

SARATOGA LAKES

UNIT FOUR

A SUBDIVISION OF THE DOBSON RANCH
MARICOPA COUNTY, ARIZONA

STATE OF ARIZONA } ss
County of Maricopa }
I hereby certify that the...
in instrument was filed and re-
corded at request of
City of Mesa
in Book 186
on page 41
Witness my hand and official
Seal of Office, and year aforesaid
this 15th day of November
1976
By Stanley Mathison County Recorder
Deputy

DEDICATION

State of Arizona
County of Maricopa

Know all men by these presents: That Arizona Title Insurance & Trust Company, an Arizona corporation, as Trustee, has subdivided under the name of Saratoga Lakes Unit Four part of the W/2 of Section 6, T1S, R5E, G&SRB&M, Maricopa County, Arizona as shown hereon and hereby publishes this plot as and for the plot of said Saratoga Lakes Unit Four and hereby declares that said plot 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 respectively on said plot, and Arizona Title Insurance & Trust Company, as Trustee, hereby dedicates to the public, for use as such, the streets shown on said plot and included in the above described premises. Easements are dedicated to the use shown. Tract 'H' is hereby dedicated as a drainage way. An easement for public utilities is hereby granted over across Tract J, K, and L.

In witness whereof, the Arizona Title Insurance & Trust 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 15th day of November A.D. 1976.

ARIZONA TITLE INSURANCE & TRUST COMPANY, AS TRUSTEE

Stanley Mathison
Trust Officer
VICE PRESIDENT

ACKNOWLEDGEMENT

State of Arizona
County of Maricopa

Before me this 15th day of November, 1976, personally appeared Stanley Mathison, who acknowledged himself to be a Trust Officer of the Arizona Title Insurance & Trust Company, and that he as such officer, being duly authorized, do, executed the foregoing instrument for the purposes 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: 9-8-80

Wayne E. McCue
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 September, 1976.

Approved by the City Council of the City of Mesa, Arizona this 15th day of October, 1976.

