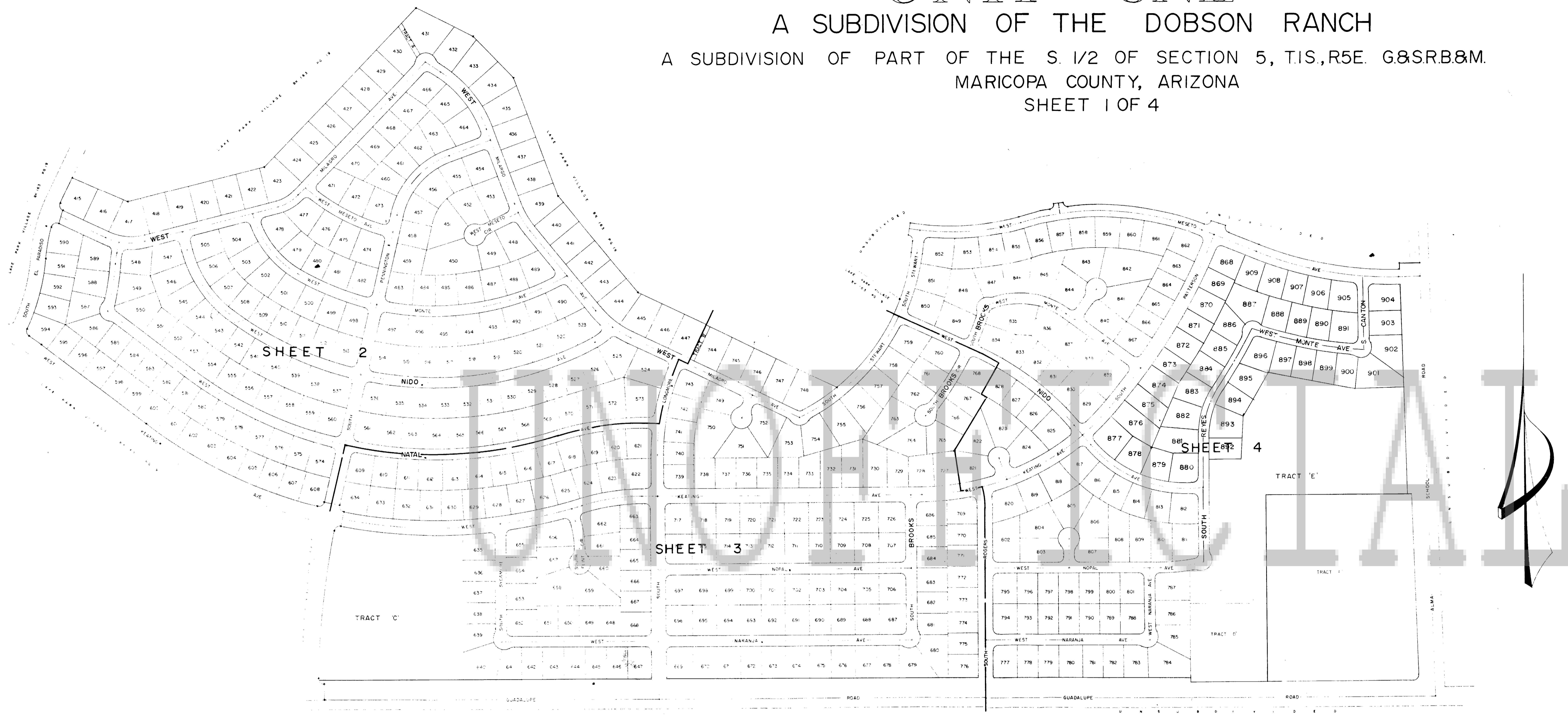


DOBSON RANCH UNIT ONE

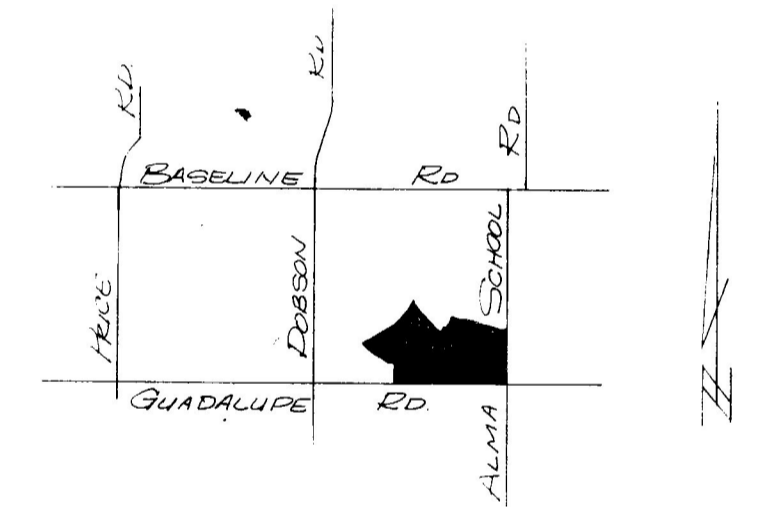
A SUBDIVISION OF THE DOBSON RANCH
A SUBDIVISION OF PART OF THE S. 1/2 OF SECTION 5, T.1S., R.5E. G&SR.B&M.
MARICOPA COUNTY, ARIZONA
SHEET 1 OF 4

INDEXED
PAGE D

92754
STATE OF ARIZONA
County of Maricopa
I hereby certify that the within instrument was filed and recorded at request of
City of Mesa
in Decket *172-5*
on page *5*
Witness my hand and official seal the day and year aforesaid.
Paul C. Larson
County Recorder
Deputy Registrar



- Indicates Set Survey Monument.
 - Indicates Public Utilities Easement.
 - ▲ Indicates common corner with Dobson RANCH LAKE PARK VILLAGE Bk. 163 Pg. 19
 - Indicates corner of this subdivision. Set 1/2" I.P. unless noted otherwise
- Note: All utilities to be installed underground.
Construction within easements shall be limited to utilities; and wood, wire, or removable section type fencing.
- Indicates Transformer Easement



DEDICATION

State of Arizona
County of Maricopa

Know all men by these presents: That Transamerica Title Company an Arizona corporation, as Trustee has subdivided under the name of Dobson Ranch Unit One part of the South half of Section 5, T.1S., R.5E., G&SR.B&M, Maricopa County, Arizona as shown hereon and hereby publishes this plat as and for the plat of said Dobson RANCH Unit One and hereby declares that said plat sets forth the location and gives the measurements and dimensions of the lots, tracts, streets and easements constituting same and that each lot, tract, and street shall be known by the number, letter, or name that is given each respectively on said plat and Transamerica Title Company, as Trustee, 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 to the use shown. An easement for public utilities and drainage is hereby dedicated over Tracts A and B.

In witness whereof, the Transamerica Title Company, as Trustee has caused its corporate name to be signed and its corporate seal to be affixed by the undersigned officer thereunto duly authorized this 8th day of April A.D. 1974.

TRANSAMERICA TITLE COMPANY
AS TRUSTEE

By: Robert C. Quinn
Trust Officer

ACKNOWLEDGEMENT

State of Arizona
County of Maricopa

Before me this 8th day of April, 1974, personally appeared Robert C. Quinn who acknowledged himself to be a Trust Officer of the Transamerica Title Company and that he as such officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation as Trustee, by himself as such officer.

In witness whereof I hereunto set my hand and official seal.

My commission will expire: 6-11-77

Priscilla Ann Smith
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 January, 1974.

