

WHEN RECORDED MAIL TO:
Lawyers Title of Arizona
P. O. Box 2997
Phoenix, Arizona

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02-R. MISC.
167990

STATE OF ARIZONA }
County of Maricopa } ss
I hereby certify that the
within instrument was filed and
recorded at request of
Lawyers Title of ARIZONA
Aug 2 11-2 55
3858
in Docket 170-115
on page 170-115
Witness my hand and official
seal the day and year aforesaid.
PAUL N. MARICOPA
County Recorder
By *[Signature]*
Deputy Recorder

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Lawyers Title of Arizona, an Arizona corpora-
tion, as Trustee under Trust No. 1096, is the owner of the fol-
lowing described premises, situated within the County of Maricopa,
State of Arizona:

Lots 48, 49, 50, 55, 56, and 57, Camelback Country
Club Estates Two, according to the plat of record in
the office of the Maricopa County Recorder in Book 139,
Page 34; and

Lots 63 through 70, inclusive, Camelback Country Club
Estates Two, amended, according to the plat of record
in the office of the Maricopa County Recorder in Book
140, Page 3 (hereinafter called "Lot," in the singular
and "Lots," in the plural); and

WHEREAS, Lawyers Title of Arizona will convey the said
properties, subject to certain protective covenants, conditions,
restrictions, reservations, liens, and charges as hereinafter set
forth;

NOW, THEREFORE, Lawyers Title of Arizona hereby declares
that all of the properties described above shall be held, sold,
conveyed, leased, encumbered, used, occupied, and improved, sub-
ject to the following easements, restrictions, covenants, and con-
ditions, all of which are for the purpose of enhancing and protec-
ting the value thereof and of insuring a uniform plan for the
development of the real property for the mutual benefit of all of
the property described herein and the owners thereof, their heirs,
successors, grantees, and assigns.

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1. All of the Lots described above shall be used for residential purposes only.

2. CAMELBACK ESTATES, a partnership composed of Robert W. Goldwater and Arthur E. Petersen, or its successor (hereinafter called the "Developer"), shall have the authority, at any time and from time to time, to appoint and remove the members of an Architectural and Landscaping Control Committee (hereinafter called the "Committee") for the Lots. The Committee shall consist of five members. If, at any time, it has less than five members, any one or more members designated by the Developer shall have the voting power of two or more members (but the aggregate of the votes of all members shall not exceed five). The Developer must appoint as members two persons who each own or have an interest in separate Lots at any time when there are two or more such persons who notify the Committee in writing that they will serve as members of the Committee. The Committee so appointed shall have the powers, rights, and duties hereinafter set forth. Any action of the Committee may be taken by a majority vote, and the members of the Committee may act without a formal meeting.

3. Once all of the Lots have been sold by the Developer, and released from Trust No. 1096, all five members of the Committee shall be elected annually by the owners of the Lots. The election will be conducted at a meeting of the Lot owners on the First Tuesday in February, commencing with the first such day following the sale by the Developer of all such Lots. There shall be one vote for each Lot, regardless of the number of persons having an interest therein; provided, however, that in the event more than one Lot is owned by the same person, persons, firm, partnership, or corporation, that person, persons, firm, partnership, or corporation shall be entitled to one vote for each three (3) Lots owned by that person, persons, firm, partnership, or corporation, in accordance with the following examples:

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1 thru 3 lots	1 vote
4 thru 6 lots	2 votes
7 thru 9 lots	3 votes
10 thru 12 lots	4 votes, etc.

4. The vote for each Lot cast pursuant to Section 3 must be cast as a unit, and fractional votes shall not be allowed. In the event that joint owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. In the event more than one vote is cast for a particular Lot, none of said votes shall be counted. If any owner or owners casts a vote representing a certain Lot, it will thereafter be conclusively presumed for all ^{Unofficial Document} purposes that he or they were acting with the authority and consent of any other owners of the same Lot. The right to vote may not be severed or separated from the Lot ownership to which it is appurtenant, and any sale, transfer or conveyance of such Lot to a new owner or owners shall operate to transfer the appurtenant vote without the requirement of any express reference thereto.

5. The general purpose of the Committee shall be to insure that a high standard of design and quality of materials is maintained throughout this subdivision for the mutual benefit of all the property owners and to take such action, in its absolute discretion and consistent with the purposes of this Declaration, as it may determine to be reasonably appropriate to enforce the covenants, conditions, and restrictions contained herein. The Committee may exercise all powers granted to it under this Declaration in its absolute discretion and will not be bound in exercising that discretion by any of its earlier actions.

