

Recorded and filed to Arizona Title Ins. & Trust Co., 124 N. 1st Ave., Phoenix
Ariz.

EX-4243 MAR 194

Trust No. 1752

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 the following described property situated within the State of Arizona, County of Maricopa, to wit:

Lots One (1) to Fifty (50) inclusive, in
CORAL GABLES, Unit Two, according to the
plat of record in the office of the County
Recorder of Maricopa County, Arizona, in
Book 100, Page 5;

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 as to the use and enjoyment thereof, all of which are to be construed as restrictive covenants running with the title of premises and with each and every part and parcel thereof, to-wit:

1. Lots One (1) through Thirty-seven (37) inclusive in said CORAL GABLES, Unit Two (2) are restricted as provided in Paragraphs One (1) through Fourteen (14) inclusive of this Article.

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:

(a) A "single family" residence is a dwelling with one kitchen, provided that reasonable quarter may be built 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 of said lots. 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, but exclusive of open porches, pergolas or attached garages, or carports, if any, 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.

RESTRICTIONS covering CERAL DABLES, Unit Two, continued.

6. No garage, guest house or temporary living quarters 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 moveable living quarters shall be moved on any lots for occupancy prior to or during construction of the main dwelling, nor shall any such "house trailer" or other similar moveable living quarters be maintained, stored or used on any lot unless it shall be inclosed in garage 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, EXCEPTING new construction not previously occupied shall be moved from any other location on to any lot.
9. None 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 more than one single family use or lot to be divided between two adjoining lots as one single family dwelling building site, after which said whole lot and 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 live-stock of any kind shall ever be kept or maintained on any lot in said subdivision.
11. Failure to enforce any of the restrictions, rights, reservations, limitations, covenants 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 upon 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 a proper action in the proper court to enjoin or restrain said violation, or to collect damages or other dues on account thereof.
12. These covenants are understood and agreed to be, and shall be taken and held to be, for the benefit of all lot owners, be they such now or become such hereafter and all covenants thereto shall be binding on all owners of lots in said subdivision until January 1st, 1982, 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.
13. Deeds of conveyance for said property or any portion thereof may contain the above covenants, conditions, stipulations and restrictions by referring to this document, conditions, stipulations and restrictions shall be binding on the respective grantees.
14. Invalidation of any one of these covenants, conditions, stipulations and restrictions shall in no-wise effect any of the other

RESTRICTIONS covering CORAL GABLES, Unit Two, continued

provisions, which shall remain in full force and effect.

15. Lots Thirty-eight (38) through Fifty (50) inclusive, in said CORAL GABLES, Unit Two (2), are restricted as provided in Paragraph Fifteen (15) through Twenty-four (24) inclusive of this Article.
16. All lots contained in Paragraph Fifteen (15) are herewith classified as multiple dwelling lots and may have four or more family units per lot. Units may be attached or individual.
17. All structures, buildings, pergolas, arbors, outbuildings, of any nature or use whatsoever shall be of new construction, and no building, EXCEPTING new construction not previously occupied shall be moved from any other location on to any lot.
18. No building shall be erected on any of said lots the front walls of which are nearer than 25 feet to, nor further than 25 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.
19. No poultry, fowl, goats, sheep, swine, cows, horses or live-stock of any kind shall ever be kept or maintained on any lot in said subdivision.
20. The multiple use of Lots Thirty-eight (38) through Fifty (50) shall enjoy all uses allowed by zoning ordinances of the City of Phoenix in effect at time of application for usage.
21. Failure to enforce any of the restrictions, rights, reservations, limitations, covenants 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 upon 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 enjoin or restrain said violation, or to collect damages or other dues on account thereof.
22. These covenants are understood and agreed to be, and shall be taken and held to be, for the benefit of all lot owners, be they such now or become such hereafter and all covenants thereto shall be binding on all owners of lots in said subdivision until January 1st, 1982, at which time said covenants shall be automatically extended for successive ten (10) year periods, UNLESS by a vote of a majority of then owners of the lots it is agreed to change said covenants in whole or in part.
23. Deeds of conveyance for said property or any portion thereof may contain the above covenants, conditions, stipulations and restrictions by referring to this document, conditions, stipulations and restrictions shall be binding on the respective grantees.
24. 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.

RESTRICTIONS covering CORAL GABLES, Unit Two, continued

IN WITNESS WHEREOF, Arizona Title Insurance and Trust Company, an Arizona corporation, as Trustee, has caused these presents to be executed by its undersigned officer, thereunto duly authorized and has caused its corporation seal to be hereunto affixed this 3rd day of August, 1962.

By: [Signature]
Vice President

STATE OF ARIZONA)
) ss.
County of Maricopa)

Before me, BARRY LYNN CULBERTSON, a Notary Public in and for said County, State of Arizona, on this day personally appeared L. HARKLINE, known to me to be the person whose name is subscribed to the foregoing instrument as Vice President of the corporation described in the foregoing instrument, and as such officer acknowledged to me that he executed the same for said corporation for the purpose and consideration therein expressed, and its own free act and deed, and by him voluntarily executed.

Given under my hand and seal of office this 3rd day of August, 1962.

My commission expires:

AUGUST 9, 1964

[Signature]
Notary Public



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STATE OF ARIZONA)
County of Maricopa)
I hereby certify that the within instrument was filed and recorded at request of
ARIZONA TITLE INSURANCE AND TRUST COMPANY

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By: [Signature]
Deputy Recorder

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