Marvin E. Larson
Registered Civil Engineer



APPROVAL

Approved by the City Council of the City of Mesa, Arizona this 4th day of February, 1974.

Attest: [Signature]
City Clerk

[Signature]
Mayor

Approved by the City Engineer of the City of Mesa, Arizona this day of , 1974.

[Signature]
City Engineer

DOBSON RANCH UNIT ONE

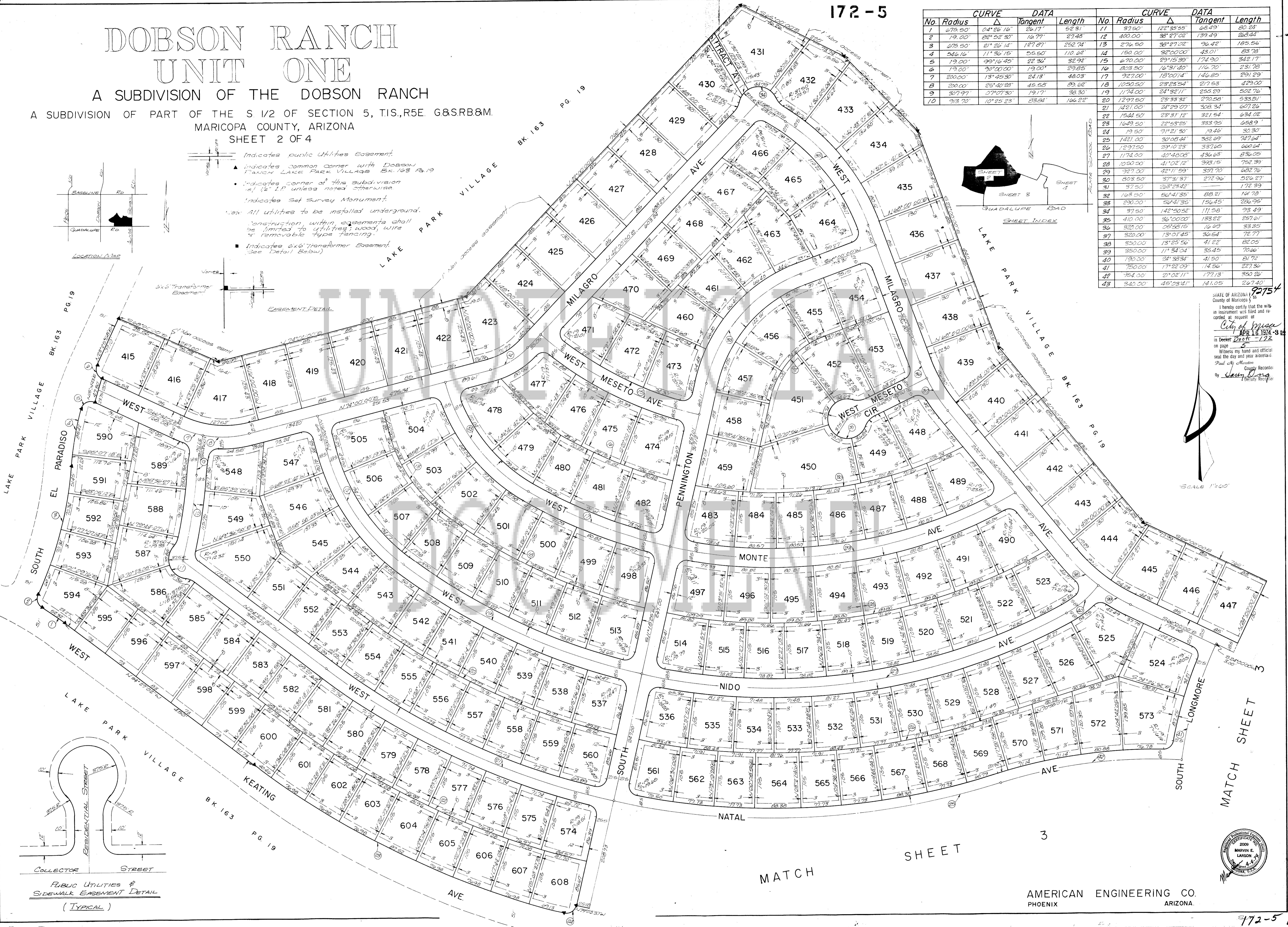
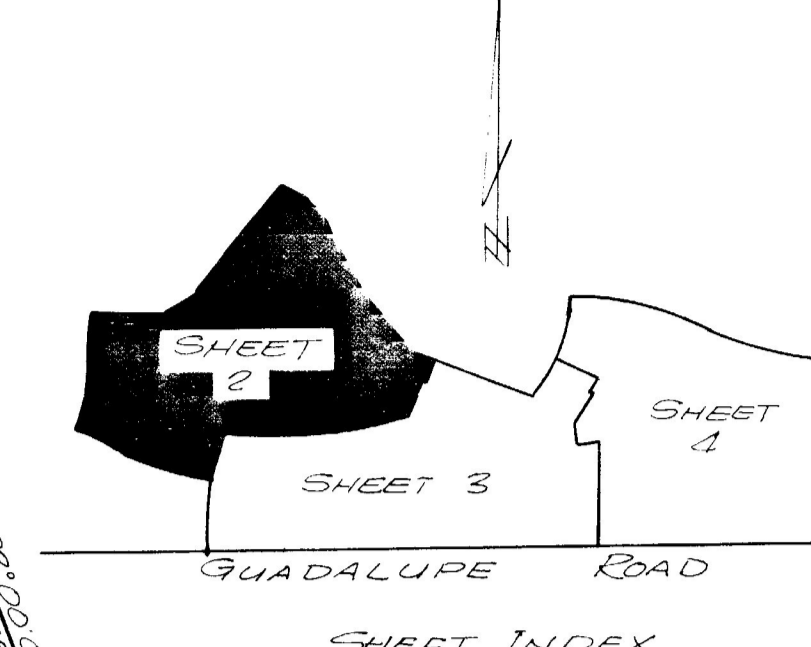
A SUBDIVISION OF THE DOBSON RANCH

A SUBDIVISION OF PART OF THE S 1/2 OF SECTION 5, T15, R5E, G&SRB&M.
MARICOPA COUNTY, ARIZONA
SHEET 2 OF 4

172-5

CURVE DATA				CURVE DATA			
No.	Radius	Δ	Tangent Length	No.	Radius	Δ	Tangent Length
1	675.50'	04°26'16"	26.17'	11	37.50'	122°35'55"	68.43'
2	19.00'	88°52'30"	16.77'	12	400.00'	38°27'02"	139.49'
3	675.50'	21°26'14"	127.87'	13	276.50'	38°27'02"	96.42'
4	546.16'	11°36'15"	55.50'	14	150.00'	32°00'00"	45.01'
5	19.00'	99°16'45"	22.36'	15	670.00'	29°15'39"	174.90'
6	19.00'	90°00'00"	19.00'	16	283.50'	16°31'40"	116.70'
7	200.00'	13°45'30"	24.13'	17	927.00'	18°00'14"	146.85'
8	200.00'	25°40'28"	45.58'	18	1050.50'	23°23'54"	217.53'
9	327.97'	07°07'30"	19.17'	19	1174.00'	24°32'11"	255.23'
10	713.70'	10°25'23"	83.84'	20	1297.50'	23°33'32"	270.58'
				21	1421.00'	24°29'07"	308.34'
				22	1544.50'	23°31'12"	321.54'
				23	1649.50'	22°53'25"	333.95'
				24	19.50'	91°21'50"	19.46'
				25	1421.00'	20°08'44"	282.69'
				26	1297.50'	29°10'23"	337.65'
				27	1174.00'	40°43'08"	436.63'
				28	1050.50'	41°02'12"	393.15'
				29	927.00'	42°11'59"	357.70'
				30	803.50'	37°31'37"	272.96'
				31	37.50'	238°23'42"	172.89'
				32	163.50'	56°41'35"	88.21'
				33	200.00'	56°41'35"	156.45'
				34	37.50'	142°50'52"	111.58'
				35	410.00'	56°00'00"	133.22'
				36	320.00'	06°58'19"	16.49'
				37	320.00'	13°01'45"	36.64'
				38	350.00'	13°25'56"	41.22'
				39	350.00'	11°34'04"	35.45'
				40	790.00'	24°38'34"	41.50'
				41	750.00'	17°32'09"	14.56'
				42	754.00'	21°02'11"	177.13'
				43	340.00'	45°23'41"	141.05'