6. The Committee shall have the power and authority, from time to time, in its own name and on its own behalf, or on the behalf of any owner of a Lot who consents thereto, to commence and maintain actions and suits to restrain and enjoin any breach of threatened breach of this Declaration and to enforce, by mandatory junction or otherwise, any of the provisions of this Declaration.

7. The Committee shall have the authority to assess against each Lot covered by this Declaration such sums as are necessary or appropriate to meet the costs of providing any of the following services, which the Committee, in its absolute discretion, determines to be ^{Unofficial Document} appropriate and which it shall be under no obligation to provide: To provide and maintain a security system for the owners of the property subject to this Declaration, including but not limited to the construction and maintenance of a gate house or houses; and to pay all of the costs, including attorneys' fees, whether or not suit is brought, incurred in enforcing any of the covenants, conditions, and restrictions of this Declaration. Any such assessment shall be in an equal amount against each Lot on which a completed residence has been constructed, and in an equal amount which is one-half thereof against each other Lot sold by Developer, but on which a completed residence has not been constructed.

8. No building or other structure, including fences and walls, shall be erected, altered or repaired on any Lot until the building plans, specifications, and plot plan showing the location, elevation grade lines, dimension, design, and building materials of such building or other structure, or until

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such other description of the proposed work as shall be acceptable to the Committee, has been approved in writing by the Committee. Two sets of such plans, specifications, and plot plans or other description shall be submitted to the Committee. The Committee, before giving such approval, may require that changes be made to comply with such requirements as the Committee may, in its absolute discretion and consistent with the purposes of this Declaration, impose as to the structural features of said building or other structure, the type of building material used, or other features or characteristics thereof not expressly covered by any of the provisions of this Declaration, including the location of the building or other structure with respect to Unofficial Document topography, natural drainage, and finished ground elevation. The Committee, in its absolute discretion and consistent with the purposes of this Declaration, may also require that the exterior finish and color and/or exterior lighting and the architectural style or decoration of such building or other structure shall be such as the Committee shall deem to be suitable in view of the general architectural style and character of structures erected or to be erected in the subdivision. The exterior surface of any building or other structure shall not be repainted or refinished in a color or manner differing from the previous painting or finishing of such building or other structure until the Committee shall have given its written approval of such repainting or refinishing following the submission of an acceptable description of the work proposed to be done.

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9. No substantial landscaping, planting, or replanting of any area of a Lot shall be commenced until such landscaping plan showing the proposed planting and landscaping has been approved in writing by the Committee. Two sets of all such drawings and descriptions constituting such landscaping plan shall be submitted to the Committee. The Committee, before giving such approval, may require that changes be made to comply with such requirements as the Committee, in its absolute discretion and consistent with the purposes of this Declaration, may impose to assure that such plan shall be suitable.

10. Under no circumstances shall any building, structure, planting, or landscaping be erected, added, removed, or altered within that portion of any Lot lying within a golf course easement or subject to a golf course lease.

11. Neither the Committee nor any member thereof shall be responsible for structural or other defects of any kind or nature whatsoever in plans or specifications submitted to the Committee and/or in structures or improvements erected in accordance therewith.

12. No building may be erected or maintained upon any Lot except one single family dwelling with private appurtenant garages and customary outbuildings. No such building shall be erected or commenced without the prior written approval of the Committee, applied for and granted in the manner hereinabove set forth.

13. No trailer, outhouse, shed, tent, or any temporary buildings of any kind shall be erected or maintained on any Lot; provided, however, that the conditions herein contained shall not be construed to prevent Lawyers Title of Arizona, the

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Developer, or the authorized representatives of either, from constructing and maintaining buildings or improvements necessary or appropriate to the development or improvement of the property.

14. The work of constructing any residence or building shall be prosecuted diligently and continuously from the commencement thereof until the same is completed. All structures shall be suitably finished, colored, painted, or stained immediately upon completion.

15. No building erected or constructed elsewhere shall be moved onto any Lot or without the prior written approval of the Committee.

