

# Unofficial Document

## DECLARATION OF RESTRICTIONS

### KNOW ALL MEN BY THESE PRESENTS:

That the PHOENIX TITLE AND TRUST COMPANY, a corporation, as Trustee, being the owner of the following lots in MARION ESTATES REPLATTED NO. 2, a subdivision situate in Maricopa County, State of Arizona, to-wit:

Lots Seventy-three (73) through One Hundred Sixteen (116) inclusive, MARION ESTATES REPLATTED NO. 2, according to the plat of record in the office of the County Recorder, Maricopa County, Arizona, in Book 72 of Maps, page 2 thereof;

hereby declares the following covenants, stipulations and restrictions, all of which are to be construed as restrictive covenants running with the title to the lots in MARION ESTATES REPLATTED NO. 2 to provide a uniform plan for the use and enjoyment thereof; and that all conveyances of said lots hereafter made shall be subject to the said covenants, conditions, stipulations and restrictions.

1. All of the lots in MARION ESTATES REPLATTED NO. 2, shall be known and described as residential lots.
2. No structure whatever other than one private, single family dwelling together with a private garage for not more than three (3) cars, a guest house, and servant quarters, shall be erected, placed or permitted to remain on any of the lots.
3. No store, office or other place of business of any kind and no hospital, sanatorium, 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, or any church, shall ever be erected or permitted upon any of the lots, or any part thereof, and no business of any kind or character whatever shall be conducted in or from any residence on the lots.
4. The principal dwelling on all lots shall have a minimum fully enclosed floor area devoted to living purposes, exclusive of porches, terraces, garage, guest house and servant quarters of 1600 square feet.
5. The following building location restrictions shall apply: (a) No structure shall be located nearer than thirty (30) feet to any front property line; (b) No structure shall be located nearer than ten (10) feet to any side property line or twenty (20) feet to any street which is a side line. Where the topography or location of the property lines of any lots prevents reasonable construction of the permitted structures within the specified area, the Architectural Control Committee hereinafter described may by affirmative action permit a variation from the requirements of this restriction. In no event shall the Committee permit a structure to be located nearer than ten (10) feet to any side line except on the rear 1/3 of a lot which shall have a five (5) feet side line restriction. If any dispute arises as to what constitutes a street, rear, or side line, the decision of the Committee shall be final.
6. No structure shall be erected, altered, placed or permitted on the lots which exceeds in height twenty (20) feet from the highest finished grade line immediately adjoining the foundation of the structure. In no event will a two story house be permitted. This is not to exclude split-level houses.
7. No lot shall be resubdivided into smaller lots nor conveyed or encumbered in less than the full original dimension of the lot as shown by the plat of MARION ESTATES REPLATTED NO. 2, except for public utilities. This restriction shall not prevent the conveyance or encumbrance of adjoining or contiguous lots or parts thereof in such a manner as to create parcels of land in a common ownership having the same or greater street frontage than the street frontage shown on the plat of MARION ESTATES REPLATTED NO. 2, or having less area than any one of the lots, portions of which are so conveyed or encumbered. Thereafter, such parts of adjoining or contiguous lots in such common ownership, shall, for the purposes 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 event the remaining portion of the lot shall, for the purpose of this provision be treated as a whole lot.

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8. No building, fence, wall or other structure shall be commenced, erected or maintained, until the plans and specifications, showing the nature, kind, shape, height, materials, floor plans, location and approximate cost of such structure shall have been submitted to and approved by the Architectural Control Committee, hereinafter described, and a copy thereof, as finally approved, lodged permanently with said Committee. The Committee shall have the right to refuse to approve any such plans or specifications or grading plan, which are not suitable or desirable, in its opinion, for aesthetic or other reasons, and in so passing upon such plans, specifications and grading plans, it shall have the right to take into consideration the suitability of the proposed building or other structure, and of the materials of which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure as planned, on the outlook from the adjacent or neighboring property. All subsequent additions to or changes or alterations in any building, fence, wall or other structure shall be subject to the prior approval of the Architectural Control Committee.