- Indicates public Utilities Easement.
- Indicates common corner with Dobson Ranch Lake Park Village Bk. 163 Pg. 19
- Indicates corner of this subdivision w/ 1/4" I.P. unless noted otherwise.
- Indicates Set Survey Monument.
- All utilities to be installed underground.
- Construction within easements shall be limited to utilities, wood, wire or removable type fencing.
- Indicates 6x6 Transformer Easement (See Detail Below)



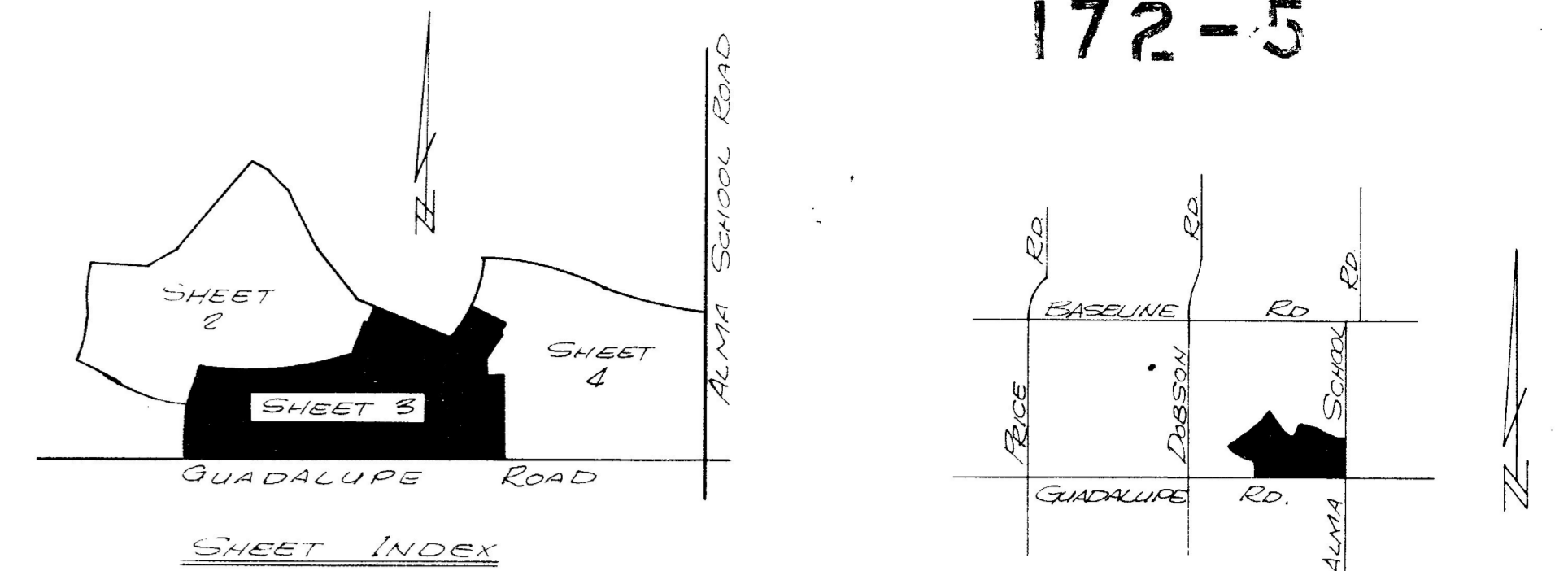
STATE OF ARIZONA
County of Maricopa
I hereby certify that the within instrument was filed and recorded at request of
City of Mesa
APR 16 1974 - 8 39
in Deed Book 172-5
on page
Witness my hand and official seal the day and year aforesaid.
Paul M. Maston County Recorder
By **Leah Long** Deputy Recorder



