

DOBSON RANCH UNIT FIFTEEN

178-39

A RESUBDIVISION OF PART OF TRACT 'G' OF THE AMENDED PLAT OF LOS ALTOS, A SUBDIVISION, AS RECORDED IN BOOK 167, PAGE 27, M.C.R., BEING LOCATED IN PART OF THE S.1/2 OF THE S.1/2 OF SECTION 31, T.1N., R.5E., G.&S.R.B.&M.

MARICOPA COUNTY, ARIZONA

SHEET 1 OF 1

DEDICATION

STATE OF ARIZONA
County of Maricopa
I hereby certify that the within instrument was filed and recorded at request of
City of Mesa
MAY - 23 1975
in Book 178
or Page 39
Witness my hand and official seal this 1st day of May 1975.
County Recorder
By R. James
Deputy Recorder

State of Arizona
County of Maricopa

Know all men by these presents: That Continental Homes, Inc. an Ohio Corporation as Owner, has resubdivided part of Tract 'G' of the Amended Plat of Los Altos, a subdivision, as recorded in Book 167, Page 27, M.C.R., being located in part of the S.1/2 of the S.1/2 of Section 31, T.1N., R.5E., G.&S.R.B.&M., Maricopa County, Arizona, to Dobson Ranch Unit Fifteen, as shown hereon and hereby publishes this plat as and for the plat of said Dobson Ranch Unit Fifteen and hereby declares that said plat 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 to each respectively on said plat, and that Continental Homes, Inc., as Owner, hereby dedicates to the public for use as such the streets shown on said plat and included in the above described premises. Easements are dedicated for the uses shown. An eleven foot green belt area is to be restricted along the front of each lot and along the side of each lot where the side yard abuts a dedicated right-of-way and shall be maintained by the individual lot owner, and a four foot wide easement for sidewalk is to be located within said easement.

In witness whereof the Continental Homes Inc., as Owner, has hereunto caused its corporate name to be signed and its corporate seal to be affixed by the undersigned Officer, thereunto duly authorized this 3rd day of May, 1975.

CONTINENTAL HOMES INC., AS OWNER

G.L. Pennington
President

ACKNOWLEDGEMENT

State of Arizona
County of Maricopa

On this the 3rd day of May, 1975, before me, the undersigned officer, personally appeared G.L. Pennington, who acknowledged himself to be the President of Continental Homes, Inc., a corporation, and that he as an Officer being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation, as Owner, by himself as an Officer.

In witness whereof I hereunto set my hand and official seal
My Commission expires May 25, 1979
Emile Nagel
Notary Public

CERTIFICATE OF SURVEY

This is to certify that the survey and subdivision of the premises described and platted hereon were made under my direction during the month of March, 1975.