Marvin E. Larson
Registered Civil Engineer

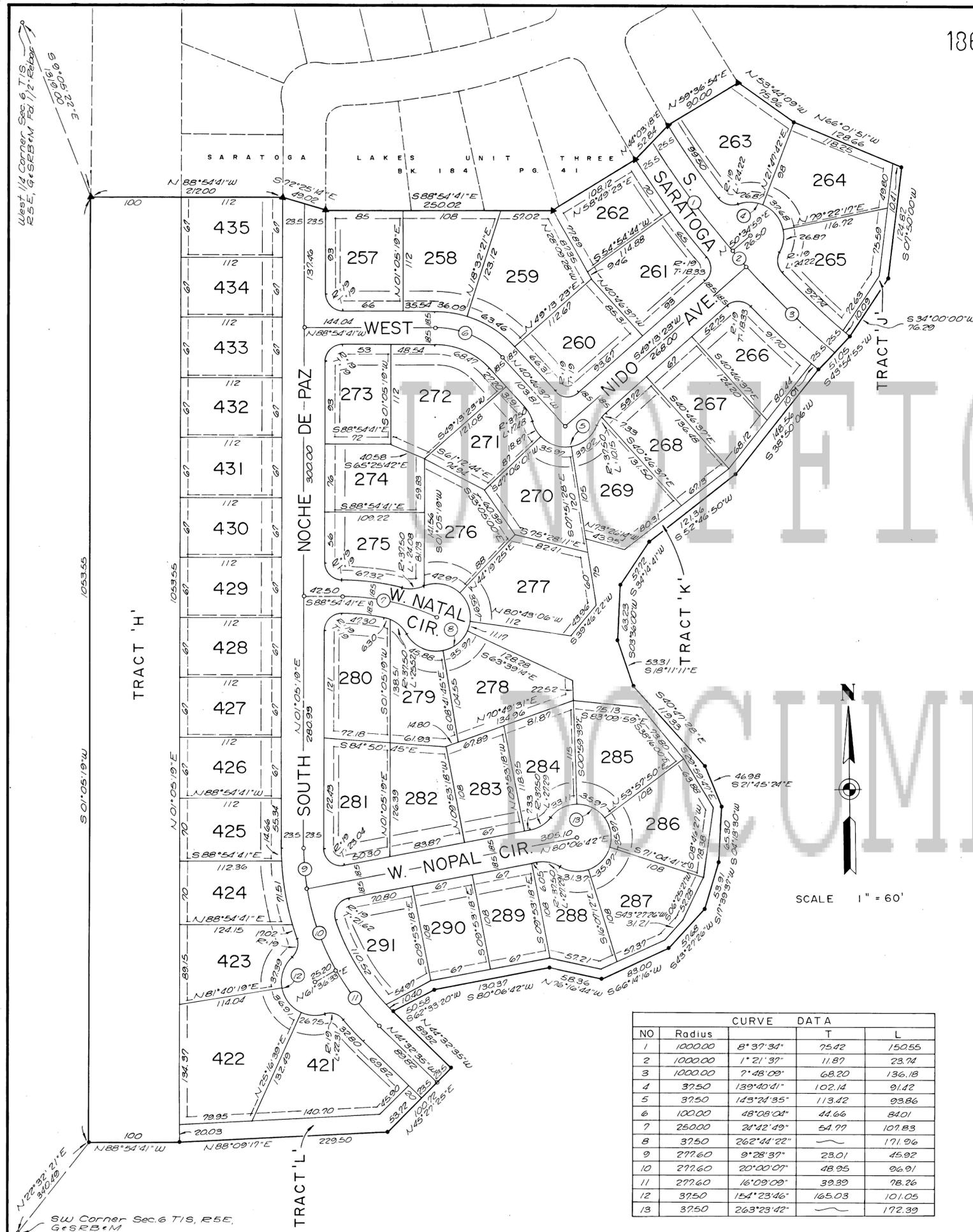
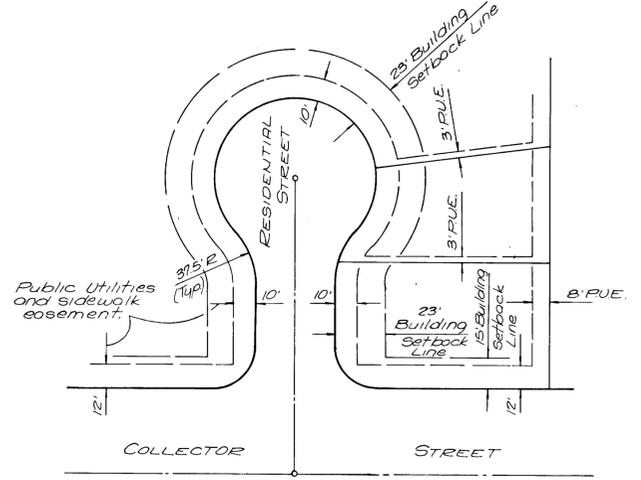


Attest: Barbara A. ...
City Clerk
Approved: Paul P. ...
City Engineer
Date: 12/1/76

SCALE 1" = 60'

CURVE DATA				
NO	Radius	T	L	
1	1000.00	8° 37' 34"	75.42	150.55
2	1000.00	1° 21' 37"	11.87	23.74
3	1000.00	7° 48' 09"	68.20	136.18
4	375.00	139° 40' 41"	102.14	91.42
5	375.00	143° 24' 35"	113.42	93.86
6	100.00	48° 08' 04"	44.66	84.01
7	250.00	24° 42' 49"	54.77	107.83
8	375.00	262° 44' 22"	—	171.96
9	277.60	9° 28' 37"	23.01	45.92
10	277.60	20° 00' 07"	48.95	96.91
11	277.60	16° 09' 09"	39.39	78.26
12	375.00	154° 23' 46"	165.03	101.05
13	375.00	263° 23' 42"	—	172.39

- All utilities to be installed underground.
- Construction within easements shall be limited to wood, wire or removable section type fencing.
- Indicates corner of this subdivision set 1/2" I.P. unless noted otherwise.
- Indicates common corner with Saratoga Lakes Unit Three subdivision, Book 184, Page 41
- Indicates set survey monument.