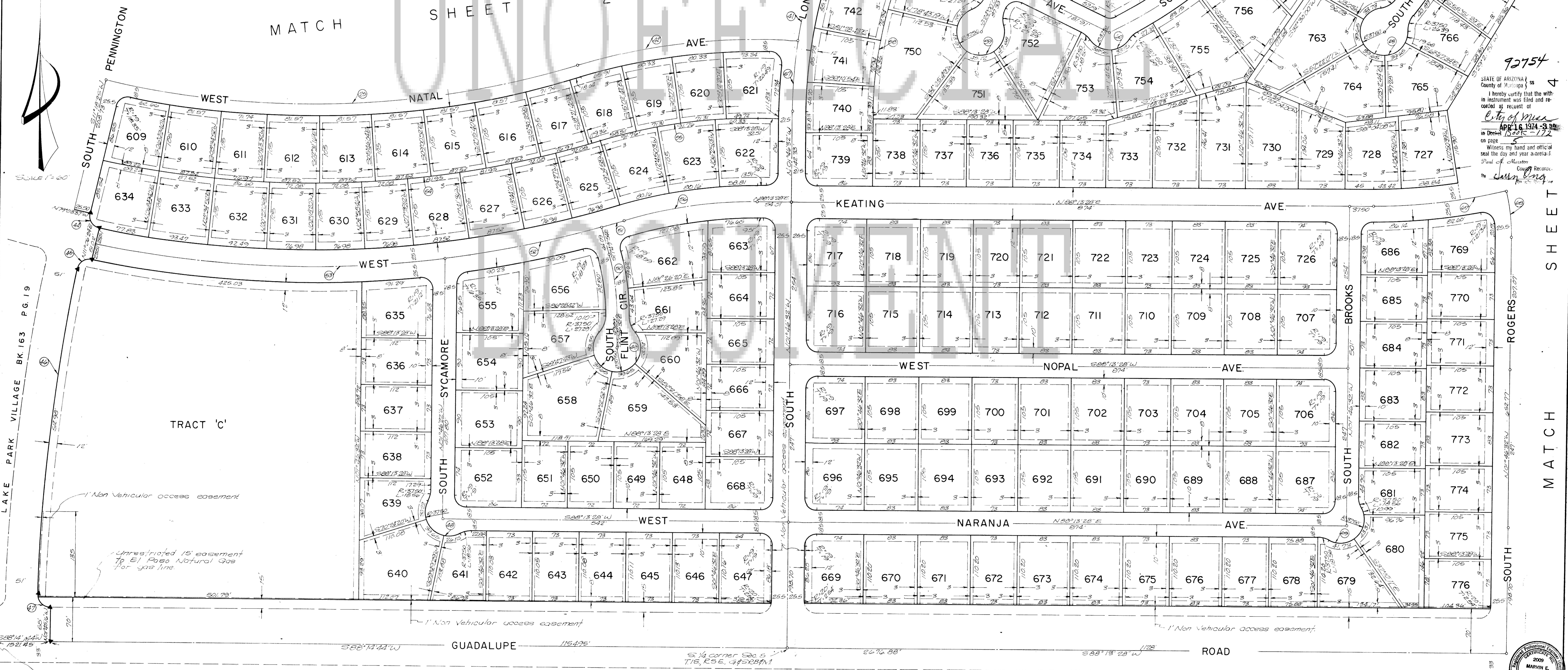
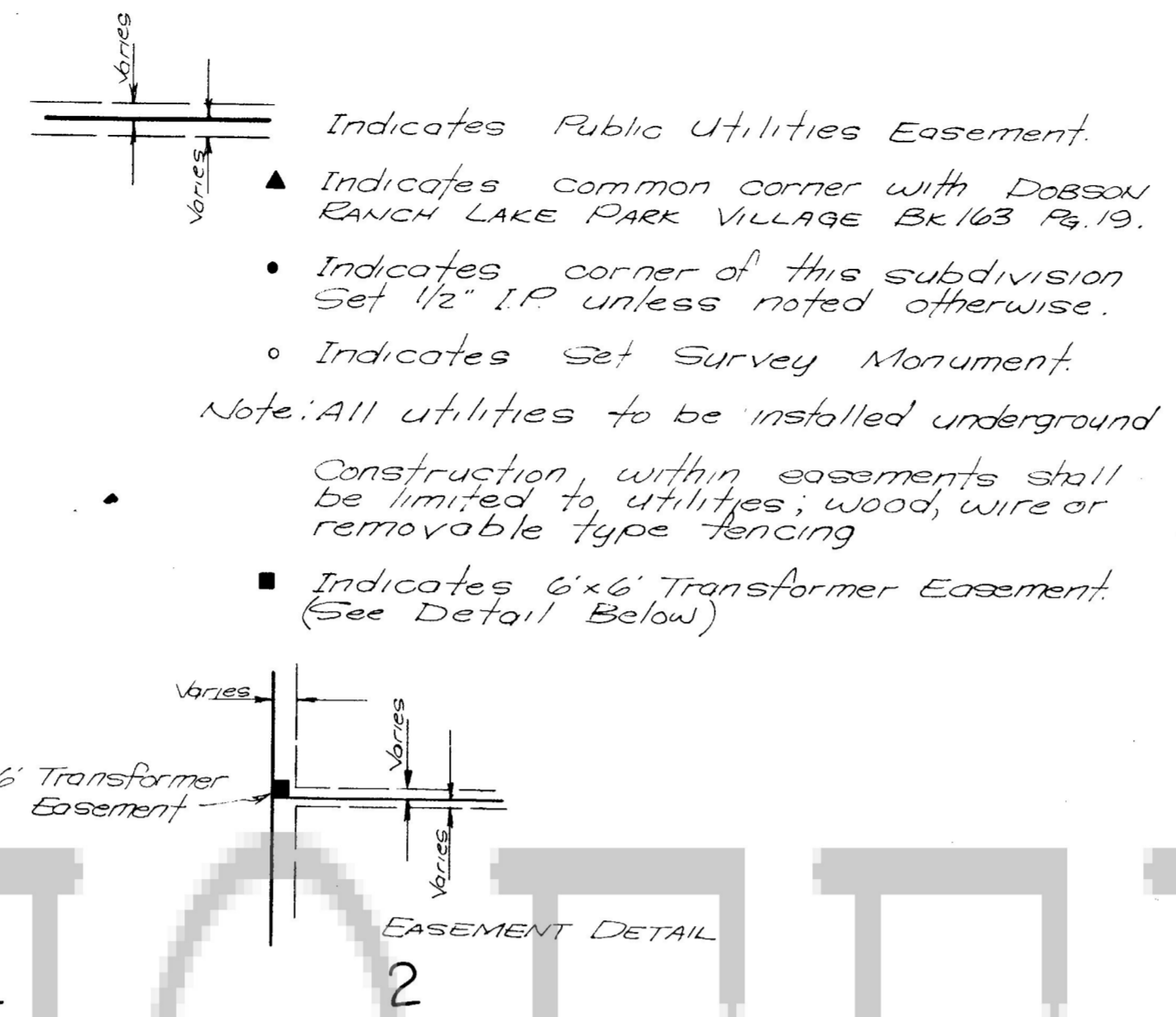
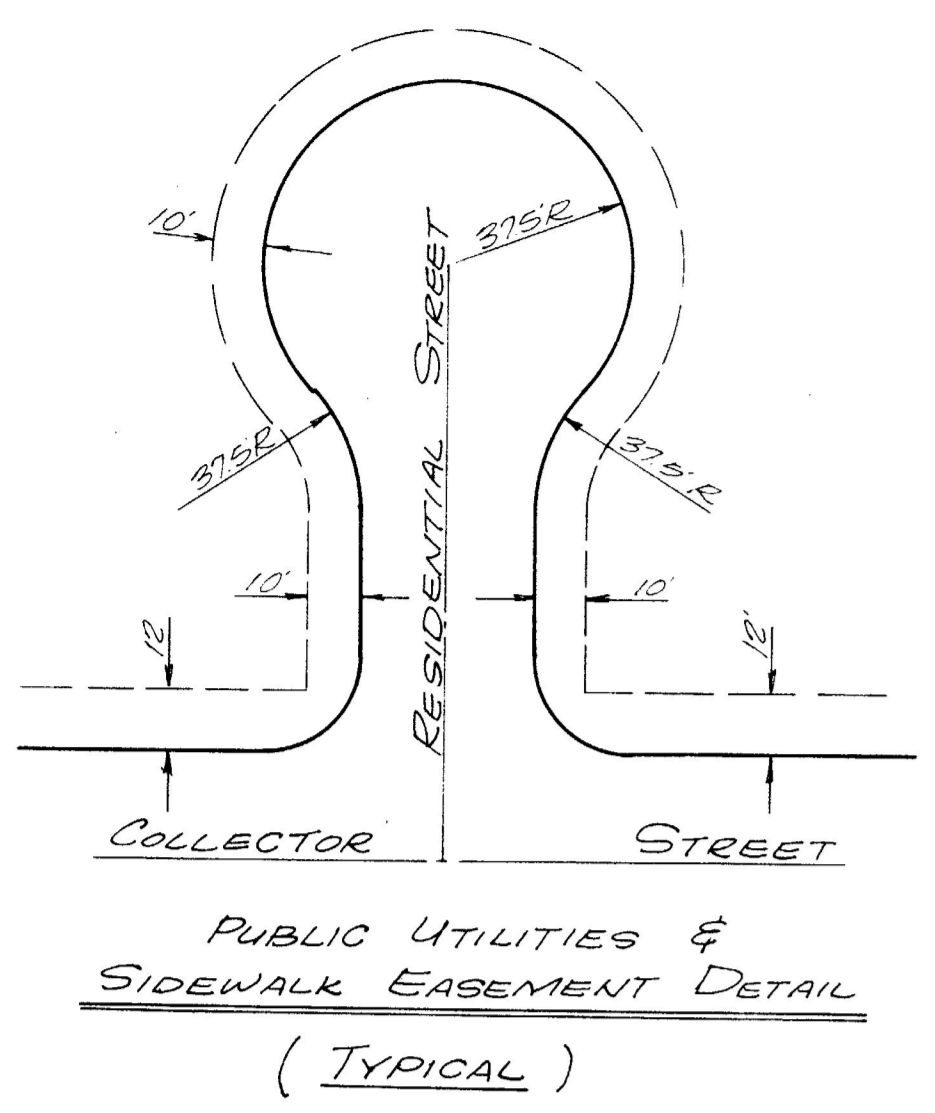
AMERICAN ENGINEERING CO.
PHOENIX ARIZONA

