

WHEN RECORDED, RETURN TO
ARIZONA TITLE INS. & TR. CO.
111 W. Monroe, Phoenix, AZ
ATTN: Trust Administration
Trust 3520

140622

02-R MISC.

0010146 580

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That FIRST SERVICE CORPORATION, an Arizona corporation, being the owner of the following described premises, situate within the County of Maricopa, State of Arizona, to-wit:

Lots One (1) through Twenty-Eight (28), Fifty-Two (52), Fifty-Three (53), Fifty-Four (54), Sixty (60) through Seventy-Two (72), Eighty (80) through Eighty-seven (87), Eighty-Nine (89) through Ninety-Three (93), SUNSET NORTH UNIT SIX, according to the plat of record in the office of the Maricopa County Recorder in Book 159 of Maps, at Page 18 thereof.

and that ARIZONA TITLE INSURANCE AND TRUST COMPANY, an Arizona corporation, as Trustee, being the owner of the following described premises, situate within the County of Maricopa, State of Arizona, to-wit:

Lots Twenty-Nine (29) through Fifty-One (51), Fifty-Five (55) through Fifty-Nine (59), Seventy-Three (73) through Seventy-Nine (79) and Eighty-Eight (88), SUNSET NORTH UNIT SIX, according to the plat of record in the office of the Maricopa County Recorder in Book 159 of Maps, at Page 18 thereof.

and desiring to establish the nature of the use and enjoyment thereof, do hereby declare said premises subject to the following express covenants, stipulations and restrictions as 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. All the lots shall be known and described as residential lots.

2. No garage or other building whatsoever shall be erected on any of said residential lots until a dwelling house shall have been erected or until a contract with a reliable and responsible contractors shall have been entered into for the construction of a dwelling which shall comply with the restrictions as herein contained. Prior to the erection or after the erection of such dwelling house, no detached garage or other outbuilding shall be used for residential purposes.

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

3. No structure shall be erected, altered or permitted to remain on any of said residential lots other than one detached single-family dwelling and a private garage or carport.

4. No single-family dwelling house having a reasonable cost of less than \$20,000.00 and having a ground floor area of less than 1250 square feet, exclusive of open porches, pergolas or attached garage, shall be erected, permitted or maintained on any of said lots.

5. The front walls of any dwelling house or other building shall not be closer than thirty (30) feet to nor farther than sixty-five (65) feet from the front property line. The side walls of any building erected on said lots shall not be nearer than seven (7) feet to the side lot line, and open carports with frame storage rooms attached or detached to masonry wall, shall not be nearer than three (3) feet to the side lot line; PROVIDED, HOWEVER, that this restriction shall not apply to a garage located on the rear one-third (1/3) of a lot; PROVIDED, FURTHER, that this restriction shall not prevent any person who owns adjoining lots or adjacent portions of adjoining lots from constructing a dwelling closer than seven (7) feet to the lot line common to lots or portions thereof under such common ownership, but in such a case such lots or portions thereof under a common ownership shall be treated as a whole lot, and the restrictions set forth herein shall apply thereto.

6. No solid wall or fence over 3 1/2 feet high shall be constructed or maintained closer than twenty (20) feet to the front lot line of any lot. No side or rear fence and no side or rear wall, other than the walls of the building constructed on said lots, shall be more than six (6) feet in height. No hedge more than 3 1/2 feet in height shall be permitted closer than twenty (20) feet to the front lot line of any lot.

7. None of said lots shall be used for residential purpose prior to the installation thereon of water flush toilets and all bathrooms, toilets or sanitary conveniences shall be inside the building permitted hereunder. Until such time as sewers may be available, all bathrooms, toilets or sanitary conveniences shall be connected to septic tanks and cesspools constructed according to standard Maricopa County Health Department specifications. The cesspool shall be deep enough to prevent water from coming to the surface. When and after sewer service becomes available to any of said lots such toilets, bathrooms and sanitary conveniences thereafter installed in the building on such lot shall be connected to such sewer system.

8. None of said lots shall be subdivided into smaller lots or be conveyed or encumbered in less than the full dimensions thereof, as shown by said plat; provided however, that this restriction shall not be deemed to prohibit any of the following:

(a) the division of any lot between the owners of adjoining lots by the conveyance or encumbrance of portions thereof (aggregating the entirety thereof) to such adjoining lot owners;

(b) the resubdivision of adjoining lots under common ownership if the average area and average street frontage of each of the resubdivided lots will be equal to or greater than the average area and average street frontage of each of the lots so resubdivided as shown by said plat (the average area or average street frontage of any such lot to be computed by dividing the number of lots involved into the total area or street frontage of such lots).
or

(c) the dedication or conveyance of portions of lots for public utilities.

Any parcel in common ownership resulting from the division referred to in Subparagraph (a) above, any lot resulting from the resubdivision referred to in Subparagraph (b) above, and any portion of a lot remaining after the dedication or conveyance referred to in Subparagraph (c) above to be thereafter considered as one "lot" for the purposes hereof.

9. No structure of any kind shall be erected on, over or across the easements for public utilities as shown on said plat of SUNSET NORTH UNIT SIX.

10. No livestock or poultry shall be kept on any of said lots, and no store, office or other place of business of any kind, and no hospital, sanitarium, or other place for the care or treatment of the sick or disabled, physically or mentally, nor any theatre, saloon or other place of entertainment shall be erected or permitted upon any of said lots, or any part thereof, and no business of any kind or character whatsoever shall be conducted in or from any residence on said lots.

11. All residential buildings shall be of a type usually found in choice residential districts, and no residence building shall be permitted of any unsightly construction.

12. The foregoing restrictions and covenants run with the land and shall be binding on all persons owning any of said lots in SUNSET NORTH UNIT SIX and all persons claiming under such owners until January 1, 1992, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless by a vote of a majority of the then owners of the said lots in said SUNSET NORTH UNIT SIX it is agreed to change the said covenants in whole or in part.

Deeds of conveyance of said property or any part thereof, may contain the above restrictive covenants by reference to this document, but whether or not such reference is made in such deeds, each and all of such restrictive covenants shall be valid and binding upon the respective grantees. Violation of any one or more of such covenants may be restrained by any court of competent jurisdiction and damages awarded against such violator; 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.

Enforcement of any one of these covenants or restrictions 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, ARIZONA TITLE INSURANCE AND TRUST COMPANY, an Arizona corporation, as Trustee, and FIRST SERVICE CORPORATION, an Arizona corporation, have hereunto caused their corporate names to be signed and their corporate seals to be affixed and the same to be attested by the signatures of their duly authorized officers, this 21 day of May, 1973.

ARIZONA TITLE INSURANCE AND TRUST
COMPANY, an Arizona corporation,
as Trustee

BY: [Signature]
Assistant Vice-President

FIRST SERVICE CORPORATION
an Arizona corporation

BY: [Signature]

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the 21 day of May, 1973, before me, the undersigned officer, personally appeared Sergei N. Klimow who acknowledged himself to be the President of the FIRST SERVICE CORPORATION, a 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.

My commission expires:
1974

[Signature]
Notary Public

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the 21 day of May, 1973, before me, the undersigned officer personally appeared STANLEY J. [Signature] who acknowledged himself to be the First Vice President of the 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.

My commission expires:
1974

[Signature]
Notary Public

ARIZONA TITLE
MAY 21 1973-2 02
[Handwritten notes and stamps]