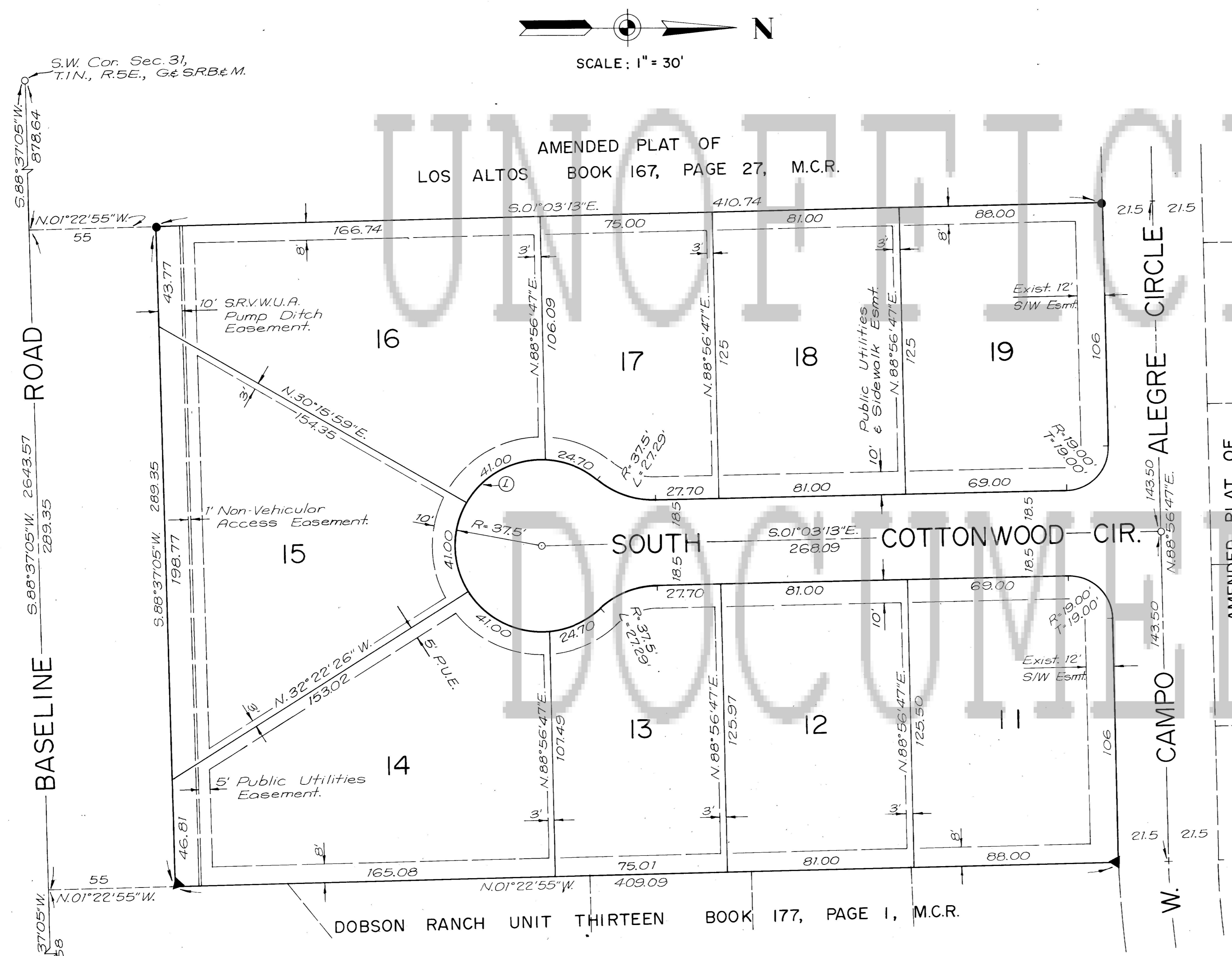
Daniel R. Bryce
Registered Civil Engineer

APPROVAL

Approved by the City Council of the City of Mesa, Arizona this 17th day of May, 1975.
Attest: South Dana
DEPUTY City Clerk
Edmund W. Cooley
Mayor

Approved by the City Engineer of the City of Mesa, Arizona this 17th day of May, 1975.
Dean Sloan
City Engineer

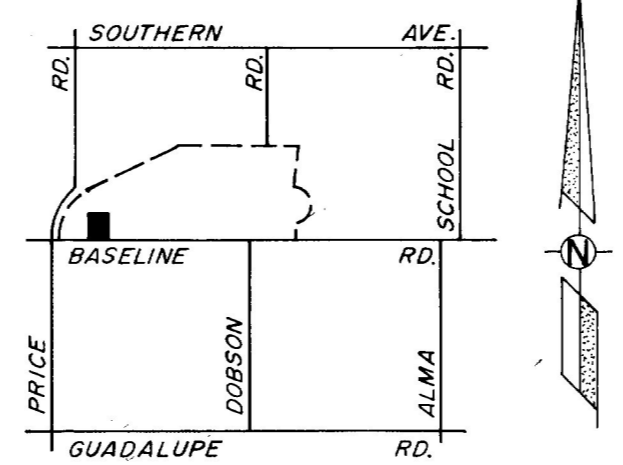
AMERICAN ENGINEERING CO.
PHOENIX, ARIZONA



CURVE DATA

No.	Radius	Delta	Tangent	Length
1	37.50'	263°23'42"		172.40'

- Indicates Public Utilities Easement. (No Scale.)
- Indicates Common Corner With Amended Plat of Los Altos Subdivision, Book 167, Page 27, M.C.R.
- ▲ Indicates Common Corner With Dobson Ranch Unit 13 Subdivision, Book 177, Page 1, M.C.R.
- Indicates Set Survey Monument.