DOBSON RANCH UNIT ONE

A SUBDIVISION OF THE DOBSON RANCH
A SUBDIVISION OF PART OF THE S. 1/2 OF SECTION 5, T.1S., R.5E. G&SRB&M.
MARICOPA COUNTY, ARIZONA
SHEET 3 OF 4



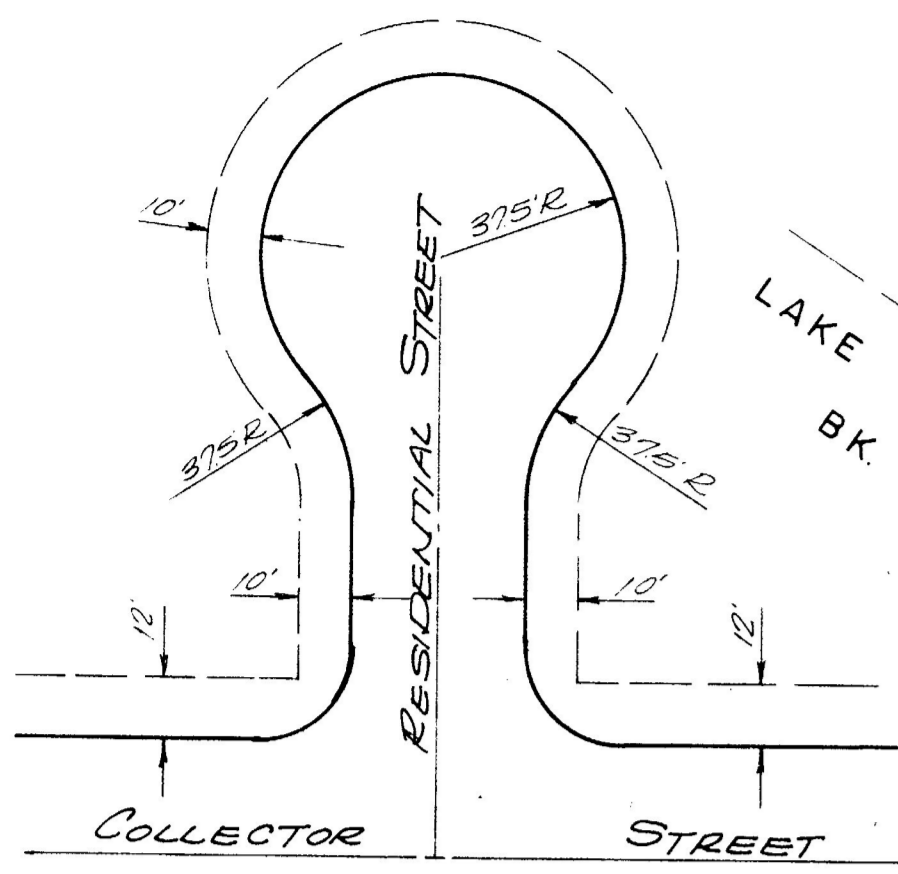
No.	CURVE		DATA	
	Radius	Δ	Tangent	Length
25	1421.00'	50°18'44"	882.69'	1217.64'
41	750.00'	17°22'03"	117.36'	2271.36'
42	750.00'	21°02'11"	177.36'	2350.26'
44	19.00'	51°46'38"	19.60'	31.13'
45	19.00'	89°09'50"	19.00'	291.24'
46	2974.50'	35°52'52"	2571.13'	5127.98'
47	70.00'	9°27'17"	21.15'	31.72'
48	3750'	14°42'56"	125.25'	76.03'
49	3750'	26°32'12"	—	172.35'
50	350.00'	14°03'22"	49.36'	98.08'
51	1475.00'	0°11'59"	18.27'	36.53'
52	1475.00'	08°33'37"	125.36'	250.26'
53	1475.00'	16°49'36"	276.32'	552.30'
54	1544.50'	20°13'38"	402.58'	787.64'
55	230.00'	17°18'21"	102.89'	200.35'
56	111.20'	17°18'21"	106.83'	211.24'
57	750.00'	78°24'23"	65.12'	110.34'
58	635.00'	24°31'04"	134.33'	264.59'
59	3750'	26°32'12"	—	172.35'
60	3750'	10°31'27"	93.70'	72.13'
61	73.56'	37°25'22"	194.02'	378.89'
62	73.56'	38°58'27"	259.05'	497.37'
63	37.50'	26°32'17"	—	172.35'
64	705.00'	19°56'43"	139.40'	277.15'
65	305.00'	24°42'21"	211.29'	316.71'
66	241.50'	27°11'31"	203.52'	399.36'
67	261.16'	13°57'11"	105.33'	209.72'
68	321.70'	13°57'11"	36.71'	73.06'
69	3750'	23°42'55"	125.45'	94.03'



92754
STATE OF ARIZONA
County of Maricopa ss
I hereby certify that the within instrument was filed and recorded as requested of
City of Mesa
APR 16 1974 - 9 30
in Book 172-5
on page
Witness my hand and official seal the day and year aforesaid.
Paul C. Morrison
County Recorder
City of Mesa

AMERICAN ENGINEERING CO.
PHOENIX ARIZONA

172-5



PUBLIC UTILITIES & SIDEWALK EASEMENT DETAIL

(TYPICAL)

