be divided between two adjacent lots for one single family dwelling building site, after which said lots are the adjacent part of a lot shall, for the purposes of these restrictions, be considered one lot.

10. No poultry, fowl, goats, sheep, swine, cows, horses or livestock of any kind shall ever be kept or maintained on any lot in said subdivision, nor shall any offensive activities 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 neighbors.

11. No structure of a temporary character, trailer, hangar, tent, shack, barn, weather outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

12. Failure to enforce any of the restrictions, rights, reservations, covenants, conditions and conditions contained herein shall not in any event be construed or held to be a waiver or consent to any further or succeeding breach or violation thereof. All deeds shall be given and accepted on the express condition that said subdivision has been carefully planned as a choice residential district exclusively, and to assure lot owners in said subdivision may bring proper action in the proper court to enforce or restrain said violation, or to collect damages or other such as account therefor.

13. These covenants, conditions and restrictions shall be binding on all owners, heirs, assigns, for the benefit of all lot owners, and shall be binding on all owners, heirs, assigns, and all covenants thereto shall be binding on all owners of lots in said subdivision until January 1st, 1962, at which time said covenants shall be automatically extended for successive ten year periods, unless by a vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

14. Each of conveyance for said property or any portion thereof shall contain the above covenants, conditions, stipulations and restrictions by reference to this document, conditions, stipulations and restrictions shall be binding on the transferee grantees.

15. Invalidity of any one of these covenants, conditions, stipulations and restrictions shall in no wise affect any of the other provisions, which shall remain in full force and effect.

16. This Declaration of Restrictions hereby amends and supplements the Declaration of Restrictions previously recorded on March 12, 1962, in Book 60, Page 39 to 41 inclusive, records of Maricopa County, Arizona.

IN WITNESS WHEREOF, the ARIZONA TITLE INSURANCE AND TRUST COMPANY, a limited liability corporation, has 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 duly authorized officers, this 11th day of April, 1962.

ARIZONA TITLE INSURANCE AND TRUST COMPANY
Trustee

Raymond J. [Signature]

STATE OF ARIZONA

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County of Maricopa

On this the 6th day of April, 1962, before me, the undersigned officer, personally appeared DAVID H. HENRIK, who acknowledged himself to be the Vice President of ARIZONA TITLE INSURANCE AND TRUST COMPANY, 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 as Trustee, by himself as such officer.

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

Raphael Constant
Notary Public

My Commission Expires:

Dec 31 1966

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