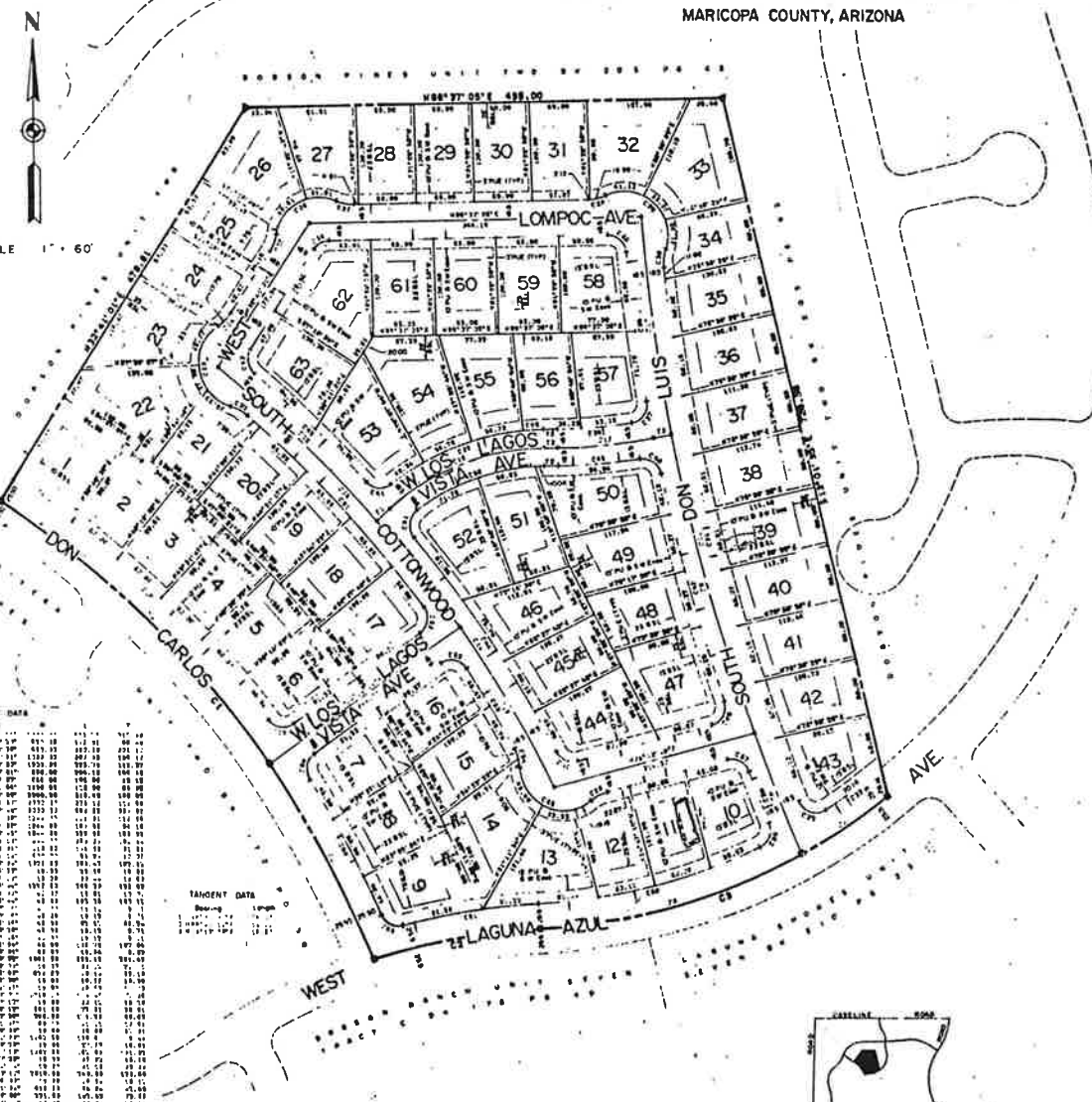


# BROOK EDGE ESTATES

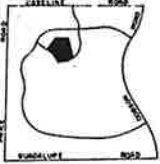
A RE-SUBDIVISION OF TRACT 'B' OF DOBSON RANCH UNIT SEVEN SUBDIVISION OF RECORD AS RECORDED IN BOOK 176 OF MAPS, PAGE 49, M.C.R.  
AND SITUATED IN A PART OF SECTION 6, T1S, R5E, G8SRB8M  
MARICOPA COUNTY, ARIZONA