DOBSON RANCH UNIT ONE

A SUBDIVISION OF THE DOBSON RANCH

A SUBDIVISION OF PART OF THE
OF SECTION 5, T.15S,R.5E G&S.R.B&M.
MARICOPA COUNTY, ARIZONA
SHEET 4 OF 4



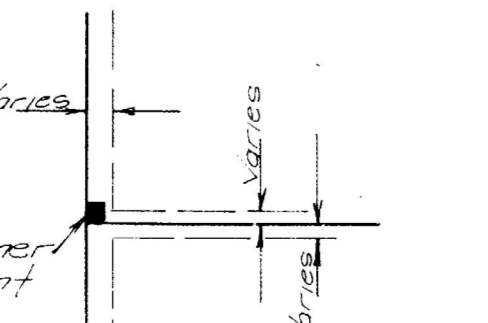
No.	CURVE DATA		Length	
	Radius	Δ Tangent		
61	713.52	30°25'22"	194.02	376.89
62	925.20	24°42'01"	211.29	412.51
63	841.50	27°11'31"	223.62	399.36
64	824.16	18°57'11"	125.35	207.72
65	300.00	13°57'11"	50.71	73.26
66	37.50	146°42'55"	125.45	96.03
67	600.00	14°20'11"	75.46	150.13
68	37.50	127°46'01"	12.49	53.42
69	915.00	33°29'17"	24.77	184.11
70	430.00	57°24'58"	237.23	433.65
71	553.50	52°50'15"	299.51	549.07
72	37.50	268°28'42"	---	172.39
73	291.66	19°26'54"	168.45	333.72
74	861.16	25°47'42"	435.58	87.09
75	87.50	25°10'21"	---	164.35
76	861.16	20°28'36"	155.54	307.77
77	861.16	29°20'01"	67.90	135.52
78	2100.00	04°43'53"	86.79	173.48
79	2100.00	14°16'50"	263.07	523.41
80	1969.50	13°00'10"	224.44	446.96
81	833.50	31°54'41"	238.30	464.22
82	37.50	268°28'42"	---	172.39
83	275.00	67°26'03"	163.39	294.86
84	266.50	162°27'38"	139.85	277.67
85	875.0	108°23'30"	52.07	71.00
86	295.88	28°55'59"	77.79	155.27
87	855.56	27°52'15"	157.57	311.65
88	732.06	17°41'36"	113.94	226.06
89	713.56	13°16'17"	83.01	165.28
90	19.00	87°33'33"	18.21	29.04
91	840.00	52°24'27"	17.83	35.78
92	840.00	23°44'37"	176.61	548.14
93	218.50	28°11'14"	190.37	374.10
94	260.00	28°19'25"	29.88	133.51
95	261.50	28°10'43"	32.97	105.84
96	19.00	87°51'07"	18.30	29.13
97	19.00	87°51'07"	18.30	29.13
98	281.50	27°38'06"	241.40	473.49
99	260.00	29°46'59"	255.23	499.02
100	19.00	31°07'44"	19.38	30.22
101	220.00	01°34'50"	28.97	57.93
102	19.00	88°28'40"	18.61	29.45
103	124.60	23°20'22"	250.78	494.61
104	124.00	17°37'04"	192.16	381.29
105	20.00	14°28'39"	2.84	5.05
106	124.00	25°42'57"	67.90	128.71
107	1270.50	17°23'12"	209.55	415.88
108	87.50	162°28'24"	163.58	39.85
109	1494.00	15°19'23"	220.98	999.66
110	37.50	185°39'47"	32.04	88.79
111	2230.50	10°15'54"	200.19	399.31
112	2354.00	09°26'30"	115.80	230.41

SHEET

MATCH

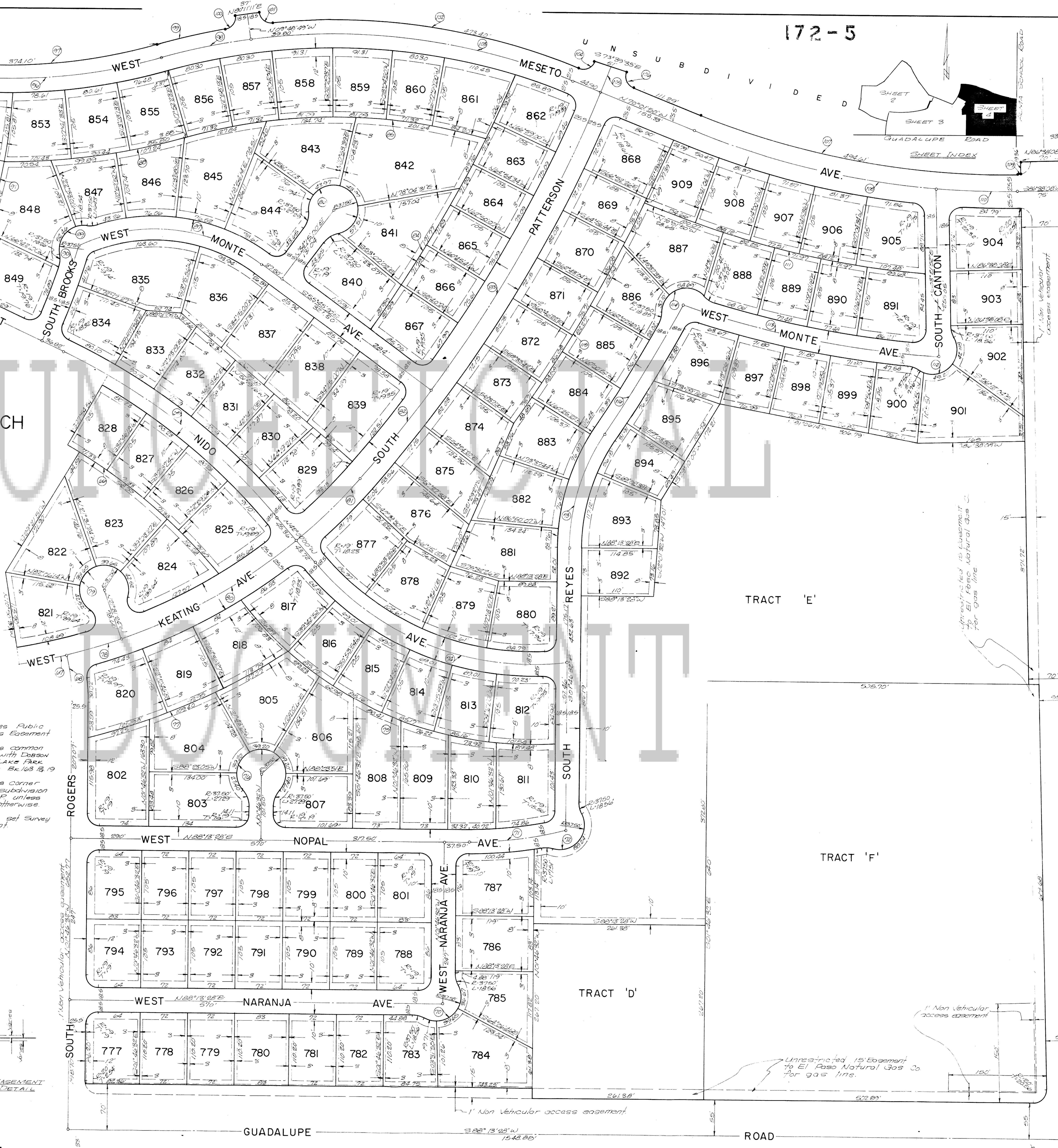
EASEMENT DETAIL

- Indicates Public Utilities Easement
- Indicates common corner with DOBSON RANCH LAKE PARK VILLAGE BK 163 PG 19
- Indicates corner of this subdivision set 1/2" IP unless noted otherwise
- Indicates set Survey Monument

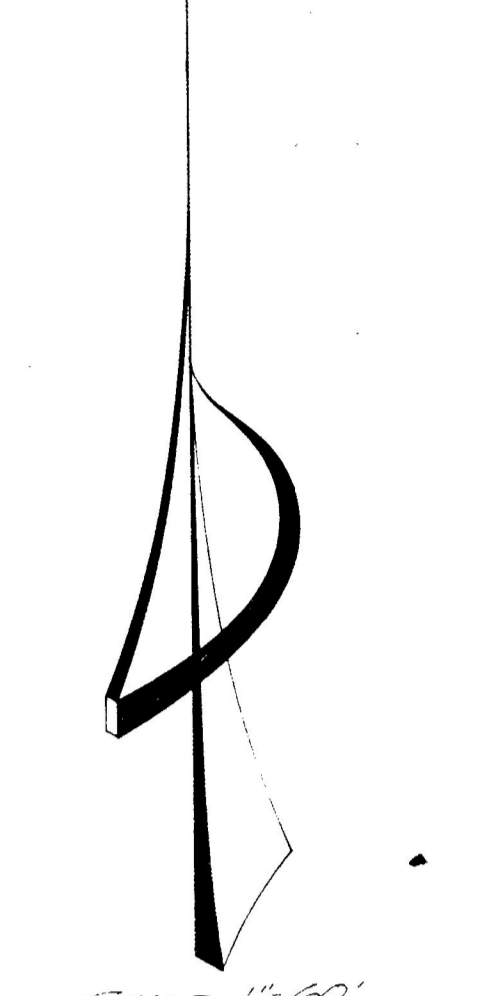


Note: All utilities to be installed underground

Indicates 6.6' Transformer Easement (See Detail)



