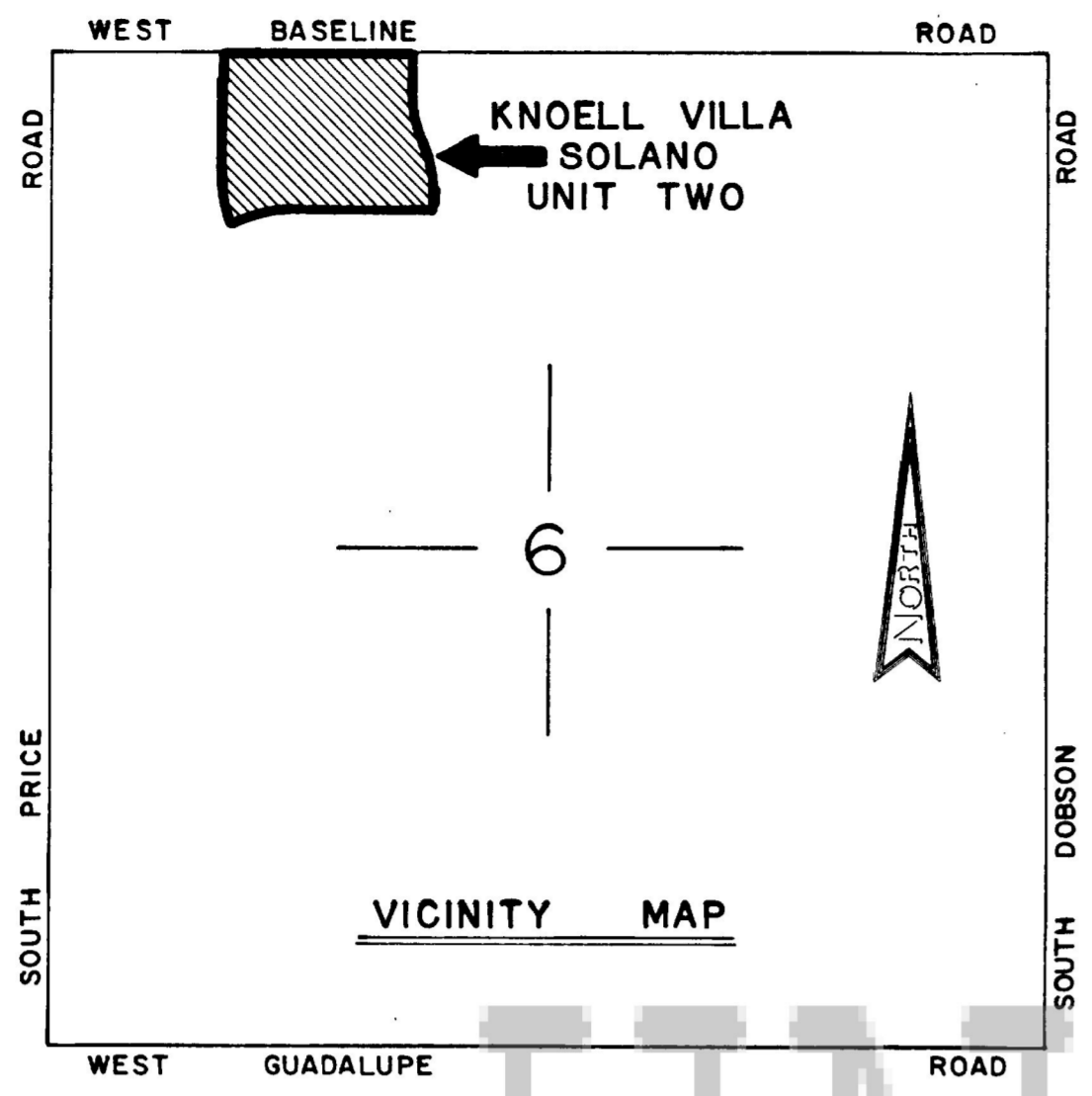


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KNOELL VILLA SOLANO UNIT TWO



A SUBDIVISION OF TRACT "C" SARATOGA LAKES UNIT TWO, AS RECORDED IN BK. 172, PG. 50, M.C.R., SITUATED IN PART OF THE NW 1/4 SECTION 6, T-1-S-R-5-E, G.&S.R.B.&M., MARICOPA COUNTY, ARIZONA

HAVILL ENGINEERING CO.
 3336 N. 32ND. ST. SUITE 116. PHOENIX, ARIZONA. 85018 PH. 956-3210

STATE OF ARIZONA }
 COUNTY OF MARICOPA } s.s.
 I hereby certify that the within instrument was filed and recorded at request of
City of Mesa
 In Book 215
 on page 45
 Witness my hand and official seal the day and year aforesaid.
 Notary Public
 By Sam O'Neil County Recorder