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- LEGEND**
- ▲ CORNER OF THIS SUBDIVISION AND DOBSON PINES UNIT TWO - FOUND 1" REBAR
  - CORNER OF THIS SUBDIVISION - FOUND BRASS CAP FLUSH
  - CORNER OF THIS SUBDIVISION - SET BRASS CAP FLUSH
  - INTERIOR MONUMENT OF THIS SUBDIVISION - SET BRASS CAP FLUSH



STATE OF ARIZONA | 35  
COUNTY OF MARICOPA |

KNOW ALL MEN BY THESE PRESENTS: THAT THE TORONTO PARTNERSHIP, AN ARIZONA PARTNERSHIP, AS OWNER, HAS RE-SUBDIVIDED UNDER THE NAME OF BROOK EDGE ESTATES, TRACT 'B' OF DOBSON RANCH UNIT SEVEN AS RECORDED IN BOOK 176, PAGE 49, M.C.R., A SUBDIVISION OF PART OF SECTION 6, T1S, R5E, G8SRB8M, MARICOPA COUNTY, ARIZONA AS SHOWN HEREON AND HEREBY PUBLISHES THIS PLAN OF SAID BROOK EDGE ESTATES AND HEREBY DECLARES THAT SAID PLAN SETS FORTH THE LOCATION AND GIVES THE MEASUREMENTS AND DIMENSIONS OF THE LOTS, STREETS, AND EASEMENTS CONSTITUTING SAME AND THAT EACH LOT AND STREET SHALL BE KNOWN BY THE NUMBER OR NAME THAT IS GIVEN EACH RESPECTIVELY ON SAID PLAN AND TORONTO PARTNERSHIP, AN ARIZONA PARTNERSHIP, AS OWNER, HEREBY DEDICATES TO THE PUBLIC FOR USE AS SUCH THE STREETS SHOWN ON SAID PLAN AND INCLUDED IN THE ABOVE DESCRIBED PREMISES. EASEMENTS ARE PROVIDED FOR THE USES SHOWN.

IN WITNESS WHEREOF, THE TORONTO PARTNERSHIP, AN ARIZONA PARTNERSHIP, AS OWNER, HAS HEREUNTO CAUSED THE NAME OF THE PARTNERSHIP TO BE AFFIXED, AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF Robert Verhick, President OF FRIEBERG, SCOLNICK MANAGEMENT, INC., AN ARIZONA CORPORATION, AS MANAGING AGENT FOR THE TORONTO PARTNERSHIP, THEREUNTO DULY AUTHORIZED SO TO DO, THIS 30th DAY OF June, 1983.

THE TORONTO PARTNERSHIP, AN ARIZONA PARTNERSHIP,  
BY ITS MANAGING AGENT, FRIEBERG, SCOLNICK MANAGEMENT, INC.

BY: Robert Verhick  
ITS: President

### ACKNOWLEDGEMENT OF DEDICATION

STATE OF ARIZONA | 35  
COUNTY OF MARICOPA |

ON THIS 30th DAY OF June, 1983, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED Robert Verhick, WHO ACKNOWLEDGED HIM/HERSELF TO BE THE PRESIDENT OF FRIEBERG, SCOLNICK MANAGEMENT, INC., AN ARIZONA CORPORATION, AS MANAGING AGENT FOR THE TORONTO PARTNERSHIP, AND THAT HE/SH/AS SUCH OFFICER, BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION BY HIM/HERSELF.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

BY: Robert Verhick  
NOTARY PUBLIC

MY COMMISSION EXPIRES: June 30, 1984

STATE OF ARIZONA  
COUNTY OF MARICOPA

I hereby certify that the copy of this instrument is a true and correct copy of the original as shown to me by Robert Verhick.

Robert Verhick  
Notary Public

### CERTIFICATE OF SURVEY

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE ABOVE DESCRIBED PROPERTY WAS MADE UNDER MY DIRECTION DURING THE MONTH OF June, 1983.



APPROVED BY THE CITY COUNCIL OF THE CITY OF MESA, ARIZONA THIS 30th DAY OF June, 1983.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND OFFICIAL SEAL.

THIS IS TO CERTIFY THE AREA PLATTED HEREON IS APPROVED AND LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF THE CITY OF MESA WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY IN ACCORDANCE WITH ARS 45-576.

