

3-26-70

53030 Q2-R MISC.

NO 8058 REC 576

Docket _____ Page _____
Recorded _____, 19 _____

Courtesy of
Stewart Title & Trust of Phoenix
NON-INSURED

COUNTRY CLUB NORTH UNIT ONE

DECLARATION OF RESTRICTIONS

THIS DECLARATION made and dated the 25th day of March,
1970, by STEWART TITLE & TRUST OF PHOENIX, an Arizona corporation,
as Trustee,

WITNESSETH:

WHEREAS, the declarant, as Trustee, is the owner of that
certain real property, containing 37 lots numbered 1
through 37, situated in the County of Maricopa, State of
Arizona, as shown upon that certain Map entitled "Country
Club North Unit ONE", which Map was filed for record in the
office of the County Recorder of Maricopa County, State of
Arizona, on March 20, 1970, in Book 129 of Maps, at pages
7, to which said Map and the said record thereof
reference is hereby made, and

WHEREAS, said declarant is about to convey parcels of
said real property shown on said Map 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 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 Declara-
tion, to-wit:

1. Land Use and Building Type: No lot shall be used
except for residential purposes. No building shall be erected,
altered, placed, 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 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 entertain-
ment of persons suffering from any disease or disability
whatsoever.

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 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.

"Restrictions herein, if any, based on
color, religion, sex, handicap,
age, or national origin are null and void."

3. Size. The floor area of the dwelling, exclusive of porches, garages, carport and patios, shall be not less than 1,500 square feet unless otherwise approved by the Committee. No prefabricated building or other structure 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, food 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 or selling of dwelling, whichever is later.

4. Building Location. No building shall be located on any lot nearer to the front line than 20'; no buildings shall be located nearer than seven (7) feet to any interior lot line, nor closer than 10' 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 feet (3') to an interior lot line and not closer than ten feet (10') to a side lot line adjacent to a street. For the purpose of this covenant, eaves, steps 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 to encroach upon another lot. In the event an owner acquires a portion of any adjoining lot or lots, the foregoing measurements shall be made from such owner's side property line rather than from the side lot lines indicated on said recorded map or plat. None of said lots shall be subdivided into smaller lots nor conveyed or encumbered in less than the full original dimension of such lots as shown by the plat of Country Club North Unit ONE, 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 Country Club North Unit ONE for any one of the lots, portions of which are so conveyed or encumbered or having a greater area than any of the lots, portions of which are so conveyed or encumbered. Thereafter, when 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 case the remaining portion of any lot shall, for the purpose of this covenant, be treated as a whole lot.

5. Fences. No fence or wall higher than six feet (6') shall be constructed across the rear property line of any lot; nor shall any fence or wall be constructed upon any lot unless

the design and style and plans approved by said Commission. Fences or walls constructed within the area of the minimum front or side street setback lines (as defined in Paragraph 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 feet (6') 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 buildings shall be placed upon such easements or interference be made with the free use of the same for the purposes intended.

7. 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.

8. 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.

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 Architectural Committee.

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. Horses may be kept for single family use subject to rules and regulations of the County of Madison, and approval of the Architectural Committee.

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 incinerators or other equipment for the storage or disposal of such refuse 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. Right of Way and Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at intersections between two and six (2 and 6) feet above the roadway, shall be permitted to remain on any corner lot within the intersection.

is formed by the street property lines and a line connecting them at points twenty-five feet (25') 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. The trees shall be permitted to remain within such distance of such intersection, unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines.

11. 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.

12. Care of Properties. All vacant lots in this subdivision shall at all times be kept free of rubbish and litter; weeds and grass shall be cleared out or kept well mown so as to present a neat appearance. The yards and grounds in connection with all improved properties shall be at all times kept in a neat and properly condition and shall be cultivated and planted to any extent sufficient to maintain an appearance not out of keeping with the typical improved properties in this subdivision. Parties prolonged absent, owner of said lot agrees he will assume for the care of the property during such absence. In the event a lot owner does not maintain his lot in a neat, proper manner, any his neighbors, acting in concert, may have said lot cleared up and the cost thereof, within 30 days thereafter upon filing an affidavit that said owner refuses to maintain said lot in a neat and proper manner, may file said affidavit in the Office of the County Recorder of Maricopa County, State of Arizona, showing the amount therein and to whom it was paid and the care and maintenance thereof shall constitute a lien against said lot. No parking, loading, unloading, or stacking of goods, or trailers will be permitted in the street, and further no vehicles other than passenger cars and pickup trucks will be parked in open spaces.

13. The Drainage Easement. Whenever shall not at any time hereafter fill, block, or obstruct any drainage easement and drainage structures on the domestic lots, nor shall partition fence or wall be erected on any drained premises, any barrier or obstruction for the passage directly or indirectly, of water, sewage, or effluent, or any such drainage easement or any drainage structure, and purchaser agrees to make good forever to the owner of the domestic lots, and to the owner of the domestic lots, all damage which may be caused to the said drainage easement and structures on the domestic lots, and the owner agrees to repair at his own expense all damage to any drainage on any lot which may be caused directly or indirectly by filling, blocking or filling, any such drainage

17. Architectural Control Committee. The Architectural Control Committee shall be composed of Edward B. Koch, Jean D. Koch and William C. Loftus

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. At any time, the then record owners of a majority of the 330 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 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 within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, 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 benefit of the covenants herein contained as against all of the other lots in said tract which shall constitute the servient tenements.

20. Term. 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 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 instrument. "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 said tract to prosecute any proceeding at law or in equity against the person or persons 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, 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.

24. Sovereignty. Invalidity of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, STEWART TITLE & TRUST OF PHOENIX, as Trustee, has caused its corporate name to be signed by the undersigned officers duly authorized this 25th day of March, 1970.

STEWART TITLE & TRUST OF PHOENIX, as Trustee

By: S. M. Gillett
Vice President

Attest: Helen Purcell
Trust Officer

STATE OF ARIZONA)
Country of Residence) ss

On this, the 25th day of March, 1970, before me, the undersigned Notary Public, personally appeared S. M. Gillett and Helen Purcell, who acknowledged themselves to be the Vice President and Trust Officer of STEWART TITLE & TRUST OF PHOENIX, a corporation, and that they as such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by themselves as such officers.

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

Yvonne L. Loomis
Notary Public

My Commission Expires
Jan. 17, 1972

DATE OF RECORDING	8858	STEWART TITLE & TRUST
PAUL H. MARSTON, Maricopa County Notary Public, My Comm. Expires Jan. 17, 1972		