UNOFFICIAL DOCUMENT

APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MESA, ARIZONA THIS 23RD DAY OF APRIL, 1979.
 BY James Pomeroy MAYOR ATTEST Scott Xana CLERK

APPROVED BY: [Signature] CITY ENGINEER DATE 2/10/79

STATE OF ARIZONA }
 COUNTY OF MARICOPA } s.s.
 KNOW ALL MEN BY THESE PRESENTS: THAT KNOELL BROS. CONSTRUCTION INC., AN ARIZONA CORPORATION, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF KNOELL VILLA SOLANO UNIT TWO, A SUBDIVISION OF TRACT "C" SARATOGA LAKES UNIT TWO, AS RECORDED IN BK. 172, PG. 50, M.C.R., SITUATED IN PART OF THE NW 1/4 SECTION 6, T-1-S-R-5-E, G.&S.R. B.&M., MARICOPA COUNTY, ARIZONA, AS SHOWN HEREON AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF SAID KNOELL VILLA SOLANO UNIT TWO, AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS AND STREETS CONSTITUTING SAME AND THAT EACH LOT, TRACT AND EACH STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME THAT IS GIVEN TO EACH RESPECTIVELY, ON SAID PLAT, AND KNOELL BROS. CONSTRUCTION INC. HEREBY DEDICATES TO THE PUBLIC, FOR USE AS SUCH, THE STREETS AND PUBLIC UTILITY EASEMENTS SHOWN HEREON AND INCLUDED IN THE ABOVE DESCRIBED PREMISES. ALL OTHER EASEMENTS ARE HEREBY PROVIDED FOR THE PURPOSES SHOWN HEREON.

KNOELL BROS. CONSTRUCTION INC. AS OWNER
 BY: [Signature] THOMAS E. KNOELL VICE-PRESIDENT ATTEST: [Signature] RICH ENEIM SECRETARY

I, MELVIN R. HAVILL, HEREBY CERTIFY THAT I AM A REGISTERED CIVIL ENGINEER OF THE STATE OF ARIZONA; THAT THIS MAP, CONSISTING OF 2 SHEETS, CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF FEBRUARY, 1979, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT ALL THE MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

[Signature]
 MELVIN R. HAVILL
 REG. CIVIL ENGINEER
 ARIZ. NO. 4480



STATE OF ARIZONA }
 COUNTY OF MARICOPA } s.s.
 ON THIS, THE 9th DAY OF May, 1979, BEFORE ME, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED Thomas E. Knoll AND Richard M. Enneim WHO ACKNOWLEDGED THEMSELVES TO BE OFFICERS OF KNOELL BROS. CONSTRUCTION INC., AN ARIZONA CORPORATION, AND 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, AS OWNER, BY THEMSELVES AS SUCH OFFICERS.