CITY ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

THE CITY OF MESA IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT MAINTENANCE OF ANY PRIVATE UTILITIES, STREETS FACILITIES, LANDSCAPED AREAS, ETC., WITHIN THIS PROJECT, NOW OR AT ANY TIME IN THE FUTURE.

SHEET 1 OF 1

AMERICAN ENGINEERING CO.  
PHOENIX ARIZONA

BROOK EDGE ESTATES

Foley Clark & Co.  
4222 E. Camelback Rd  
Phoenix, AZ 85018

RECORDED IN OFFICIAL RECORD  
OF MARICOPA COUNTY, ARIZONA  
DEC 28 '83 - 2 15  
BILL HENRY, COUNTY RECORDER  
FEE 9.00 PGS 9

PROP RSTR (PR)

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
BROOK EDGE

83 520502

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, THE TORONTO PARTNERSHIP, an Arizona partnership ("Developer" and/or "Declarant"), being the legal title holder of all the real property, situated within the County of Maricopa, State of Arizona, more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein (the "Real Property"), and

WHEREAS, Developer desires to establish the nature of the use and enjoyment of the Real Property, does hereby declare the Real Property subject to the following express covenants, conditions and restrictions, all of which are to be construed as restrictive covenants, running with the title to the Real Property and with each and every part and parcel thereof.

ARTICLE I

Use Restrictions

Section 1. All lots (as described on the Plat of Record of the Real Property) within the Real Property and all improvements now or hereafter constructed thereon, are hereby restricted as follows:

A. Antennas. No exterior radio or C.B. antenna or satellite disk of any type shall be placed, allowed or maintained upon any lot or building or improvement located thereon.

B. On-Street Parking. On-street parking is restricted to deliveries or short-time guests and invitees.

C. Storage. No exterior storage of any items of any kind shall be permitted unless such exterior storage is in areas attractively screened or concealed from view from neighboring lots and streets; provided, however, that automobiles shall be permitted to park in the carport or driveway located upon or appurtenant to any lot. This provision shall apply, by way of illustration and not by way of limitation, to woodpiles, camping trailers, boats, mobile homes and unmounted pickup camper units. Also, by way of illustration and without limitation, no automobile, truck, or other vehicle, regardless of ownership, age, condition or appearance, shall remain on any lot in any manner which could be construed as being stored, neglected, abandoned or otherwise be not in frequent use.

D. Garbage. No garbage or trash shall be placed on any lot except in sanitary containers which are screened from the view from any neighboring lot or adjacent streets. All rubbish, trash and garbage shall be regularly removed from each lot and shall not be allowed to accumulate thereon.

E. Outside Speakers and Amplifiers. No radio, stereo, broadcast or loudspeaker units, or amplifiers shall be operated upon any lot or building or improvement located on said lot in such manner that the sound therefrom is audible so as to disturb occupants of any lot within the Real Property.

F. Outside Lighting. No outside lighting shall be placed, allowed or maintained on any lot in a manner in-

consistent with the general lighting appearance of other lots, nor shall such lighting be operated in a manner constituting a nuisance or unreasonable annoyance to the residents of other lots.

G. Animals. No animals, reptiles, fish or birds of any kind shall be raised, bred or kept on any lot; provided, however, that a reasonable number of dogs, cats, birds or fish may be kept on a lot as household pets if such pets are not a nuisance or threat to other lot owners and are not kept, bred or maintained for commercial purposes.

H. Re-subdivision. No lot shall be further subdivided and no portion less than all of any lot shall be conveyed by the owner thereof.

I. Diseases and Insects. No owner shall permit any thing or condition to exist upon any lot which shall induce, breed or harbor plant disease or noxious insects.

J. Sidewalk Encroachments. No tree, shrub or plant of any kind on any lot shall be allowed to overhang or otherwise encroach upon any sidewalk or any other pedestrian way.

K. Machinery, Fixtures and Equipment. No machinery, fixtures or equipment of any type (except heating, air conditioning or refrigeration equipment) shall be placed, allowed or maintained upon any lot which may be visible from the streets or neighboring lots; provided, however, that the foregoing limitations shall not apply to heating, air conditioning or refrigeration equipment placed upon a lot in connection with the occupancy of such lot.