DECLARATION OF ANNEXATION

THE DOBSON ASSOCIATION, INC. an Arizona nonprofit corporation, as successor to the Declarant of the Covenants, Conditions and Restrictions of THE DOBSON ASSOCIATION, INC., an Arizona nonprofit corporation located at Docket 10365, Pages 923 through 942 inclusive, and Docket 10436, Pages 628 through 629 inclusive, and under the provision of Article Nine, Section Four of said Covenants, Conditions and Restrictions, hereby annexes to the terms and conditions of said Covenants, Conditions and Restrictions the following described real property:

Lots 11 through 19 inclusive of DOBSON RANCH UNIT 15 a resubdivision of Tract G of the amended plat of Los Altos as it appears in the Books and Records of the County Recorder of Maricopa County, Arizona, Book 167 of Maps Page 27.

The property hereby annexed is and shall be subject to each and all of the terms, provisions, conditions, restrictions, covenants, liens and assessments contained in said Declaration of Covenants, Conditions and Restrictions as is fully contained and described therein as originally recorded.

IN WITNESS WHEREOF, we have hereunto affixed our signatures and the seal of this corporation this 26th day of SEPTEMBER 1980.

THE DOBSON ASSOCIATION, INC.
an Arizona nonprofit corporation

ATTEST:

Parolel M Robinson
Secretary

By [Signature]
for Sell, President

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

On this the 26th day of September, 1980, before me, the undersigned officer, personally appeared David A. Sell and Parolel M Robinson, who acknowledged themselves to be President and Secretary, respectively, of THE DOBSON ASSOCIATION, INC., an Arizona nonprofit 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 by themselves as President and Secretary

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

[Signature]
Notary Public

My commission expires:

My Commission Expires Jan. 23, 1984



When recorded please
mail to:
Trudy Holloway
Continental Homes, Inc.
P.O. Box 16166
Phoenix, AZ 85011

Dkt 14746^{PS} 246

Unofficial Document

STATE OF ARIZONA }
County of Maricopa } ss

I hereby certify that the with-
in instrument was filed and re-
corded at request of

Continental Homes
~~OCT 8 1980 10 00~~

in Docket 14746

on Page 245-246

Witness my hand and official
seal the day and year aforesaid.

Bill Henry

County Recorder

By *J.P. [Signature]*

Deputy Recorder

300

1302 W. Indian School Rd
Phoenix Ariz. 85013 31103654 944
288828

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

By *Seaton Jones* Deputy Recorder
6.00
County Recorder
Paul M. Sullivan
Witness my hand and official
seal the day and year aforesaid.
in Docket 103654
on page 94-856

STATE OF ARIZONA }
County of Maricopa } ss
I hereby certify that the with-
in instrument was filed and re-
corded at request of
Seaton Jones
Oct 28 1973 - II
Paul M. Sullivan

KNOW ALL MEN BY THESE PRESENTS:

TRANSAMERICA TITLE COMPANY, an Arizona corporation, as
Trustee, being the bare legal title holder of all of the
following described premises, situate within the County
of Maricopa, State of Arizona, to-wit:

Lots 1 through 73, 76 through 193, 195 through
233 and 235 through 414, of Los Altos, a subdivi-
sion of the DOBSON RANCH, as it appears in the
Books and Records of the County Recorder of
Maricopa County, Arizona, Book 167 of Maps,
Page 22.

and located within

The Southeast quarter of the Southeast quarter
of Section 36, Township 1 North, Range 4 East,
G&SRB&M lying East of the Tempe Canal; and that
part of the South half of Section 31, Township 1
North, Range 5 East, G&SRB&M lying South of Tempe
Canal; and part of the West half of the Southwest
quarter of Section 32, Township 1 North, Range 5
East, G&SRB&M, Maricopa County, Arizona.

acting at the direction of AMERICAN CONTINENTAL HOMES, INC.,
an Ohio corporation, hereinafter referred to as "Developer",
and desiring to establish the nature of the use and enjoyment
thereof does hereby declare said premises subject to the
following express covenants, stipulations and restrictions

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as to the use and enjoyment thereof, all of which are to be construed as restrictive covenants running with the title to said premises and with each and every part and parcel thereof, to-wit:

1. No part of any dwelling constructed on any of said lots shall be used for living purposes until the entire structure is completed, nor shall any structure of a temporary nature be used as a dwelling on any lot in DOBSON RANCH, LOS ALTOS UNIT, amended, nor shall any trailer, tent, shack, garage, barn or any other structure or dwelling be moved onto said Lots in DOBSON RANCH, LOS ALTOS UNIT, amended, from outside the subdivision.

