

Unofficial
DocumentSECOND AMENDED
DECLARATION OF RESTRICTIONS
FOR
ESTATE LOS ARBOLESFILED AT THE COUNTY RECORDER'S OFFICE
PHOENIX, ARIZONA

5-755

02-R MISC.

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KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, STAMAN, THOMAS CONSTRUCTION COMPANY, an Arizona corporation (hereinafter referred to as "Declarant" and/or Developer"), heretofore published Declaration of Restrictions for Estate Los Arboles, recorded in Docket 7937, commencing at page 269, in the records of the Recorder of Maricopa County, Arizona, and

WHEREAS, said Declaration of Restrictions was amended by Amendment recorded in Docket 8106, commencing at page 29, in the records of the Maricopa County Recorder, and

WHEREAS, said original Declaration of Restrictions as Amended was further amended by an Amended Declaration of Restrictions recorded in Docket 8161, commencing at page 15 in the records of the Maricopa County Recorder, and

WHEREAS, said Amended Declaration of Restrictions was amended by Amendment recorded in Docket 8385, commencing at page 25, in the records of the Maricopa County Recorder, and

WHEREAS, said Declarant now desires to republish and amend said Amended Declaration of Restrictions as heretofore amended, to be known as "Second Amended Declaration of Restrictions for Estate Los Arboles," which following Second Amended Declaration of Restrictions shall be construed as restrictive covenants and conditions running with the title to the following described premises, and with each and every lot, parcel or part thereof, to-wit:

Estate Los Arboles according to Plat of record recorded in the office of the County Recorder of Maricopa County, Arizona, Book 127 of Maps, page 6 thereof, and this Second Amended Declaration of Restrictions shall supercede and amend all of the restrictions for Estate Los Arboles heretofore recorded,

NOW, THEREFORE, said Second Amended Declaration of Restrictions for Estate Los Arboles is as follows:

1. All of the lots within the Estate Los Arboles subdivision shall be known and described as residential lots and each and every lot shall be used for single family residential purposes only, and no business uses or activities of any kind whatsoever shall be permitted or conducted on said premises. No improvements or structure whatever other than a first-class, private dwelling house, patio walls, swimming pool and customary outbuildings, garage, carport, servants' quarters or guest house may be erected, placed or maintained on any lot in such premises.
2. No store, office or other place of business of any kind, nor any 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 be erected or permitted upon any of the lots, or any part thereof.
3. No buildings or structures shall be moved from other locations onto said lots and all improvements erected upon said lots shall be of new construction.
4. No animals, livestock or poultry shall be kept or stabled on any lot, except that not more than two pets of the customary household variety (including birds) may be kept (but not for breeding purposes) on any lot in the subdivision.
5. No billboards or advertising signs, or commercial signs of any character (except for one "For Sale" sign per lot) shall be erected, placed, permitted or maintained on any lot or improvement thereon.

6. An entire lot, together with the improvements thereon, may be rented by the owner to a single family, but not otherwise. Rental of any guest house or servants' quarters is prohibited, the occupancy thereof being limited to either guests or servants.

7. No lot shall be used, in whole or in part, for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition, or that will be obnoxious to the eye; nor shall any substance, thing or matter be kept upon any lot that will emit obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding property.

8. No elevated tanks of any kind, nor any amateur radio transmission or receiving towers shall be erected, placed or permitted on any part of the premises.

9. Trucks, except those belonging to workers doing work in the subdivision or making deliveries during daylight hours, or at other times during emergencies, shall not be permitted to be parked in the subdivision; no pick-up trucks, trailers, campers, boats shall be permitted to be parked or maintained in any part of the subdivision so as to create an unsightly condition.

10. No garage or other outbuilding shall be erected, placed or maintained upon any part of such premises except for use in connection with a residence already constructed or under construction at the time that such garage or other outbuilding is placed or erected upon the property. Nothing herein shall be construed to prevent the incorporation and construction of a garage as a part of such dwelling house. Further, no temporary house, trailer, tent or shack shall be placed or erected on any lot. The work of constructing each dwelling shall be prosecuted diligently from the commencement thereof until completion.