L. Burning and Incinerators. No open fires, burning, incinerators or like equipment shall be placed, allowed or maintained on any lot. The foregoing shall not be deemed to preclude the use, in customary fashion, of outdoor residential barbeques or grills.

M. Signs. No exterior signs or advertisements of any kind shall be placed, allowed or maintained on any lot, except that mailboxes, residential nameplates and "for sale" and "for rent" signs of a size not in excess of 480 square inches may be placed and maintained on a lot in conformity with common specifications.

N. Repairs. No repairs of any detached machinery, equipment or fixtures including, without limitation, motor vehicles, shall be made upon any portion of any lot within view from neighboring lots or streets.

O. Oil and Mineral Activity. No oil exploration, drilling, development or refining operations and no quarrying or mining operations of any kind, including oil wells, surface tanks, tunnels or mineral excavations or shafts shall be permitted upon or under any lot; and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

P. Misuse and Mismaintenance. No lot shall be maintained or utilized in such a manner as to present an unsightly appearance or to reasonably offend the morals of or as to constitute a nuisance or unreasonable annoyance to, or to endanger the health of, other residents of lots. The foregoing shall apply, by way of illustration and not by way of limitation, to preclude clothes drying within public view and to restrict exterior coloring of buildings or improvements located on each lot. No noxious or otherwise offensive condition or activity shall be allowed to exist or be conducted on a lot.

Q. Violation of Statutes, Ordinances and Regulations. No lot shall be maintained or utilized in such a manner as to violate any applicable statute, ordinance or regulation of the United States of America, the State of Arizona, the County of Maricopa, the City of Mesa, or any other governmental agency or subdivision having jurisdiction over the lots or the use or occupation thereof.

R. Motor Vehicles. Motor vehicles owned or in the custody of any owner or resident of a lot may be parked only in the carport or driveway located on or appurtenant to such lot. No buses, vans or trucks having a carrying capacity in excess of three-quarter (3/4) tons, nor vehicles otherwise designed for commercial purposes shall be placed, allowed or maintained on any lot except in areas attractively screened or concealed from view from neighboring lots and streets.

S. Carports. The interior of each carport or parking space located upon a lot shall be maintained by the residents thereof in a neat and clean condition. No carport or parking space upon a lot shall be used for automobile overhaul, repair or maintenance work (other than minor upkeep maintenance), or storage of property other than motor vehicles. No power equipment, hobby shop, carpenter shop or similar operation shall be maintained or operated in any carport or parking space.

T. Prosecution of Maintenance and Repairs. All construction, maintenance and repair work upon any lot shall be prosecuted diligently from commencement until completion, and all such construction, maintenance and repair shall be of workmanship and materials equal to or better than those originally employed in the original development of and/or original construction of improvements upon such lot.

U. Fence Restriction. No wall or fence shall be erected or maintained nearer to the front street line than a line running parallel with and including the front walls of the dwelling unit erected on each such lot. No side or rear fence or wall shall be more than six (6) feet in height, and all fences or walls shall be constructed in form and of material consistent with the general architectural appearance of all other lots within the Real Property.

V. Commercial Activity. No lot or portion of the Real Property shall be used for, or in connection with, any commercial activity except as provided in Article I, Section 4.

W. Residents. No lot or dwelling unit upon a lot shall be inhabited by a number of persons and/or animals in excess of that which such lot or dwelling unit can reasonably accommodate.

X. Construction Modifications, Alterations, Additions and Landscaping. All lots shall be restricted to single family detached dwellings for residential use. All buildings or structures erected upon each lot shall be of new construction, and no buildings or structures shall be moved from other locations onto any lot. All structures, including but not limited to the style, design, materials utilized and the color thereof, shall be subject to the review and written approval of the Architectural Review Committee. No construction, remodeling, building additions, improvements or landscaping shall be commenced without the review and written approval of the Architectural Review Committee. No permanent or semi-permanent structure or improvement shall be placed or maintained within twenty (20) feet of any lot line which abuts any street. No dwelling unit shall be erected, permitted, or maintained on any lot

that shall have a liveable floor space of less than 1,000 square feet. The 900 square foot minimum area requirement may be waived in the sole discretion of the Architectural Review Committee.