16. No horse trailer, living trailer, house car, or "camper," boat or boat trailer, shall be parked on any road or Lot, either temporarily or permanently, except when the Lot owner is in the process of removing it or placing it in a structure specifically approved for that purpose by the Committee, pursuant to the provisions of this Declaration, nor shall any motor vehicle not capable of being operated be parked for longer than forty-eight (48) hours outside of a garage of any Lot. Other than customary minor maintenance work and minor emergency repairs, there shall be no painting, repainting, or mechanical work done on any such vehicle on any Lot site.

17. Representatives of Lawyers Title of Arizona or any member of the Committee shall have the right at all times to enter on any unimproved Lot, or upon the exterior portions of any improved Lot after reasonable notice to the owners thereof, or on request of the owners thereof, to maintain and/or conform the same to the requirements of this Declaration, to plant or replant, trim, cut back, remove, replace, and/or maintain hedges, trees, shrubs, or flowers, on the area and/or to keep cultivated and/or remove plants, as may be necessary to enforce the requirements of this

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Declaration and such persons shall not thereby be deemed guilty in any manner of trespass.

18. No building or structure shall be erected on any Lot, the front walls of which are closer than forty (40) feet from the front property line; the side walls thereof shall not be closer than twenty (20) feet to the side lot line or ten percent (10%) of the width of the Lot, whichever is greater; nor shall the rear walls thereof be closer than forty (40) feet from the rear property line; nor shall any building, structure, planting, or landscaping be erected, added, removed, or altered within that portion of any Lot lying within a golf course easement or subject to a golf course lease.

19. No structure which exceeds two (2) stories in height shall be erected, altered, placed, or permitted to remain on any of the Lots described in this Declaration.

20. No Lots described in this Declaration shall be used for residential purposes prior to installation thereon of water flush toilets; and all bathrooms, toilets, or sanitary conveniences shall be inside of the buildings permitted hereunder. All bathrooms, toilets, or sanitary conveniences shall be connected to the sewer system.

21. No Lot shall be subdivided into smaller Lots nor conveyed or encumbered in less than the full original dimensions of such Lot, except for purposes in connection with the installation or maintenance of public utilities; provided, that this restriction shall not prevent the conveyance or encumbrance of adjoining or contiguous Lots or parts of such Lots in such manner as to create parcels of land in a common ownership having the same or a greater street frontage than the street frontage originally shown. Thereafter, such parts of adjoining or

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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 any such Lot shall, for the purpose of this provision, be treated as a whole Lot.

22. No structure of any kind or nature shall be erected, permitted, or maintained on, over, or across the easements for utilities as shown on the recorded plat of this subdivision.

23. Waste, refuse, or garbage shall not be burned on the Lots, but shall be deposited in a place to be designated by the Committee. If and when a garbage and refuse collection service is inaugurated, each Lot owner ^{Unofficial Document} must use such service. All rubbish, trash, garbage, or other waste material shall be removed forthwith and shall not be allowed to accumulate on any Lot. Failure to comply with this provision automatically grants a right to authorized representatives of Lawyers Title of Arizona and to members of the Committee, or its authorized representatives to enter upon any Lot for purposes of removing said rubbish, trash, garbage, or other waste material, and all expenses so incurred shall be a charge against this Lot and, until paid, shall constitute a lien upon the Lot which may be foreclosed pursuant to the laws governing mechanics' liens. Unless evidence of said lien is properly recorded in the Maricopa Recorder's office, third parties shall have no duty to make inquiry as to the existence of any such lien. Persons entering upon any Lot pursuant to this paragraph shall not thereby be deemed guilty in any manner of trespass.

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24. No Lot owner, nor anyone acting under his direction, will be allowed to cover, bridge, or otherwise interfere with existing drainage ditches or culverts without the prior express written approval of the Committee.

25. No Lot described in this Declaration shall at any time be used as a wrecking yard or junk yard, or to stable or otherwise maintain horses, nor for any purposes in connection therewith, nor shall any Lot be put to any use which will or may create a public or private nuisance or a hazard to the lawful use of any other property. No well drilling, quarrying, or mining operations of any kind shall be permitted on any Lot.

26. No advertising signs (except one of not more than three (3) square feet, "For Rent" or "For Sale" sign per Lot) shall be erected, placed, or permitted on any parcel without the express written consent of the Committee. No billboards, unsightly objects, or nuisances shall be erected, placed, allowed, or permitted to remain on any Lot, nor shall any Lot be used in any way for any purpose which may endanger the health or unreasonably disturb the buyers or owners of any other Lot.