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

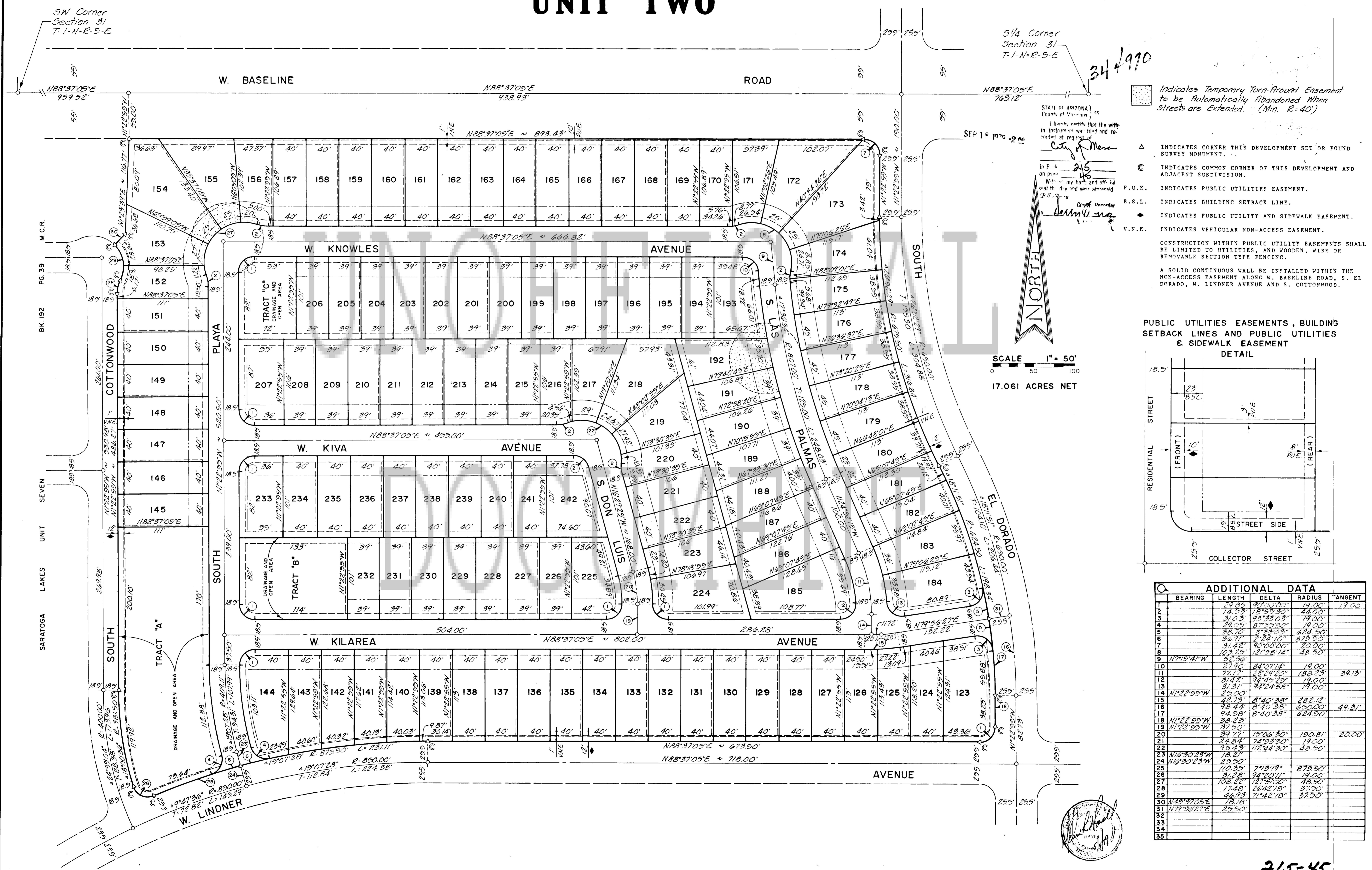
NOTARY PUBLIC: [Signature] MY COMMISSION EXPIRES: April 15, 1987

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215-45

215-45

KNOELL VILLA SOLANO UNIT TWO



STATE OF ARIZONA
 County of Maricopa
 I hereby certify that the within instrument was filed and recorded at request of
 City of Mesa
 in P. I. 215
 on page 46
 with my hand and official seal this day and year advanced
 12/11/11
 Cheryl W. King
 County Recorder

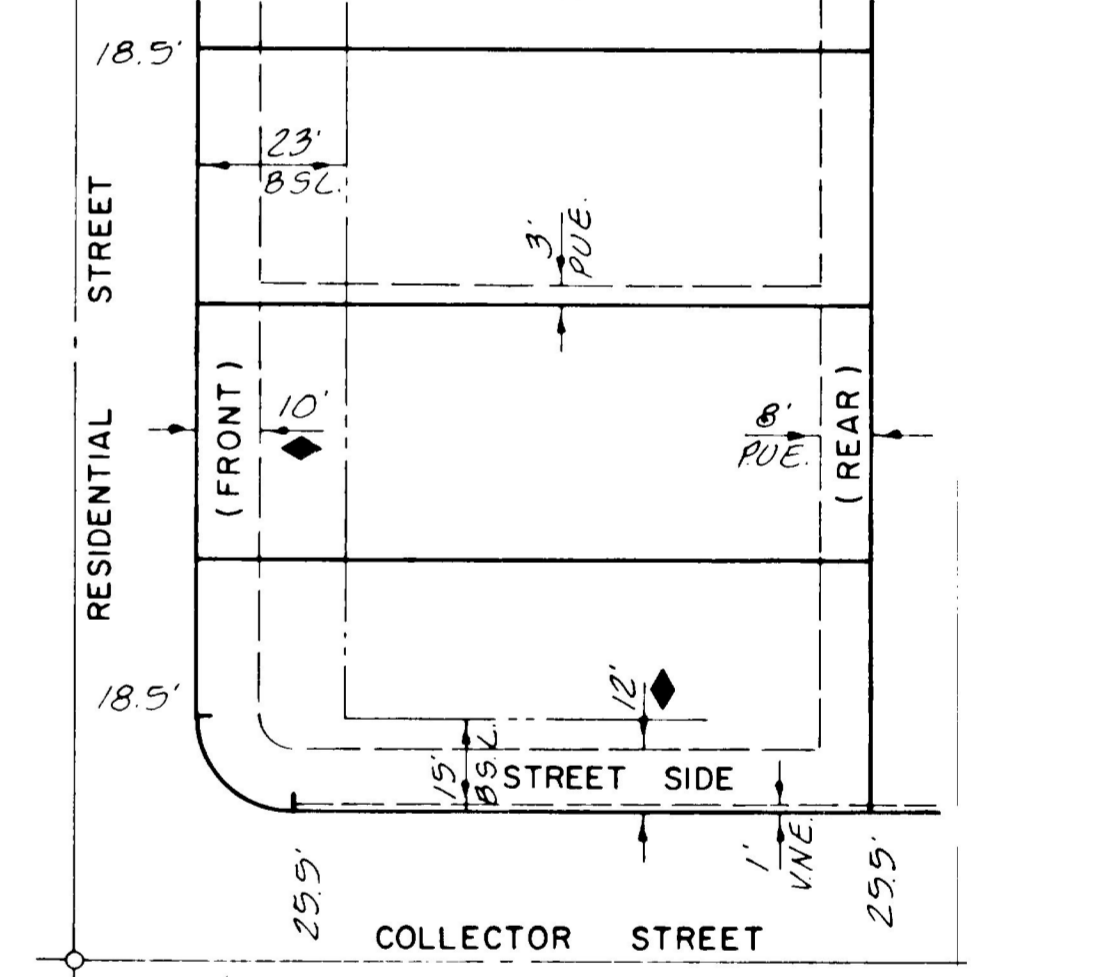
Indicates Temporary Turn-Around Easement to be Automatically Abandoned When Streets are Extended. (Min. R=40')