Y. Architectural Review Committee. The aesthetic quality of the subdivision shall be maintained by an Architectural Control Committee formed as follows and exercising its controls as herein provided:

1. The Architectural Control Committee shall be composed of:

<u>NAME</u>	<u>ADDRESS</u>
Mark D. Pugmire	65 East First Avenue Mesa, Arizona 85202
Charles P. Malone	65 East First Avenue Mesa, Arizona 85202

and act as such until such time as ninety percent (90%) of the lots are sold; provided, however, that the Developer shall have the right at any time during such period to remove any member of such Committee and by a recorded certificate to appoint a successor to said Committee. At such time as ninety percent (90%) of the lots are sold, the Developer shall make a reasonable effort to find three of the then Owners who are willing to be members of the Architectural Committee and shall appoint and designate these three Owners to be members of the Architectural Committee, and they shall constitute the Architectural Committee as soon as they have accepted the appointment and designation, and the Declarant shall cause at that time a statement to be recorded in the records of Maricopa County, Arizona, setting forth the names and official address or addresses of the Architectural Committee thus appointed; provided, however, that the Owners shall have the right and power by a written majority vote to appoint and designate new members for the Architectural Committee, not to exceed three in number, to replace any or all of the committee members at any time after the Declarant has sold ninety percent (90%) of the lots, and a statement setting forth the names and official address or addresses of the Architectural Committee thus appointed by the vote of the then Owners shall be recorded in the records of Maricopa County, Arizona. Failure to record statements concerning new appointments to the Architectural Committee as provided in this paragraph shall not vitiate or otherwise impair the effectiveness of such appointments.

2. Except as provided for in Article I, Paragraph Y 1. hereof, in the event of the death, disability, or resignation of any member of the Architectural Committee, the remaining member or members shall constitute the Architectural Committee and shall exercise all of the rights and powers granted to, and shall have all the duties and liabilities imposed upon, the Architectural Committee by this Declaration and shall appoint a new member to replace and to exercise the rights and powers of, and to have all the duties and liabilities of, the deceased, disabled, or resigned member.

3. The Architectural Committee shall exercise the rights and powers granted to it, and shall have the duties and liabilities imposed upon it, by this Declaration, but may appoint and designate, by a majority vote, a representative who shall have authority to exercise those rights and powers and who shall have those duties and liabilities,



on behalf of the Architectural Committee, until the Architectural Committee, by a majority vote, shall revoke his appointment and designation.

4. Neither the members of the Architectural Committee nor its representatives shall be entitled to any compensation for services performed pursuant to this Declaration, and the rights, powers, duties and liabilities of the Architectural Committee conferred hereunder shall terminate thirty (30) years from the date of this instrument and thereafter the approval prescribed in Article I, Paragraph Y 1. above shall no longer be required unless prior to the termination date hereof a written instrument shall have been executed by the then Owners of a majority of the Lots appointing a successor committee which shall thereafter exercise the same rights and powers, and shall have the same duties and liabilities, previously exercised by and imposed upon the Architectural Committee.

5. No building, fence, wall, or other structure shall be commenced, erected, or maintained upon any lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, color, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Committee. In the event said Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article I, Paragraph Y will be deemed to have been fully complied with. This Article I, Paragraph Y shall not apply to the installation, maintenance or alteration of structures and improvements in and upon the Real Property by the Developer.

Section 2. Drainage. Each owner agrees, by the acceptance of his deed, not to interfere with or obstruct the established drainage pattern over his lot from or to adjacent lots, except that an owner may modify the established drainage over his lot (by installation of pipes, paving, or other means), provided such modification is necessary for permitted use of his lot and such modification does not unreasonably burden or interfere with the use of other lots or the drainage to or from other lots. For purposes of this Section 2, established drainage means the drainage that exists at the time the overall grading of the lots and the landscaping thereon is completed. Grading and excavation upon any lot shall be approved in writing by the Committee. All buildings, structures and improvements shall be constructed upon lots in a manner consistent with the site and natural terrain, as determined by the Committee in its sole discretion.

Section 3. Easements. Easements for installation and maintenance of utilities and drainage facilities are reflected on the recorded plat of the Real Property. No structure, planting or other material shall be placed or permitted within such easements in a manner which may damage or interfere with the installation and maintenance of utilities, change the direction or flow of drainage channels in the easements, or obstruct or retard the flow of water through such drainage channels. The owner of each lot shall maintain all easement areas and improvements upon or within each lot, except for those improvements or areas for which a public authority or utility company is responsible.

