

# DON CARLOS ESTATES

223-2  
City of Mesa  
S-2-2  
2.23  
Official  
year a-res-1  
Security order  
City of Mesa

A SUBDIVISION IN THE WEST PART OF TRACT 'G' AMENDED PLAT OF LOS ALTOS RECORDED IN BOOK 167 OF MAPS PAGE 27 M.C.R. ARIZONA.

**DEDICATION**

STATE OF ARIZONA ) S.S.  
COUNTY OF MARICOPA )

KNOW ALL MEN BY THESE PRESENTS:

That ERIC E. KENNEY, ALAN L. ZELL, WINDERMERE DEVELOPMENTS, INC., an Arizona Corporation, and KEN FOWLER ARIZONA, INC., an Arizona Corporation, Doing Business As: Baseline Plaza, as owners has subdivided under the name of Don Carlos Estates, a subdivision of a portion of the SW1/4 of the SW1/4 of Section 31, T-1-N, R-5-E of the G. & S.R.B. & M., Maricopa County, Arizona as shown and platted hereon, and hereby publishes this plat as and for the plat of said Don Carlos Estates, and hereby declares that said plat sets forth the location and gives the dimensions of the lots, that each lot shall be known by number given each respectively on said plat and the easements shown hereon are dedicated for the purposes shown.

In witness whereof, ERIC E. KENNEY, ALAN L. ZELL, WINDERMERE DEVELOPMENTS, INC., and KEN FOWLER ARIZONA, INC., Doing Business As: Baseline Plaza, have executed said plat this 21<sup>st</sup> day of NOVEMBER, 1979.

BASELINE PLAZA, an Arizona joint venture

BY: Eric E. Kenney  
ERIC E. KENNEY

Alan L. Zell  
ALAN L. ZELL

WINDERMERE DEVELOPMENTS, INC.

BY: Paul Gareau  
PAUL GAREAU, PRESIDENT

KEN FOWLER ARIZONA, INC.

BY: Kenneth Fowler  
KENNETH FOWLER, PRESIDENT  
D.B.A. Baseline Plaza

**ACKNOWLEDGEMENT**

STATE OF ARIZONA ) S.S.  
COUNTY OF MARICOPA )

On November 21, 1979, before me, the undersigned, a Notary Public in and for said State, personally appeared Eric E. Kenney and Alan L. Zell known to me to be the persons whose names subscribed to the within instrument and acknowledged to me that they executed the same.

Witness my hand and official seal.

SIGNATURE Eric E. Kenney MY COMMISSION EXPIRES August 14, 1981

STATE OF ARIZONA ) S.S.  
COUNTY OF MARICOPA )

On Nov. 29, 1979, before me, the undersigned, a Notary Public in and for said State, personally appeared Kenneth Fowler, who acknowledged himself to be President of Ken Fowler Arizona, Inc., an Arizona Corporation and that he as President, being authorized to do so, executed the foregoing instrument by signing the name of the Corporation by himself as President

Witness my hand and official seal.

SIGNATURE Kristie Kenney MY COMMISSION EXPIRES June 13, 1980

STATE OF ARIZONA ) S.S.  
COUNTY OF MARICOPA )

On Nov. 29, 1979, before me, the undersigned, a Notary Public in and for said State, personally appeared Paul Gareau, who acknowledged himself to be President of Windermere Developments, Inc., an Arizona Corporation and that he as President, being authorized to do so, executed the foregoing instrument by signing the name of the Corporation by himself as President.

Witness my hand and official seal.

SIGNATURE Kristie Kenney MY COMMISSION EXPIRES June 13, 1980

**ACKNOWLEDGEMENT**

STATE OF ARIZONA ) S.S.  
COUNTY OF MARICOPA )

On Dec 4, 1979, before me, the undersigned, a Notary Public in and for said State, personally appeared Kenneth P. Brown, who acknowledged himself to be Vice President of Abacus Mortgage Investment Company, a Delaware Corporation, and that he as Vice President, being authorized to do so, executed the foregoing instrument by signing the name of the Corporation by himself as Vice President.

Witness my hand and official seal.