11. No solid wall or any fence or hedge over 2-1/2 feet high shall be constructed or maintained nearer to the front street line of any of said lots than the front walls of the building erected on such lot, and in the case of a lot upon which no residence has been constructed, no solid wall or any fence or hedge shall be constructed or maintained closer than twenty-five (25) feet to the front line of any lot. No side or rear fence and no side or rear wall (excluding the wall of any building constructed on any of said lots) shall be more than seven (7) feet in height (except with the written approval of the Architectural Committee first obtained).

12. Each lot shall be maintained free of rubbish, trash or garbage, and the same shall be removed from the premises and not allowed to accumulate thereon, and garbage cans, incinerators, clotheslines and areas for the storage of equipment or woodpiles shall be kept screened by an adequate fencing so as to conceal the same from adjacent lots and streets.

13. None of said lots shall be used for residential purposes prior to installation thereon of water flush toilets, and all bathrooms, toilets or sanitary conveniences shall be inside the buildings permitted hereunder.

14. No residences shall be built on any lot that is less than 1,200 square feet in size, excluding garages, carports, guest houses, patios, porches, storage rooms and storage areas.

15. None of the lots shall be further subdivided or separated into smaller lots or conveyed or encumbered in less than the full original dimensions of such lots as shown on the plat of Estate Los Arboles

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except as follows:

(1) The conveyance or encumbrance by the Developer (or its assigns if granted said right by the Developer making specific written reference to this paragraph) of adjacent or contiguous lots or parts of lots in such manner as to create parcels of land in a common ownership which shall contain at least a minimum area of 6,000 square feet. Thereafter, such parcels of land in common ownership shall, for the purpose of these restrictions, be considered as one (1) lot, and such lot thereafter shall be reconveyed or encumbered in the same described area and dimensions as originally conveyed, unless written approval is otherwise obtained from the Developer or the Board of Directors of Los Arboles Improvement Association.

(2) The granting of easements or the making of dedications for public utilities with the prior written approval of the Developer or the Board of Directors of Los Arboles Improvement Association.

16. The owner of each lot shall keep and maintain all improvements thereon and all landscaping and yards in a good and neat condition.

17. No dwelling house erected upon any lot shall be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed.

18. No building, fence, wall, antenna or other structure shall be commenced, erected, repaired structurally, replaced or altered until the plans and specifications and plot plan 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 Committee hereinafter described, and a copy thereof lodged permanently with said Committee. Failure of said Committee to reject in writing said plans and specifications within thirty (30) days from the time same were submitted shall constitute approval of said plans and specifications, provided the design, location and kind of materials, and the buildings or improvement to be built or altered on said lot shall be governed by all of the restrictions herein set forth, and said building or alteration shall be in harmony with existing buildings and structures in said subdivision.

Further, said Committee shall not unreasonably withhold its approval, and rejection of any plans and specifications must be based on reasonable judgment as to the effect that said changes and alterations will have on the entire subdivision. However, the Committee shall have the right to refuse to approve any such plans or specifications which are not suitable or desirable, in its opinion, for esthetic or other good reason, and in so passing upon such plans, specifications and grading it shall have the right to take into consideration the site on which any improvement is to be erected, the material of which it is to be built, the harmony thereof with the surroundings, and the effect of said improvement 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, including exterior color scheme, shall be subject to the prior approval of the Architectural Committee. All decisions of the Committee shall be final and no lot owner or other parties shall have recourse against the Committee for its refusal to approve any such plans and specifications or plot plan.

The Architectural Committee shall be composed of three members, originally being Paul Staman, Richard C. Thomas and Ronald Craik. In the event of the death, incapacity or resignation of a member of the Committee, the remaining members shall have full authority to

designate a successor. At such time as ten or more lots in the subdivision have been sold by the Declarant, the lot owners, if they so desire, may select a new Architectural Committee from among the then owners of the lots in the subdivision; provided, however, until all of said lots in the subdivision have been sold by the Declarant, two of the three original members of the Committee named above shall be members of every Architectural Committee unless such original member desires to resign. For the purposes of selecting the Architectural Committee members, each lot owner shall have one vote. At such time as Estate Los Arboles Improvement Association, a non-profit corporation, is organized, the Board of Directors of said improvement association shall replace said Architectural Committee and perform all the duties granted to said Committee hereunder.