Section 4. Exemption for Purpose of Construction, Development and Sale. Developer shall have the right, during the period of construction, development and sale of the

lots and/or improvements located thereon, to be exempt from the provisions of this Declaration to the extent necessary for Developer to construct, develop and sell the lots and such improvements.

## ARTICLE II

### Party Fences

The rights and duties of owners with respect to party fences shall be as follows:

A. The owners of contiguous lots who have a party fence shall both equally have the right to use such fence, provided that such use by one owner does not interfere with the use and enjoyment of same by the other owner.

B. In the event that any party fence is damaged or destroyed through the act of an owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such owner to rebuild and repair the party fence without cost to the other adjoining lot owner or owners.

C. In the event any such party fence is destroyed or damaged including, but not limited to, deterioration from ordinary wear and tear and/or lapse of time, other than by the act of the owner of another lot, or his agents, guests, family or lessees, it shall be the obligation of all owners whose lots adjoin such wall or fence to rebuild or repair such wall or fence, at their joint and equal expense, to its original or better condition.

## ARTICLE III

### Miscellaneous

Section 1. Enforcement. If any person shall violate or attempt to violate any provision of this Declaration, Developer and/or any person or persons owning any of the lots within the Real Property may initiate and prosecute a proceeding at law and/or in equity against the person or persons violating or attempting to violate such provision in order to prevent such persons from continuing such violation or to attempt such violation, and/or to recover damages resulting from such violation or attempted violation. Any person determined by a court of competent jurisdiction to have violated or to have attempted to violate any provision of this Declaration shall pay reasonable attorneys' fees and costs incurred by the persons enforcing this Declaration. Any violation or attempted violation of any provision of this Declaration shall not affect the lien or encumbrance upon a lot and/or improvements located thereon, created by a mortgage, deed of trust, or similar instrument which is or may hereafter be placed of record in Maricopa County, Arizona.

Section 2. Term. The provisions of this Declaration shall run with the land and shall be binding on owners of all or any portion of the Real Property, their heirs, personal representatives, lessees, successors in interest and assigns, for a period of thirty (30) years from the date this Declaration is recorded, after which time said restrictions shall automatically extend for successive periods of ten (10) years, unless an instrument signed by seventy-five percent (75%) of the then owners of the lots has been recorded agreeing to change said restrictions in whole or in part.

Section 3. Amendment. This Declaration may be amended at any time by an amendment signed by seventy-five percent (75%) of the then owners of all lots in the Real Property and recorded in the Maricopa County Recorder's Office, Arizona.

Section 4. Severability. A determination by a court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

Section 5. Change of Circumstances. Except as otherwise expressly provided in this Declaration, no change of conditions or circumstances shall operate to extinguish, terminate or modify any of the provisions hereof.

Section 6. Reference to the restrictions in Deeds. Deeds or leases to any lot may set forth or make reference to this Declaration; provided, however, that all provisions of this Declaration, as amended, shall be binding upon the grantee-owner, each owner of a lot, and their heirs, executors, administrators, successors, lessees and assigns regardless of whether any reference to this Declaration is made in any such deed or lease.

Section 7. Successors and Assigns of Declarant. Any reference in this Declaration to Developer shall include any successors or assigns of Developer's rights, powers, duties and obligations hereunder.

Section 8. Gender and Number. Wherever the context of this Declaration shall require, words used in the masculine gender shall include the feminine and neuter genders; words used in the neuter gender shall include the masculine and feminine genders; words in the singular shall include the plural; and words in the plural shall include the singular. For purposes of the percentage limitations of Article III, Sections 2 and 3, all persons or entities having any ownership interest in a lot shall be collectively deemed the "owner" of such lot such that each lot shall have only one (1) owner.

Section 9. Captions and Titles. All captions, titles and headings of the Articles and Sections in this Declaration are for the purpose of reference and convenience only, and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof, or to be used in determining the intent or context thereof.

Section 10. The Declaration. By acceptance of a deed or by acquiring any ownership interest in any of the Real Property included within this Declaration, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees, lessees and assigns, binds himself, his heirs, personal representatives, successors, transferees, lessees and assigns to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed pursuant to this Declaration and any amendments hereto. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the Real Property covered hereby and thereby evidences his interest that all the restrictions, conditions, covenants, rules and regulations contained herein shall run with the land and be binding on all subsequent and future owners, grantees, purchasers, lessees, assignees and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future owners of all or any portion of the Real Property.