SIGNATURE Kenneth P. Brown MY COMMISSION EXPIRES Nov. 13, 1980

**APPROVED**

This plat is hereby ratified and approved by ABACUS MORTGAGE INVESTMENT COMPANY, a Delaware Corporation, as lien holder of the land subdivided by this plat, under a certain Deed of Trust recorded in the Maricopa County Recorder's Office on September 21, 1979, Docket #13914, page 994.

In Witness Whereof, ABACUS MORTGAGE INVESTMENT COMPANY, a Delaware Corporation, has caused its name to be signed and same to be attested to by the signature of the undersigned officer thereunto duly authorized this 4<sup>th</sup> day of DECEMBER 1979.

ABACUS MORTGAGE INVESTMENT COMPANY,  
a Delaware Corporation

BY: Kenneth P. Brown  
Vice President

**CERTIFICATION**

THIS IS TO CERTIFY THAT THE SURVEY OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF JULY, 1979, ALSO THAT THE PLAT IS CORRECT AND ACCURATE AND THAT THE MONUMENTS DESCRIBED HEREON HAVE BEEN LOCATED AS DESCRIBED.

BY: Richard W. Mettee 11/14/79  
RICHARD W. METTEE  
REGISTERED CIVIL ENGINEER  
NO. 9531

LOS ALTOS (AMENDED)  
BK. 167 PG. 27 M.C.R.

LOS ALTOS (AMENDED)  
BK. 167 PG. 27 M.C.R.

**LEGEND**

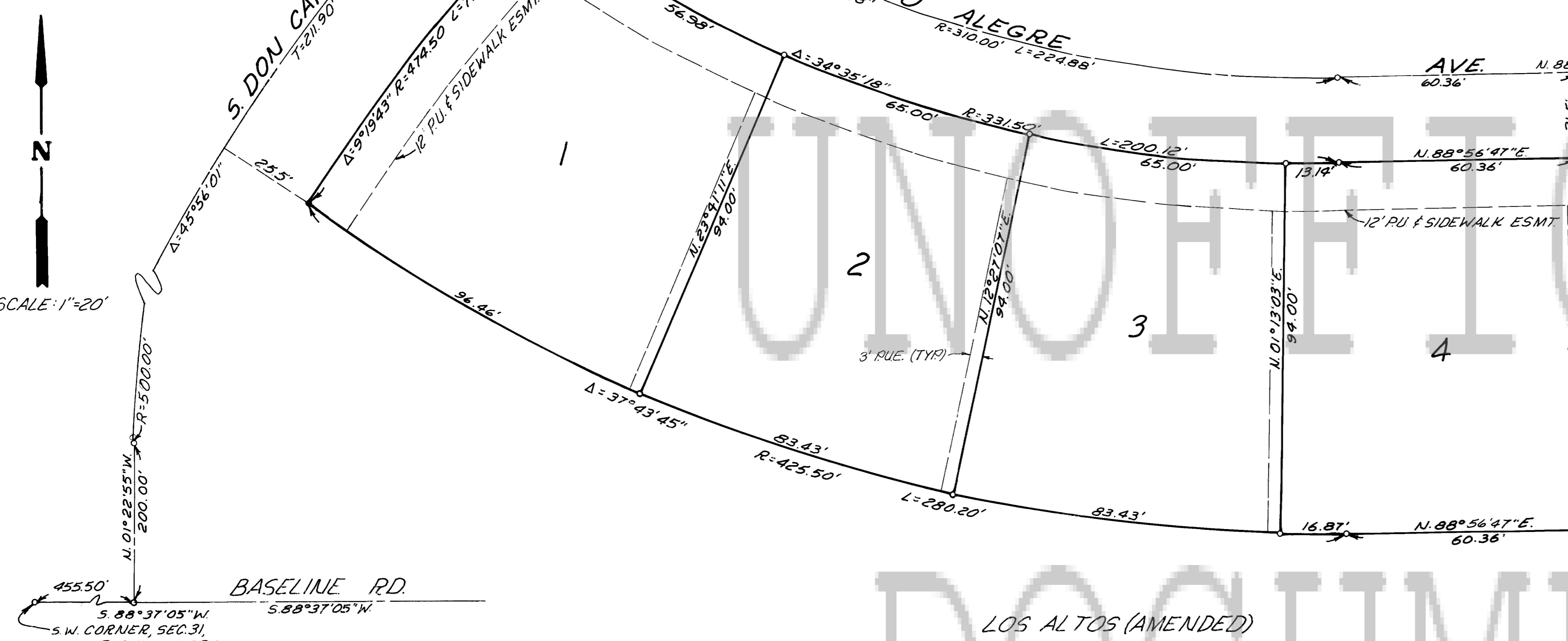
- P.U.-----INDICATES PUBLIC UTILITY EASEMENT
- INDICATES CORNER THIS DEVELOPMENT
- INDICATES MONUMENT SET OR FOUND