2. No single family dwelling shall be erected permitted or maintained on any lot in DOBSON RANCH, LOS ALTOS UNIT, amended, that shall have a ground floor area of less than 800 square feet, exclusive of open porches, pergolas or attached garages.

3. No hospital, sanitarium, hotel or motel of any kind or nature shall be constructed, permitted or maintained on any of said lots, nor shall any building on any of said lots, be used or occupied for the care, lodging or entertainment for hire of persons suffering from disease.

4. No billboards or other unsightly object shall be erected, placed or permitted to remain on any residential lot except one Real Estate type sign offering property for sale or rent, provided that said sign shall not be larger

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than four (4) square feet nor shall it have a height greater than four (4) feet from the ground; no noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, or which in any way would detract from the appearance of the neighborhood; provided, however, that these restrictions shall not prevent the subdivider or builder from erecting temporary sales office, storage and work yards, and advertising signs for the purpose of promoting sales in said subdivision.

5. No facilities, including poles and wires, for the transmission of electricity, telephone messages television or radio, except as specifically provided herein, and the like shall be placed or maintained above the surface of the ground of any lot. If at the time of occupancy of the house constructed on any lot there is available underground television antenna connection cable, then no outside television or radio pole or antenna shall be constructed, erected or maintained on any building or on any lot located in such a manner as to be visible from the outside of any such building except by and with the prior written consent of the Architectural Control Committee. Such prior written consent for television antennae shall not be required in the event said television antenna cable is not available for connection at the date of occupancy of the house constructed on the lot; however, no such antenna for a private dwelling shall be higher than

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ten feet (10') above the highest point of the house. Upon the written demand of the Architectural Control Committee and after availability of underground television antenna connection cable, any private antenna shall be promptly removed.

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

a. The Architectural Control Committee shall be composed of Walter L. Brown, Joseph Contadino, and Thomas Koelbel whose official address shall be 1302 West Indian School Road, Phoenix, Arizona, until the Declarant is no longer a title holder of any lots in the subdivision described herein, at which time the Developer shall Unofficial Document 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

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replace any or all of the committee members at any time after the Declarant is no longer an Owner, 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.

b. In the event of the death, disability, resignation or removal of any member of the Architectural Committee, the remaining member or members shall constitute the Architectural Committee Unofficial Document and shall exercise all 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, resigned or removed member.

c. 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

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Committee, by a majority vote, shall revoke his appointment and designation.

d. 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 twenty-five (25) years from the date of this instrument and thereafter the approval prescribed in Paragraph 6. (a) 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.

7. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than two cars.

8. No dwelling shall be erected or placed on any lot having an area of less than 4,500 square feet.

9. No motor vehicle classed by manufacturer's rating as exceeding three quarters of a ton shall be parked on any lot front yard. No mobile home, travel trailer, tent

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trailer, trailer, camper, boat or boat trailer shall be parked in any front yard, nor shall such vehicle or equipment which exceeds six (6) feet in height above the ground be parked in any required side yard, nor shall any such vehicle or equipment be parked in any side yard adjacent to a street.

No vehicle of any type which is abandoned or inoperable shall be stored or kept on any lot within this subdivision in such a manner as to be seen from any other lot or from any streets or alleyways within this subdivision.

10. 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 or other lots, except that an Owner may modify the Unofficial Document Established Drainage over his lot, for example, by installation of pipes or paving, provided such modification is necessary for a permitted use of his lot, and provided further that the modification of drainage does not unreasonably burden or interfere with the use of other lots or the drainage to or from other lots. For the purposes of this clause, "Established Drainage" means the drainage that existed at the time the overall grading of the properties and the landscaping of each lot were completed by the Declarant.

11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

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All pets must be kept in a fenced yard or on a leash.

12. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by Owner of the lot, except for those improvements for which a public authority or utility company is responsible.