Section 11. Rules Against Perpetuities. If any provision hereof shall violate the rule against perpetuities, such provision shall not be deemed invalid but rather shall be deemed to provide for the maximum period allowed by law and shall otherwise be applied in a manner consistent with applicable law.

IN WITNESS WHEREOF, the undersigned, have executed these presents as of the 15<sup>th</sup> day of August 1983.

THE TORONTO PARTNERSHIP,  
an Arizona partnership

By It Managing Agent,  
FRIEBERG, SCOLNICK MANAGEMENT,  
INC.

By Robert L. Shaw  
Its Asst. Secretary

STATE OF ARIZONA )  
                          ) ss.  
County of Maricopa )

On this 15<sup>th</sup> day of August 1983, before me, the undersigned officer, personally appeared Robert L. Shaw, who acknowledged himself to be the Assistant Secretary of FRIEBERG, SCOLNICK MANAGEMENT, INC., Managing Agent for THE TORONTO PARTNERSHIP, an Arizona partnership, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

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

Warren G. Gash  
Notary Public

My commission expires:  
My Commission Expires Dec. 3, 1986



4123

7

RECORDED IN OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA		
OCT 3 - '86 - 4 00		
KEITH POLETIS, County Recorder		
FEE 90	PGS 2	I.G.
	86 543181	

FIRST AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
BROOK EDGE

MOD RSTR (DF)

That Declaration of Covenants, Conditions and Restrictions ("Declaration"), dated August 15, 1983, recorded December 28, 1983, at Instrument No. 83-520502, records of Maricopa County, Arizona, made by the Toronto Partnership, an Arizona partnership ("Declarant"), is hereby amended as follows:

1. Article I, Section 1, paragraph X, of the Declaration is deleted in its entirety and the following substituted therefor:

X. Construction Modifications, Alterations, Additions and Landscaping. All lots shall be restricted to single family detached dwellings for residential use. All buildings or structures erected upon each lot shall be of new construction and no buildings or structures shall be moved from other locations onto any lot. All structures, including, but not limited to, the style, design, materials utilized and the color thereof, shall be subject to the review and written approval of the Architectural Review Committee. No construction, remodeling, building additions, improvements or landscaping shall be commenced without the review and written approval of the Architectural Review Committee. No permanent or semi-permanent structure or improvement shall be placed or maintained within twenty feet of any lot line which abuts any street. No dwelling unit shall be erected, permitted or maintained on any lot that shall have a livable floor space of less than 1,500 square feet. The 1,500 square foot minimum area requirement may be waived in the sole discretion of the Architectural Review Committee.

2. Article I, Section 1, paragraph Y, of the Declaration is modified to remove Mark D. Pugmire and Charles P. Malone as the Architectural Control Committee, and to name in their place:

Kent Van Vleet	2226 S. McClintock Drive, Suite 1 Tempe, Arizona 85282
Robert Scolnick	2226 S. McClintock Drive, Suite 1 Tempe, Arizona 85282
J.B. Scolnick	2226 S. McClintock Drive, Suite 1 Tempe, Arizona 85282

3. A new Article I, Section 1, paragraph Y (6), shall be incorporated into the Declaration as follows:

6. Permitted exterior finish materials include: Plastered unit masonry, adobe and wood frame; slump block; and rough sawn wood trim. Other materials may be approved by the Architectural Review Committee.

4. A new Article I, Section 1, paragraph Y (7), shall be incorporated into the Declaration as follows:

7. All roof types, designs, covering color and material must be approved by the Architectural Review Committee before the commencement of construction or alteration:

(a) "Built-Up" type roof covering materials shall not be visible from neighboring property as determined by the Architectural Review Committee;

(b) Generally acceptable roof covering materials shall be concrete tile with a barrel type profile or clay tile;

(c) Excessive roof heights and pitches as determined by the Architectural Review Committee will not be permitted;

(d) All vent pipestacks protruding above the plane of the roof and visible from neighboring property must be paneled to match the roof. All roof mounted mechanical equipment must be screened from view from neighboring property in a manner acceptable to the Architectural Review Committee;

(e) Overhead screens, shade covers, patio roofs, carports and other similar structures shall be constructed of materials and color to match or complement the main roof and/or building.