When recorded mail to:
 Arizona Title Insurance
 111 W. Monroe
 Phoenix, Arizona 85003
 Attn: Trust Dept., BIC

309386

DECLARATION OF COVENANTS,

PROP RSTR (PR)

CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

ARIZONA TITLE INSURANCE AND TRUST COMPANY, an Arizona corporation, as Trustee, being the bare legal title holder of all of the following described premises, situated within the County of Maricopa State of Arizona, to-wit:

Lots 257 thru 291, inclusive; and Lots 421 thru 435, inclusive; and Tracts H, J, K and L, of Saratoga Lakes Unit Four, a subdivision of the DOBSON RANCH, of record in the Books and Records of the County Recorder of Maricopa County, Arizona, in Book 186 of Maps, Page 41, DXL 119806 747

acting at the direction of DITZ-CRANE OF ARIZONA, INC., a Delaware 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 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 SARATOGA LAKES UNIT FOUR, nor shall any trailer, tent, shack, garage, barn or any other structure or dwelling be moved onto said lots in SARATOGA LAKES UNIT FOUR, from outside the subdivision.

2. No single family dwelling shall be erected, permitted or maintained on any lot in SARATOGA LAKES UNIT FOUR, that shall have a ground floor area of less than 1000 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 than four (4) square feet nor shall it have a height greater than four (4) feet from the ground; nor 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 antenna 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 ten (10) feet 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.

DKT 11980 748

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

The Architectural Committee shall be composed of H. Arthur Nottingham, [redacted], and John Novakovich whose official address shall be 2953 West Cool Road, Phoenix, Arizona, until the Declarant is no longer a title owner of any lots in the subdivision described herein, at which time the Developer shall make a reasonable effort to find three of the then Owners who are willing to serve on 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 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 addresses of the Architectural Committee thus appointed; provided, however, the then 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 ceases to be an Owner, and a statement setting forth the names and official 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 comply with the provisions concerning new appointments to the Architectural Committee as set forth in this paragraph shall not vitiate or otherwise impair the effectiveness of the appointments.

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 and shall exercise all the rights and powers of the Architectural Committee, and shall have all the duties and liabilities imposed upon the Architectural Committee by this Declaration and shall appoint a new member to replace the deceased, disabled, resigned or removed member, and shall exercise the rights and powers of, and to have all the duties and liabilities imposed upon, the deceased, disabled, resigned or removed member.

The Architectural Committee shall exercise the rights and powers conferred upon 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 to exercise those rights and powers and who shall have the duties and liabilities, on behalf of the Architectural Committee, until the Architectural Committee, by a majority vote, shall revoke this appointment and terminate the authority of the representative.

Neither the members of the Architectural Committee nor its representative 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) The Architectural Committee shall not longer be required unless prior to the termination date hereof, the instrument shall have been executed by the then Owners of a majority of the lots to appointing a successor committee which shall thereafter exercise the same powers, and shall have the same duties and liabilities, previously imposed upon the Architectural Committee.

Each 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 no more than two cars.

No building shall be erected or placed on any lot having an area of less than 5,000 square feet. No building shall be located on any lot nearer to the front lot line than twenty-five (25) feet, no buildings shall be located nearer than five (5) feet to the interior lot line, nor closer than ten (10) feet to a side lot line or to a street, except that side yards for detached garages and other permitted 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 dwelling may be placed not closer than three (3) feet to a front lot line and not closer than ten (10) feet to a side lot line adjacent to the street. For the purpose of this covenant, eaves, steps and open porches shall be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

DKI 119806 749

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 lot lines indicated on said recorded map or 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 SARATOGA LAKES UNIT FOUR, 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 SARATOGA LAKES UNIT FOUR for any one 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 purpose of these restrictions, be considered as one lot. Nothing herein contained shall prevent the dedication or conveyance of portions of lots for public utilities in which event the remaining portion of any lot shall, for the purpose of said provision, be treated as a whole lot.

9. No fence, wall, hedge or shrub planting which obstructs sight, lines at elevations between three (3) and eight (8) 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.

10. No fence or wall higher than six (6) feet shall be constructed across the real property line of any lot; nor shall any fence or wall be constructed upon any lot unless its design and style are first approved by said Committee. Fences or walls constructed within the area of the minimum front or side street setback lines (as defined in Paragraph No. 4 herein) shall not exceed three (3) feet in height; fences or walls constructed on any side lot line shall not exceed six (6) feet in height.

11. 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 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 manner as to be seen from any other lot or from any streets or alleyways within this subdivision.

12. 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. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. 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 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.

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

15. 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 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.

16. Each lot within this subdivision is within the service area of the Salt River Valley Water Users' Association, and carried 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 designated by 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 therefore, 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 expenses to Declarant or to the developer of the subdivision.

17. 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 Book 10365, Pages 923-943.

18. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts 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.

19. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until the year 2006, which is thirty (30) 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.

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

21. 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.