27. No building, residence, improvement structure upon any Lot shall be permitted to fall into disrepair, and the owners thereof shall keep each such building and structure at all times in good condition and adequately painted or otherwise finished. Such owners shall maintain in good repair the exterior faces, including but not limited to, walls, roofs, porches, patios, and appurtenances. Nothing shall be done in or to any such building which will impair the structural integrity of any building except in connection with alterations or repairs specifically permitted or required by the Committee. Carports and garages must be kept in a neat and tidy manner at all times, the determination of which shall be solely vested in the Committee.

28. The owner of each Lot shall at all times keep shrubs, trees, grass, and plantings of every kind on his Lot neatly trimmed, properly cultivated, and free of trash, weeds, and other unsightly material.

29. No animals or fowl, poultry, or livestock, other than a reasonable number of recognized domestic household pets, shall be maintained or permitted on any Lot, and then only if they are kept, bred, or raised thereon solely as household pets and not for commercial purposes. No such animal or fowl shall be allowed to make an unreasonable amount of noise or otherwise to become a nuisance. No structure for the care, housing, or confinement of any such animal or fowl shall be maintained so as to be visible from neighboring property. Upon the request of any Lot owner, the Committee shall determine, in its sole discretion and consistent with the purposes of this Declaration, whether for the purposes of this paragraph a particular animal or fowl shall be considered to be a domestic household pet, or a nuisance, or whether the number of animals or fowl on any Lot is reasonable. Any decision rendered by the Committee shall be enforceable as other restrictions contained herein.

30. No antenna for transmission or reception of television or radio signals, or for any other purpose, nor any other form of electromagnetic radiation shall be erected, used, or maintained outdoors, whether attached to a building or structure or otherwise, unless approved by the Committee.

31. Outside clotheslines or other outside clothes drying facilities shall be maintained exclusively within a fenced service yard or otherwise concealed by a walled area, the plans and specifications for which have been previously approved by

the Committee pursuant to the terms of this Declaration, and shall not be visible for neighboring property.

32. At least thirty (30) days prior to the commencement of each fiscal year, the Committee shall estimate the costs and expenses to be incurred by it during such fiscal year in performing its functions under this Declaration. The amount so determined shall be levied as an assessment against each Lot and against each owner individually. The amount of each assessment may vary from year to year, and may vary in any one year as between improved and unimproved Lots, consistent with the provisions of Paragraph 7.

33. Assessments for the current fiscal year shall be due and payable in full within Unofficial Documently (30) days of the date the assessment is levied, or at such other time as the Committee shall designate. An unpaid assessment shall be deemed delinquent thirty (30) days after the assessment is levied and a delinquent assessment shall bear interest at the maximum legal rate from the date the assessment becomes delinquent, until paid in full. The Committee shall levy assessments by sending notice of the assessment to the Lot owners by regular mail, addressed to the last known address of the Lot owner and postmarked no later than the first day of the fiscal year for which the levy is assessed.

34. The Committee may levy a special assessment against any Lot owner as a result of whose failure to comply with this Declaration monies are about to be or were expended by the Committee in performing its functions under the Declaration.

35. Each assessment levied hereunder shall be a separate, distinct, and personal debt and obligation of the Lot owner against whom the same is assessed, and shall constitute a lien

and charge upon the Lot to which the assessment relates. Each Lot owner, by acceptance of a deed relating thereto or by acceptance of any other document or instrument conveying an ownership interest in a Lot, whether or not it shall be so expressed in any such deed or other document or instrument, is and shall be deemed to covenant and agree to pay to the Committee the assessments provided for herein, and agrees to the enforcement of the assessments in the manner herein specified. In the event the Committee employs an attorney or attorneys for collection of any assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, or for any other purpose in connection with the breach of this Declaration, each Lot owner agrees to pay reasonable attorneys' fees and costs thereby incurred, in addition to any other amounts due from the owner or any other relief or remedy obtained against said owner. In the event of a default in payment of any such assessment when due, in which case the assessment shall be deemed delinquent, and in addition to any other remedies herein or by law provided, the Committee may enforce each such obligation in any manner provided by law or in equity, or without any limitation of the foregoing, by either or both of the following procedures:

(a) The Committee may bring a suit at law against each Lot owner to enforce each such assessment obligation. Each Lot owner agrees that any judgment rendered in any such action shall include a sum for reasonable attorneys' fees in such amount as the Court may adjudge against the defaulting Lot owner, plus all Court costs and necessary expenses and accounting fees incurred by the Committee, plus interest on the amount of said assessment at the maximum legal rate allowed by law from the date the assessment becomes delinquent until paid in full.