E 1/4 Corner
Sec 5 T15S R5E
G&S.R.B&M 92754
STATE OF ARIZONA
County of Maricopa
I hereby certify that the within instrument was filed and recorded at request of
City of Mesa
APR 16 1974 - 9 80
at Mesa AZ
I witness my hand and official seal the day and year aforesaid.
Paul M. Muston
County Recorder
Maricopa County, Arizona



SCALE 1"=60'

UNSUBDIVIDED

ROAD

SCHOOL

ALMA

TRACT 'E'

TRACT 'F'

TRACT 'D'

1" Non Vehicular access easement

Unrestricted 15' Easement to El Paso Natural Gas Co for gas line

6.6' Transformer Easement

2009 MARVIN E. LARSON

5/8 Corner
Sec 5 T15S R5E
G&S.R.B&M 92754

WHEN RECORDED MAIL TO:
MR. G.L. PENNINGTON
AMERICAN CONTINENTAL HOMES
1302 W. INDIAN SCHOOL
PNX, AZ 85013

9410608451

92758

1 DECLARATION OF COVENANTS
2 CONDITIONS AND RESTRICTIONS

3
4 KNOW ALL MEN BY THESE PRESENTS:

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

9 Lots 415 through 909 of Dobson Ranch, Unit One, a
10 subdivision of Dobson Ranch, as it appears in the
11 books and records of the County Recorder of Maricopa
County, Arizona, Book 172 of Maps, page 5,

12 and located within

13 Section 5 Township 1 South Range 5 East G&SRB&M
14 acting at the direction of AMERICAN CONTINENTAL HOMES, INC., an
15 Ohio corporation, hereinafter referred to as "Developer", and
16 desiring to establish the nature of the use and enjoyment thereof
17 does hereby declare said premises subject to the following express
18 covenants, stipulations and restrictions as to the use and enjoy-
19 ment thereof, all of which are to be construed as restrictive
20 covenants running with the title to said premises and with each
21 and every part and parcel thereof, to-wit:

22 1. No part of any dwelling constructed on any of said
23 lots shall be used for living purposes until the entire structure
24 is completed, nor shall any structure of a temporary nature be used
25 as a dwelling on any lot in DOBSON RANCH, UNIT ONE, nor shall any
26 trailer, tent, shack, garage, barn or any other structure or dwell-
27 ing be moved onto said lots in DOBSON RANCH, UNIT ONE, from outside
28 the subdivision.

29 2. No single family dwelling shall be erected, permitted
30 or maintained on any lot in DOBSON RANCH, UNIT ONE, that shall have
31 a ground floor area of less than 1000 square feet, except those lots
32 restricted in paragraph 16.

10106080 452

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

6 4. No billboards or other unsightly object shall be
7 erected, placed or permitted to remain on any residential lot
8 except one Real Estate type sign offering property for sale or
9 rent, provided that said sign shall not be larger than four (4)
10 square feet nor shall it have a height greater than four (4) feet
11 from the ground; no noxious or offensive trade or activity shall
12 be carried on upon any Lot, nor shall anything be done thereon
13 which may be or become an annoyance or nuisance to the neighbor-
14 hood, or which in any way would detract from the appearance of the
15 neighborhood; provided, however, that these restrictions shall
16 not prevent the subdivider or builder from erecting temporary
17 sales office, storage and work yards, and advertising signs for
18 the purpose of promoting sales in said subdivision.

Unofficial Document

19 5. No facilities, including poles and wires, for the
20 transmission of electricity, telephone messages, television or
21 radio, except as specifically provided herein, and the like shall
22 be placed or maintained above the surface of the ground of any
23 lot. If at the time of occupancy of the house constructed on any
24 lot there is available underground television antenna connection
25 cable, then no outside television or radio pole or antenna shall
26 be constructed, erected or maintained on any building or on any
27 lot located in such a manner as to be visible from the outside of
28 any such building except by and with the prior written consent of
29 the Architectural Control Committee. Such prior written consent

30
31
32

M10608 453

1 for television antenna shall not be required in the event said
2 television antenna cable is not available for connection at the
3 date of occupancy of the house constructed on the lot; however,
4 no such antenna for a private dwelling shall be higher than ten
5 feet (10') above the highest point of the house. Upon the written
6 demand of the Architectural Control Committee and after availabi-
7 lity of underground television antenna connection cable, any
8 private antenna shall be promptly removed.

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

12 a. The Architectural Control Committee shall be
13 composed of Walter L. Brown, Joseph Contadino, and John Benton
14 whose official address shall be 1302 West Indian School Road,
15 Phoenix, Arizona, until the Declarant is no longer a title holder
16 of any lots in the subdivision described herein, at which time
17 the Developer shall make a reasonable effort to find three of the
18 then Owners who are willing to be members of the Architectural
19 Committee and shall appoint and designate these three Owners to
20 be members of the Architectural Committee, and they shall
21 constitute the Architectural Committee as soon as they have
22 accepted the appointment and designation, and the Declarant shall
23 cause at that time a statement to be recorded in the records of
24 Maricopa County, Arizona, setting forth the names and official
25 address or addresses of the Architectural Committee thus appointed;
26 provided, however, that the Owners shall have the right and power
27 by a written majority vote to appoint and designate new members
28 for the Architectural Committee, not to exceed three in number, to
29 replace any or all of the committee members at any time after the
30 Declarant is no longer an Owner, and a statement setting forth the
31 names and official address or addresses of the Architectural
32 Committee thus appointed by the vote of the then Owners shall be

DUPLICATE 451

1 recorded in the records of Maricopa County, Arizona. Failure to
2 record statements concerning new appointments to the Architectural
3 Committee as provided in this paragraph shall not vitiate or
4 otherwise impair the effectiveness of such appointments.

5 b. In the event of the death, disability, resigna-
6 tion or removal of any member of the Architectural Committee,
7 the remaining member or members shall constitute the Architectural
8 Committee and shall exercise all the rights and powers granted to,
9 and shall have all the duties and liabilities imposed upon, the
10 Architectural Committee by this Declaration and shall appoint a
11 new member to replace and to exercise the rights and powers of,
12 and to have all the duties and liabilities of, the deceased,
13 disabled, resigned or removed member.

14 c. The Ar^{Unofficial Document}chitectural Committee shall exercise
15 the rights and powers granted to it, and shall have the duties
16 and liabilities imposed upon it, by this Declaration, but may
17 appoint and designate, by a majority vote, a representative who
18 shall have authority to exercise those rights and powers and who
19 shall have those duties and liabilities, on behalf of the
20 Architectural Committee, until the Architectural Committee, by
21 a majority vote, shall revoke his appointment and designation.