**APPROVAL**

APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MESA, ARIZONA THE 27<sup>th</sup> DAY OF JANUARY, 1980.

BY: James R. ... ATTEST: ...  
MAYOR CLERK

APPROVAL BY: Richard W. Mettee  
CITY ENGINEER DATE



UNOFFICIAL DOCUMENT

223-2  
**METTEE-McGILL ASSOCIATES**  
CIVIL ENGINEERING CONSULTANTS  
1150 EAST GLENDALE AVENUE  
PHOENIX, ARIZONA 85020  
PHONE: (602) 997-7235  
**MM**

When Recorded Mail To:  
Baseline Plaza  
c/o Zell Management &  
Development, Inc.  
Suite 122  
5201 North 19th Avenue  
Phoenix, Arizona 85015

PROP RSTR 199

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That Eric E. Kenney, Alan L. Zell, Windermere Developments, Inc., an Arizona Corporation, and Ken Fowler Arizona, Inc., an Arizona Corporation, D.B.A. Baseline Plaza, as the owner of all of the following described premises; situated within the County of Maricopa, State of Arizona, to-wit:

Lots 1 through 4, inclusive, Don Carlos Estates, according to the plat of record in the Office of the County Recorder of Maricopa County, Arizona, in Book 223 of Maps, page 2.

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 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. LAND USE AND BUILDING TYPE: 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 and one-half (2-1/2) stories in height and a private three (3) car garage. No business, trade or manufacturing of any nature or description shall be carried on or transacted on any portion of said property nor shall any part of said premises be used as a hospital or sanitarium or other place for hire for the care or entertainment of persons suffering from any disease or disability whatsoever.
2. SIZE: The floor area of the dwelling, exclusive of porches, garages, carport and patios, shall be not less than twelve hundred (1,200.00) square feet. No prefabricated building or other structure of any nature whatsoever, permanent or temporary shall be moved or placed upon, or assembled or otherwise maintained on any lot, provided, however, that a temporary office, trailer office, tool shed, lumber shed and/or sales office may be maintained upon any lot or lots by any building contractor for the purpose of erecting and selling dwellings on any lot or lots, but such temporary structures shall be removed at completion of construction or selling of dwelling, whichever is later.
3. BUILDING LOCATION: No building shall be located on any lot nearer to the front line than Twenty (20) feet, no building shall be located nearer than five (5) feet in any interior lot line, nor closer than Ten (10) feet to a side lot line adjacent to a street, except that side yards for detached garages and other permitted necessary buildings located in the rear one-half of the lot need only conform to the requirements of the County of Maricopa. A carport and storage room attached to the walls of the dwelling may be placed not closer than three (3) feet to an interior lot line and not closer than ten (10) feet to a side lot line adjacent to a street. For the purpose of this covenant, caves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. In the event an owner acquires a portion of any adjoining lot or lots, the foregoing measurements shall be made from such owner's side property lines rather than from the side lots lines indicated on said recorded map of plat. None of said lots shall be resubdivided into smaller lots nor conveyed or encumbered in less than the full original dimension of such lots as shown by the plat of

Don Carlos Estates, except for public utilities, provided that this restriction shall not prevent the conveyance or encumbrance of adjoining or contiguous lots or parts of lots in such a manner as to create parcels of land in a common ownership having the same or a greater street frontage than shown on the plat of Don Carlos Estates for any one of the lots, portions of which are so conveyed or encumbered or having a greater area than any of the lots, portions of which are so conveyed or encumbered. Thereafter, such parts of adjoining or contiguous lots in such common ownership, shall, for the purposes of these restrictions, be considered as one lot. Nothing herein contained shall prevent the dedication of conveyance of portions of lots for public utilities, in which event the remaining portion of any lot shall, for the purpose of this provision, be treated as a whole lot.

4. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between Two (2) and Six (6) feet above the roadways, shall be permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points Twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

5. EASEMENTS: Easements, as indicated upon the recorded Map of this subdivision, are reserved for the installation and maintenance of public service utilities and other uses for public or quasi-public good. No buildings shall be placed upon such easements or interference be made with the free use of the same for the purposes intended.

6. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

7. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, bar or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

8. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet, advertising the property for sale or rent, or as placed by the developer during the period of development of this subdivision.

9. LIVESTOCK AND POULTRY: 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, however, that they are not kept, bred or maintained for any commercial purpose. Horses may be kept for single-family use subject to rules and regulations of the County of Maricopa.

10. GARAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. Equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

11. ABANDONED OR INOPERABLE VEHICLES: No vehicle of any type which is abandoned or inoperable shall be stored or kept on any lot within this subdivision (or street if the subdivision contains private streets) in such a manner as to be seen from any other lot or from any streets or alleyways within this subdivision.

12. OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

13. **COMPLETION OF CONSTRUCTION:** Any building in this subdivision the construction of which have been started, shall be completed without delay, except when such delay is caused by an act of God, strikes, actual inability of the owner to procure delivery of necessary material, or by interference by other persons or forces beyond the control of the owner to prevent. Financial inability of the owner or his contractor to secure labor or materials or discharge liens or attachments shall not be deemed a cause beyond his control.
14. **CARE OF PROPERTIES:** All vacant lots in this subdivision shall be at all times kept free of rubbish and litter; weeds and grass shall be disced out or kept well mown so as to present a tidy appearance. The yards and grounds in connection with all improved properties shall be at all times kept in a neat and sightly condition and shall be cultivated and planted to any extent sufficient to maintain an appearance not out of keeping with that of typical improved properties in this subdivision. During prolonged absence, owner of said lot agrees he will arrange for the care of the property, during said absence. In the event a lot owner does not maintain his lot in a neat, proper manner, any side neighbors, acting in concert, may have said lot cleaned up and upon refusal to pay with Thirty (30) days from date upon filing an affidavit that said owner refuses to maintain said lot in a neat and proper manner, may file said affidavit in the Office of the County Recorder of Maricopa County, State of Arizona, stating the amount therein and to whom it was paid and the date and such amount shall constitute a lien against said lot. No over-night parking for any trucks, pickup-trucks, or trailers will be permitted in the streets, and further, no vehicles other than passenger cars and pickup-trucks will be parked in open carports.
15. **DRAINAGE EASEMENT:** Purchaser shall not at any time hereafter fill, block, or obstruct any drainage structures on the demised premises, nor shall purchaser cause or suffer to be erected on the demised premises any building or obstruction for Unofficial Document pose, directly or indirectly, of obstruction, blocking or filling any such drainage easement or drainage structure, and purchaser agrees to make and forever to repair and maintain all such drainage easements and drainage structures on the demised premises, making good nevertheless, at his own expense, all damage which may be caused to the said drainage easements and structures on the demised land, and purchaser agrees to repair at his own expense, all damage to any structure on any lot which may be used directly or indirectly, by his obstructing, blocking or filling any such drainage easements.
16. **DOMINANT TENEMENT:** Each of the lots in said tract shall constitute the dominant tenement and be entitled to the benefit of the covenants herein contained as against all of the other lots in said tract which shall constitute the servient tenements.
17. **TERMS:** These covenants are to run with the land and shall be binding on the undersigned and all of its successors in title, interest or possession in all and every part of said premises until January 15, 2010 and thereafter said covenants shall be automatically extended for successive periods of ten (10) years, unless and until the owners of a majority of the lots affected hereby amend or revoke the same by written instrument, duly acknowledge, and recorded.
18. **DEEDS:** Deeds of conveyance of all or any of said lots shall incorporate by reference all of the provisions contained in this document. "However, whether or not recited in the deeds of conveyance, these restrictions shall be binding on every owner of every lot in this subdivision".
19. **ENFORCEMENT:** If the owner or possessor of any lot subject to these restrictions shall violate, or attempt to violate, any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said tract to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages for such violation, or both.