(b) The Committee shall give notice to each Lot owner whose assessment is due and unpaid by mailing to said Lot owner a copy of a notice and claim of lien which shall state the following:

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- (1) The last known name of the delinquent Lot owner;
- (2) The legal description and street address of the Lot against which claim of lien is made;
- (3) The amount claimed to be due and owing (with any proper offset allowed);
- (4) That the claim of lien is made by the Committee pursuant to the terms of the Declaration; and
- (5) That a lien is claimed against the Lot in an amount equal to the amount of the stated delinquency.

The Committee shall immediately record a duly executed original or copy of such notice and claim of lien and the lien claimed therein shall immediately attach and become effective as a lien upon the Lot against which such assessment was levied. Each default in payment of an assessment shall constitute a separate basis for a claim of lien or a lien, but any number of defaults may be included within a single notice and claim of lien. The amount of the lien shall include the amount of all unpaid assessments, plus interest on the amount of the assessment at the maximum legal rate from the date the assessment becomes delinquent until paid in full, plus a lien charge to cover recording, legal and accounting expenses incident thereto. Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a realty mortgage or trust deed as set forth by the laws of the State of Arizona, as the same may be changed or amended. In the event such foreclosure is by action in court, reasonable attorneys' fees, court costs, title search fees, interest, and all other costs and expenses shall be allowed to the extent permitted by law.

36. The lien or liens created hereby upon any Lot shall be subject to and shall not affect the rights of the holder of an indebtedness made in good faith, for value, and secured by a duly executed mortgage upon such Lot recorded prior in time to the recording of the notice and claim of lien provided for above, in favor of or for the benefit of an institutional lender (meaning a bank, insurance company, or savings and loan or building and loan association). However, after the foreclosure of any such mortgage by any such institutional lender, there may be a lien created on the interest of the purchaser at such foreclosure sale to secure all assessments hereunder assessed

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to such purchaser as a Lot owner after the date of such foreclosure sale, which said lien shall have the same effect and be enforced in the same manner as provided herein.

37. These restrictions may be amended by an instrument signed by the record owners of not less than seventy-five percent (75%) of the Lots. Any amendment must be properly recorded.

38. The foregoing covenants, conditions, and restrictions run with the land and shall be binding on all persons owning, having or acquiring any right, title, or interest in any of said Lots until twenty (20) years from date, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless by ^{Unofficial Document} a vote of a majority of the then owners of the Lots described in the Declaration it is agreed to amend these covenants in whole or in part.

39. Deeds of conveyance of said property, or any part thereof, may contain the above covenants, conditions, and restrictions by reference to this document, but whether or not such reference is made in such deeds, or any thereof, each and all of such covenants, conditions, and restrictions shall be binding upon the respective grantees, their heirs, successors, and assigns.

40. If there shall be violation or threatened or attempted violation of any of these covenants, conditions, or restrictions, it shall be lawful for any person or persons owning any Lot situated in the subdivision to prosecute proceedings at law or in equity to enjoin from, and/or receive damages for, each and every violation or threatened violation of any of the covenants, conditions, or restrictions herein contained. However,

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a violation of these covenants, conditions, and restrictions, or any one or more of them, shall not affect the lien of any mortgage now on record, or which may hereafter be placed of record upon said Lots or any part thereof.

41. Nothing contained herein shall be construed to grant to any Lot owner appurtenant rights with respect to any property not covered hereby or to grant to any owner of property not covered hereby appurtenant rights with respect to any Lot.

42. Invalidation of any one or more of these covenants, conditions, and restrictions shall in nowise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, LAWYERS TITLE OF ARIZONA 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 2nd day of August, 1971.

LAWYERS TITLE OF ARIZONA

By: Vernon R. Engel
Trust Officer

~~XXXXXXXX~~

STATE OF ARIZONA)
County of Maricopa) ss:

On this the 2nd day of August, 1971, before me, the undersigned notary public, personally appeared VERNON R. ENGEL and Trust Officer who acknowledged ~~themselves~~ to be the ~~President and Secretary~~ ~~respective~~, of LAWYERS TITLE OF ARIZONA, 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 ~~President and Secretary~~ such officer of said corporation.

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

Vivian J. [Signature]

My Commission expires:

March 5, 1975