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There is an easement across each lot within this subdivision four (4) feet wide and is to be located within eleven (11) feet of the front property line, which easement is dedicated by the Developer for sidewalk purposes. Declarant has caused to be installed a sprinkler system and landscaping within the area between the front lot line and the sidewalk easement. Each owner agrees, by the acceptance of his deed, to maintain the sprinkler system and landscaping within this area at the owner's own cost and expense, except for those areas for which a public authority or utility company is or may be responsible. There is an easement across each lot within this subdivision two (2) feet wide, which easement begins

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one (1) foot from the front line of each lot, and is an easement retained for the purpose of installation of a cable television system.

13. Each lot within this subdivision is within the service area of the Salt River Valley Water Users' Association, and carries with it the right to delivery of irrigation water by the Salt River Valley Water Users' Association to each lot. Each owner agrees, by the acceptance of his deed that such deed acceptance does thereby appoint the Dobson Association, Inc., an Arizona corporation, as and to be his agent to accept delivery of the water to which each lot is entitled at a delivery point to be design^{Unofficial Document} the Dobson Association, and to transport said water across lands owned by the Dobson Association and the City of Mesa, a municipal corporation, for return into the system of the Salt River Valley Water Users' Association.

Each owner, by the acceptance of his deed, agrees that if he makes demand upon the Salt River Valley Water Users' Association for delivery of irrigation water to his lot, the owner shall secure and furnish the Salt River Valley Water Users' Association with the rights of way necessary therefor, and shall pay or bear the full cost and expense to construct, install and re-establish delivery facilities for such delivery to such lot, at his sole cost and expense, and at no cost and expense to Declarant or to the developer of the subdivision.

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14. Each owner agrees, by the acceptance of his deed, to abide by the rules, regulations and assessments of the Dobson Association, Inc., an Arizona corporation, and recognizes that non-payment of any dues or assessments levied by the Dobson Association is a lien against each lot as provided in the Declaration of Covenants, Conditions and Restrictions of the Dobson Association as recorded in the books and records of Maricopa County, Arizona, Books 10365 Pages 923-943

15. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

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16. If any person shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any person or persons owning any other lots in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent his or them from doing so or to recover damages or other dues for such violations provided, however, that a violation of these covenants, or any one or more of them shall not affect the lien of any mortgage now of record,

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or which hereafter may be placed of record upon said lots or any part thereof.

17. Invalidation of any one of the easements, covenants, conditions or restrictions of this Declaration by judgment or court order shall not affect any other provisions of this Declaration, which provisions shall remain in full force and effect.

IN WITNESS WHEREOF, TRANSAMERICA TITLE COMPANY as Trustee, at the direction of Developer, has caused its corporate name to be signed and its corporate seal to be affixed by the undersigned officer thereunto duly authorized this 16th day of October, 1973.

Unofficial Document

TRANSAMERICA TITLE COMPANY,
an Arizona corporation

By

Richard B. Burtin
Trust Officer

APPROVED AS TO FORM:

AMERICAN CONTINENTAL HOMES, INC.,
an Ohio corporation

By

C. E. Washington
President

APPROVED AS TO LEGAL FORM:

By

J. M. O'Rourke

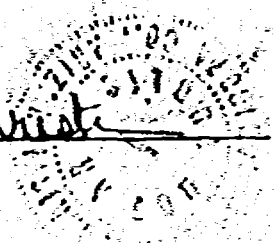
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STATE OF ARIZONA)
County of Maricopa) ss.

On this the 18 day of October, 1973,
before me, the undersigned Notary Public, personally appeared
G.L. Pennington and John J. Rhodes III, who
acknowledged themselves to be the President and
Legal Counsel of AMERICAN CONTINENTAL HOMES, INC.,
an Ohio 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 by themselves President and
Legal Counsel.

WITNESS my hand and official seal.

Julius J. Christie
Notary Public



My commission expires:
My Commission Expires March 16, 1976

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STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 16th day of October, 1973,
before me, the undersigned Notary Public, personally appeared
Richard Brittain, who acknowledged himself to be
the Trust Officer of TRANSAMERICA TITLE COMPANY, a corporation
and that as such officer, being authorized to do so executed
the foregoing instrument for the purposes therein contained
by signing the name of the corporation, as Trustee, by himself
as such officer.

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WITNESS my hand and official seal.

Marcell J. [Signature]
Notary Public

My commission expires:

My Commission Expires June 18, 1977