19. For the purposes of establishing and maintaining general plantings within road or easement areas, and other beautification features within the subdivision, and further, for the purpose of effecting good traffic control and establishing such common community services of every kind and nature required or desired within the subdivision for the general use and benefit of all lot owners, each and every lot owner, in accepting a deed or contract for any lot in such premises, agrees to become a member of an improvement association to be known as Estate Los Arboles Improvement Association, which may be organized among the lots owners, which association, if and when established, shall be operated and conducted on a strictly cooperative and non-profit basis. Such improvement association may be organized at any time by the owners of fifteen or more of the lots in the subdivision, and when organized all of the owners of lots shall be subject to and bound by the Articles of Incorporation, By-Laws and rules and regulations of the association. Each owner of a lot (including but not limited to each ^{Unofficial Document} of a parcel as permitted under paragraph 15 above) shall be responsible for its share of the organizational expenses of the association and its share of assessments as determined by the Board of Directors of the association, which share shall be in the ratio or proportion of one share for each lot owned (including one share for each parcel as permitted under paragraph 15 above). Any and all assessments imposed by the association on any lot in the subdivision, if not paid when due, shall constitute a lien on said lot, provided notice of said lien is recorded in the office of the County Recorder of Maricopa County, Arizona.

20. All of the foregoing covenants, conditions, reservations and restrictions shall run with the land and every part thereof and shall continue and remain in full force and effect at all times as against the owner of any lot in such premises, regardless of how he acquired title, until January 1, 1980; provided, however, that these covenants, conditions, reservations and restrictions shall be automatically extended for a period of ten years, and, thereafter, in successive ten-year periods unless revoked or amended by an instrument in writing executed and acknowledged by the owners of not less than seventy-five percent (75%) of the lots in said subdivision, which said instrument shall be recorded in the office of the Recorder of Maricopa County, Arizona, within ninety (90) days prior to the expiration of the initial effective period hereof or any ten-year extension.

21. Failure to enforce any of these covenants, conditions, reservations and restrictions contained herein shall not in any event be construed or held to be a waiver thereof or consent to any further or succeeding breach or violation. On the breach or threatened breach of any of said covenants, conditions, reservations or restrictions, any one owning or having an interest in Estate Los Arboles, including but not limited to the Architectural Committee or the Board of Directors of the improvement association, if such association is then in existence, may bring an appropriate action in the proper court to enjoin

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or restrain such violation or to compel compliance with said covenants, conditions, reservations and restrictions herein contained, or to collect damages or other amounts due on account thereof. Anything to the contrary notwithstanding contained herein, the breach of any of said covenants, conditions, reservations and restrictions shall not defeat or affect the lien of any mortgage or deed of trust made in good faith and for value upon said land, but each and all of the covenants, conditions, reservations and restrictions shall be binding upon and effective against any owner of said premises whose title thereto is acquired by foreclosure, trustee's sale or otherwise, and provided also that the breach of any of said covenants, conditions, reservations and restrictions may be enjoined, abated or remedied by appropriate proceedings notwithstanding the lien or existence of any such deed of trust or mortgage. All instruments of conveyance of any interest in all or any part of said subdivision shall contain reference to this instrument and shall be subject to the covenants, conditions, reservations and restrictions herein as fully as though the terms and conditions of this instrument were therein set forth in full; provided, however, that the terms and conditions of this instrument shall be binding upon all persons affected by its terms whether express reference is made to this instrument or not.

22. Wherever the words "owner" or "owners" are used herein, such words, in addition to their recognized legal meaning, shall include a purchaser or purchasers under an agreement for sale, or contract to purchase, and a beneficiary or beneficiaries of any trust owning or purchasing a lot within said subdivision.

23. Invalidation of any one of these covenants, restrictions, reservations, conditions or any portion thereof by judgment or court order shall in no wise affect the validity of any of the other provisions, and the same shall remain in full force and effect.

24. Paragraphs 5, 7, 9 and 10 of this Declaration of Restrictions shall not be applicable to acts of Declarant or Declarant's contractors during the period of development of the subdivision and/or during the period of construction of dwellings and/or improvements by said Declarant or Declarant's contractor.

DATED this 30th day of November, 1970.

STAMAN, THOMAS CONSTRUCTION COMPANY,
an Arizona corporation,