22 d. Neither the members of the Architectural
23 Committee nor its representatives shall be entitled to any
24 compensation for services performed pursuant to this Declaration,
25 and the rights, powers, duties and liabilities of the Architectural
26 Committee conferred hereunder shall terminate twenty-five (25)
27 years from the date of this instrument and thereafter the approval
28 prescribed in Paragraph 6. (a) above, shall no longer be required
29 unless prior to the termination date hereof a written instrument
30 shall have been executed by the then Owners of a majority of the
31 Lots appointing a successor committee which shall thereafter
32 exercise the same rights, and powers, and shall have the same

M10608 455

1 duties and liabilities, previously exercised by and imposed upon
2 the Architectural Committee.

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

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

10 9. No motor vehicle classed by manufacturer's rating
11 as exceeding three quarters of a ton shall be parked on any lot
12 front yard. No mobile home, travel trailer, tent trailer,
13 trailer, camper, boat or boat trailer shall be parked in any
14 front yard, nor shall such vehicle or equipment which exceeds
15 six (6) feet in height above the ground be parked in any required
16 side yard, nor shall any such vehicle or equipment be parked in
17 any side yard adjacent to a street.

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

22 10. Each Owner agrees, by the acceptance of his deed,
23 not to interfere with or obstruct the Established Drainage
24 pattern over his lot from or to adjacent or other lots, except
25 that an Owner may modify the Established Drainage over his Lot,
26 for example, by installation of pipes or paving, provided such
27 modification is necessary for a permitted use of his lot, and
28 provided further that the modification of drainage does not
29 unreasonably burden or interfere with the use of other lots or the
30 drainage to or from other lots. For the purposes of this clause,
31 "Established Drainage" means the drainage that existed at the
32 time the overall grading of the properties and the landscaping of

001060806 456

1 each lot were completed by the Declarant.

2 11. No animals, livestock or poultry of any kind shall
3 be raised, bred or kept on any lot, except that dogs, cats or
4 other household pets may be kept, provided that they are not
5 kept, bred or maintained for any commercial purpose. All pets
6 must be kept in a fenced yard or on a leash.

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

19 There is an easement across each lot within this
20 subdivision four (4) feet wide and is to be located within
21 eleven (11) feet of the front property line, which easement is
22 dedicated by the Developer for sidewalk purposes. Declarant has
23 caused to be installed a sprinkler system and landscaping within
24 the area between the front lot line and the sidewalk easement.
25 Each owner agrees, by the acceptance of his deed, to maintain
26 the sprinkler system and landscaping within this area at the
27 owner's own cost and expense, except for those areas for which
28 a public authority or utility company is or may be responsible.
29 There is an easement across each lot within this subdivision
30 two (2) feet wide, which easement begins one (1) foot from the
31 front line of each lot, and is an easement retained for the purpose
32 of installation of a cable television system.

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1 13. Each lot within this subdivision is within the
2 service area of the Salt River Valley Water Users' Association,
3 and carries with it the right to delivery of irrigation water
4 by the Salt River Valley Water Users' Association to each lot.
5 Each owner agrees, by the acceptance of his deed that such deed
6 acceptance does thereby appoint the Dobson Association, Inc.,
7 an Arizona corporation, as and to be his agent to accept delivery
8 of the water to which each lot is entitled at a delivery point to
9 be designated by the Dobson Association, and to transport said
10 water across lands owned by the Dobson Association and the City
11 of Mesa, a municipal corporation, for return into the system of
12 the Salt River Valley Water Users' Association.

13 Each owner Unofficial Document acceptance of his deed, agrees
14 that if he makes demand upon the Salt River Valley Water Users'
15 Association with the rights of way necessary therefor, and shall
16 pay or bear the full cost and expense to construct, install and
17 re-establish delivery facilities for such delivery to such lot,
18 at his sole cost and expense, and at no cost and expense to
19 Declarant or to the developer of the subdivision.

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

28 15. These covenants are to run with the land and
29 shall be binding on all parties and all persons claiming under
30 them for a period of twenty-five (25) years from the date these
31 covenants are recorded, after which time said covenants shall be
32 automatically extended for successive periods of ten (10) years

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1 unless an instrument signed by a majority of the then owners
2 of the lots has been recorded, agreeing to change said covenants in
3 whole or in part.

4 16. No single family dwelling shall be erected, per-
5 mitted or maintained on Lots 415 through 447 and 744 through 748
6 of DOBSON RANCH, UNIT ONE, with a ground floor area of less than
7 1,600 square feet exclusive of open porches, pergolas, attached
8 garages or carports. No structure may be placed any closer than
9 twenty (20) feet from the rear property line of the above mentioned
10 lots except fence and swimming pool as approved by the
11 Architectural Control Committee and the City of Mesa.

12 17. If any person shall violate or attempt to violate
13 any of the covenants or restrictions herein, it shall be lawful
14 for any person or person Unofficial Document on any other lots in said subdivision
15 to prosecute any proceedings at law or in equity against the person
16 or persons violating or attempting to violate any such covenants
17 or restrictions and either to prevent his or them from doing so
18 or to recover damages or other dues for such violations provided,
19 however, that a violation of these covenants, or any one or more
20 of them shall not affect the lien of any mortgage now of record,
21 or which hereafter may be placed of record upon said Lots or any
22 part thereof.

23 18. Invalidation of any one of the easements, covenants,
24 conditions or restrictions of this Declaration by judgment or
25 court order shall not affect any other provisions of this Declara-
26 tion, which provisions shall remain in full force and effect.

27 IN WITNESS WHEREOF, TRANSAMERICA TITLE COMPANY as Trustee
28 at the direction of Developer, has caused its corporate name to be
29 signed and its corporate seal to be affixed by the undersigned
30
31
32

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1 officer thereunto duly authorized this 15th day of April,
2 1974.

3
4 TRANSAMERICA TITLE COMPANY,
an Arizona corporation

5
6 By Richard B. Britain
Trust Officer

7
8 APPROVED AS TO FORM:
9 AMERICAN CONTINENTAL HOMES, INC.,
10 an Ohio corporation

11
12 By [Signature]
President
13

Unofficial Document

14 APPROVED AS TO LEGAL FORM:
15 [Signature]
16

17 STATE OF ARIZONA)
18 County of Maricopa) ss.

19 On this the _____ day of _____, 1974, before
20 me, the undersigned Notary Public, personally appeared

21 _____ and _____, who
22 acknowledged themselves to be the _____ and
23 _____ of AMERICAN CONTINENTAL HOMES, INC., an
24 Ohio corporation, and that they as such officers being authorized
25 so to do, executed the foregoing instrument for the purposes
26 therein contained, by signing the name of the corporation by
27 themselves as _____ and _____.

28 WITNESS my hand and official seal.

29
30 _____
Notary Public

31 My Commission expires:
32 _____

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1 STATE OF ARIZONA)
2 County of Maricopa) ss

3
4 On this 15th day of April, 1974,
5 before me, the undersigned Notary Public, personally appeared
6 Richard Brittain, who acknowledged himself to be
7 the Trust Officer of TRANSAMERICA TITLE COMPANY, a corporation,
8 and that as such officer, being authorized to do so executed
9 the foregoing instrument for the purposes therein contained
10 by signing the name of the corporation, as Trustee, by himself
11 as such officer.

12 WITNESS my hand and official seal.

13 Unofficial Document

14 Mark J. Meadows
15 Notary Public

16 My commission expires:

17 6-18-77

18
19
20
21 STATE OF ARIZONA } ss
22 County of Maricopa }

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

24 City of Mesa

25 APR 16 1974 - 3 30

26 in Book # 10608

27 on page 451-460

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

29 Paul W. Miska

County Recorder

30 Sally Ong
31 Deputy Recorder

32 4.50