THE TORONTO PARTNERSHIP  
an Arizona Partnership

By Its Managing Agent  
FRIEBERG, SCOLNICK MANAGEMENT, INC.

By Jay B. Scolnick  
Its Vice President

STATE OF ARIZONA )  
                          ) ss.:  
COUNTY OF MARICOPA )

On the 25 day of Sept., 1986, before me, the undersigned officer, personally appeared Jay B. Scolnick, who acknowledged himself to be the VICE PRESIDENT of Frieburg, Scolnick Management, Inc., Managing Agent for The Toronto Partnership, an Arizona partnership, and that he, as such officer being authorized so to do, executed the foregoing instrument for the purposes contained therein.

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

Laura M. Eubanks  
Notary Public

My Commission Expires:

April 30, 1988

TORONTO PARTNERSHIP

2226 S. McCLINTOCK DR., STE. 1, TEMPE, AZ 85282

November 20, 1986

Dear Brook Edge Estates Owner:

Re: First Amendment C C & R'S

Please find enclosed an amendment to the original Covenants, Conditions and Restrictions that you have already received upon signing your purchase contract. These additional Covenants will now represent the minimum architectural requirements that must be met when you design your home. We feel confident that these additions and changes will help in retaining and preserving the value of the Brook Edge Estates subdivision.

In conclusion, therefore, would you please forward to us your building plans as soon as they are completed so that we may stamp them for our approval and so that you may move ahead with completing your home.

Thank you for your positive consideration to my request.

Yours very truly,



Jay B. Scolnick  
Vice President

Encl.

cc: Dale Douglas

JBS:rlt

423

ny

RECEIVED DEC 15 1986

RECORDED IN OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA		
OCT 3 - '86 - 4 00		
KEITH POLEKIS, County Recorder		
FEE	PGS 2	I.G.
	86 543181	

FIRST AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
BROOK EDGE

MOD RSTR (DF)

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1. Article I, Section 1, paragraph X, of the Declaration is deleted in its entirety and the following substituted therefor:

X. Construction Modifications, Alterations, Additions and Landscaping. All lots shall be restricted to single family detached dwellings for residential use. All buildings or structures erected upon each lot shall be of new construction and no buildings or structures shall be moved from other locations onto any lot. All structures, including, but not limited to, the style, design, materials utilized and the color thereof, shall be subject to the review and written approval of the Architectural Review Committee. No construction, remodeling, building additions, improvements or landscaping shall be commenced without the review and written approval of the Architectural Review Committee. No permanent or semi-permanent structure or improvement shall be placed or maintained within twenty feet of any lot line which abuts any street. No dwelling unit shall be erected, permitted or maintained on any lot that shall have a livable floor space of less than 1,500 square feet. The 1,500 square foot minimum area requirement may be waived in the sole discretion of the Architectural Review Committee.

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- |                 |   |
|-----------------|---|
| Kent Van Vleet  | 2226 S. McClintock Drive, Suite 1<br>Tempe, Arizona 85282 |
| Robert Scolnick | 2226 S. McClintock Drive, Suite 1<br>Tempe, Arizona 85282 |
| J.B. Scolnick   | 2226 S. McClintock Drive, Suite 1<br>Tempe, Arizona 85282 |

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(e) Overhead screens, shade covers, patio roofs, carports and other similar structures shall be constructed of materials and color to match or complement the main roof and/or building.

THE TORONTO PARTNERSHIP  
an Arizona Partnership

By Its Managing Agent  
FRIEBERG, SCOLNICK MANAGEMENT, INC.

By Jay B. Scolnick  
Its Vice President

STATE OF ARIZONA )  
                          ) ss.:  
COUNTY OF MARICOPA )

On the 25 day of Sept., 1986, before me, the undersigned officer, personally appeared TIM B. SCOLNICK, who acknowledged himself to be the VICE PRESIDENT of Frieburg, Scolnick Management, Inc., Managing Agent for The Toronto Partnership, an Arizona partnership, and that he, as such officer being authorized so to do, executed the foregoing instrument for the purposes contained therein.

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

Eric M. Eubanks  
Notary Public

My Commission Expires:  
April 30, 1988

83 520502

EXHIBIT "A"

Lots 1 through 63, inclusive, Brook Edge,  
as recorded in the Office of the County  
Recorder, Maricopa County, Arizona at Book  
255 of Maps, page 34.