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20. **SUBORDINATION:** Nothing contained in this Declaration shall be held to invalidate the lien of any mortgage or deed of trust prior to foreclosure, provided, however, that any purchaser at any mortgage foreclosure sale or sale under Deed of Trust shall hold title subject to all the provisions hereof.

21. **SEVERABILITY:** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

22. 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 nonpayment 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.

In witness whereof, Eric E. Kenney, Alan L. Zell, Windermere Developments, Inc., and Ken Fowler Arizona, Inc., D.B.A. Baseline Plaza, have executed said Declaration of Restrictions this 28<sup>th</sup> Day of December, 1979.

By: \_\_\_\_\_

Eric E. Kenney

By: \_\_\_\_\_

Alan L. Zell  
Unofficial Document

Windermere Developments, Inc.

By: \_\_\_\_\_

Paul Ganeau, President

Ken Fowler Arizona, Inc.

By: \_\_\_\_\_

Ken Fowler, President

D.B.A. Baseline Plaza

APPROVED

This Declaration of Restrictions is hereby ratified and approved by ABACUS MORTGAGE INVESTMENT COMPANY, a Delaware Corporation, as lien holder of the land subdivided by this plat, under a certain Deed of Trust recorded in the Maricopa County Recorder's Office on September 21, 1979, Docket #13914, page 994.

In Witness Whereof, ABACUS MORTGAGE INVESTMENT COMPANY, a Delaware Corporation, has caused its name to be signed and same to be attested to by the signature of the undersigned officer thereonto duly authorized this 22 day of Jan, 1980.

ABACUS MORTGAGE INVESTMENT COMPANY,

a Delaware Corporation

BY: [Signature]

ACKNOWLEDGEMENT

STATE OF ARIZONA )  
S.S.  
COUNTY OF MARICOPA )

On Dec 28, 1979, before me, the undersigned, a Notary Public in and for said State, personally appeared Eric E. Kenney and Alan L. Zell known to me to be the persons whose names subscribed to the within instrument and acknowledged to me that they executed the same.

Witness my hand and official seal.

[Signature]  
SIGNATURE

My Commission Expires June 13, 1980  
MY COMMISSION EXPIRES

Unofficial Document

STATE OF ARIZONA )  
S.S.  
COUNTY OF MARICOPA )

On Dec 28, 1979, before me, the undersigned, a Notary Public in and for said State, personally appeared Kenneth Fowler, who acknowledged himself to be President of Ken Fowler Arizona, Inc., an Arizona Corporation and that he as President, being authorized to do so, executed the foregoing instrument by signing the name of the Corporation by himself as President

Witness my hand and official seal.

[Signature]  
SIGNATURE

My Commission Expires June 13, 1980  
MY COMMISSION EXPIRES

STATE OF ARIZONA )  
S.S.  
COUNTY OF MARICOPA )

On Dec 28, 1979, before me, the undersigned, a Notary Public in and for said State, personally appeared Paul Gareau, who acknowledged himself to be President of Windermere Developments, Inc., an Arizona Corporation and that he as President, being authorized to do so, executed the foregoing instrument by signing the name of the Corporation by himself as President.

Witness my hand and official seal.

[Signature]  
SIGNATURE

My Commission Expires June 13, 1980  
MY COMMISSION EXPIRES

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ACKNOWLEDGEMENT

STATE OF ARIZONA )  
                          ) S.S.  
COUNTY OF MARICOPA )

On Jan 22, 1980, before me, the undersigned, a Notary Public in and for said State, personally appeared KENNETH BROWN, who acknowledged himself to be VICE PRESIDENT of Abacus Mortgage Investment Company, a Delaware Corporation, and that he as VICE PRESIDENT, being authorized to do so, executed the foregoing instrument by signing the name of the Corporation by himself as VICE PRESIDENT.

Witness my hand and official seal.



[Signature]  
SIGNATURE

March 27, 1981  
MY COMMISSION EXPIRES

Unofficial Document

MAY 2 - 1980 - 10 00

STATE OF ARIZONA }  
County of Maricopa } ss

I hereby certify that the within instrument was filed and recorded at request of

City of Mesa

in Docket 14393  
on page 260-265

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

Bill Henry  
County Recorder  
[Signature]  
Deputy Recorder

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