The Architectural Control Committee shall be composed originally of three members selected by Gullom Land Company, Inc. In the event of death, incapacity or resignation of a member of the committee, the remaining members shall have full authority to designate a successor. The members of the Committee shall not be entitled to any compensation for services performed under this covenant. When 75% of the lots have been sold, then the record owners of a majority of the lots shall have the power through a duly recorded instrument to change the membership of the Committee.

9. An entire lot, together with the improvements thereon, may be rented by the owner to a single family, but not otherwise.

10. No livestock or poultry, including but not by way of limitation, horses, cows, mules, asses, sheep, goats, swine, chickens, turkeys or pigeons, shall be kept on any of the lots, and a maximum of two household pets per family. This restriction is not intended to prohibit horseback riding upon and across MERION ESTATES REPLATTED NO. 2.

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11. No temporary house, trailer, tent, garage, or other out-buildings shall be placed or erected on the lots, and no dwelling shall be occupied in any manner at any time prior to completion. The work of constructing the dwelling shall be prosecuted diligently from the commencement thereof until completion.

12. With the exception of one "For Rent" or "For Sale" sign, no advertising signs, billboards, unsightly objects or nuisances shall be erected, placed, or permitted to remain on any lot; nor shall the lots be used in any way or for any purpose which may endanger the health or unreasonably disturb the holder of any other lot.

13. No elevated tanks of any kind shall be erected, placed or permitted upon the lots. Any tanks for use in connection with any residence on the lots, including tank for storage of gas, fuel oil, gasoline or oil, must be buried or kept screened by adequate planting to conceal them from neighboring lots and streets.

14. All clothes lines, equipment, service yards, woodpiles or storage piles shall be kept screened by adequate planting or wall or fence so as to conceal them from view of neighboring lots and streets. All rubbish, trash or garbage shall be removed from the lots and shall not be allowed to accumulate thereon, and shall not be burned except by use of incinerator and then only between the hours of 6 A.M. and 10 A.M.

15. No prefabricated building may be moved onto any of said lots.

The aforesaid provisions, restrictions and covenants, and each and all thereof, shall run with the land and every part thereof, and shall be binding on all the parties and all persons claiming under them until November 25, 1996 after which time they shall be automatically extended for a period of twenty-five (25) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change the same in whole or in part.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate the aforesaid provisions, restrictions, and covenants, either to restrain violation or to recover damages, or both.

Invalidation of any one of these restrictions by judgment or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the PHOENIX TITLE AND TRUST COMPANY, as Trustee, 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 duly authorized officers, this 3rd day of May, 1957.



PHOENIX TITLE AND TRUST COMPANY, AS TRUSTEE

By Charles S. Voigt  
Vice President

Attest: R. Brechner  
Assistant Secretary

STATE OF ARIZONA )  
                          ) ss.  
County of Maricopa)

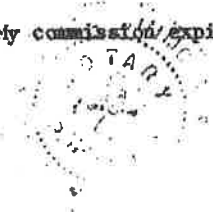
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On this, the 3rd day of May, 1957, before me, the undersigned officer, personally appeared Charles S. Voigt and R. Brechner who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of PHOENIX TITLE AND TRUST COMPANY, 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, as Trustee, by themselves as such officers, respectively.

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

My commission expires: 1-8-60

Hazel Harrison  
Notary Public



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STATE OF ARIZONA )  
County of Maricopa ) ss  
I hereby certify that the within  
instrument was filed and recorded  
at request of Phoenix Title  
and Trust Co.  
MAY 6 1957 9-00 AM  
In Docket 170  
on page 159-414  
Witness my hand and official seal  
the day and year aforesaid.  
N. E. Kelly Moore  
County Recorder  
By Mr. Moore  
Deputy Recorder