- △ INDICATES CORNER THIS DEVELOPMENT SET OR FOUND SURVEY MONUMENT.
- ⊙ INDICATES COMMON CORNER OF THIS DEVELOPMENT AND ADJACENT SUBDIVISION.
- P.U.E. INDICATES PUBLIC UTILITIES EASEMENT.
- B.S.L. INDICATES BUILDING SETBACK LINE.
- ◆ INDICATES PUBLIC UTILITY AND SIDEWALK EASEMENT.
- V.N.E. INDICATES VEHICULAR NON-ACCESS EASEMENT.

CONSTRUCTION WITHIN PUBLIC UTILITY EASEMENTS SHALL BE LIMITED TO UTILITIES, AND WOODEN, WIRE OR REMOVABLE SECTION TYPE FENCING.

A SOLID CONTINUOUS WALL BE INSTALLED WITHIN THE NON-ACCESS EASEMENT ALONG W. BASELINE ROAD, S. EL DORADO, W. LINDNER AVENUE AND S. COTTONWOOD.

PUBLIC UTILITIES EASEMENTS, BUILDING SETBACK LINES AND PUBLIC UTILITIES & SIDEWALK EASEMENT DETAIL



SCALE 1" = 50'
 17.061 ACRES NET

ADDITIONAL DATA				
BEARING	LENGTH	DELTA	RADIUS	TANGENT
1	21.85	37.0000	19.00	19.00
2	14.53	18.5530	44.00	
3	31.03	43.3903	19.00	
4	24.05	87.3903	19.00	
5	38.70	333.033	624.50	
6	36.71	2.2410	875.50	
7	31.42	90.0000	20.00	
8	103.25	121.9814	48.50	
9	N71°51'W	62.56		
10	27.90	84.0714	19.00	
11	77.17	23.2720	188.25	39.73
12	31.42	94.4525	19.00	
13	31.31	34.2458	14.00	
14	N1°22'55"W	25.00		
15	42.73	8.4038	282.12	
16	48.44	8.4038	650.00	49.31
17	44.58	8.4038	624.50	
18	N1°22'55"W	38.23		
19	N1°22'55"W	37.50		
20	39.70	150.630	150.81	20.00
21	24.84	24.8330	19.00	
22	96.33	112.4430	48.50	
23	N16°30'23"W	18.21		
24	N16°30'23"W	25.50		
25	110.35	7.7379	875.50	
26	31.28	94.2011	19.00	
27	108.22	121.900	48.50	
28	114.81	264.218	37.50	
29	46.33	71.4218	37.50	
30	N43°37'05"E	18.18		
31	N79°56'27"E	25.50		
32				
33				
34				
35				



DKT 13905 PG 1
344972

When recorded
return to:

KNOELL BROS. CONSTRUCTION, INC.
Post Office Box 21287
Phoenix, Arizona 85036

PROP ESTR (PR)

SEP 18 1979 -2 00

in instrument was filed and re-
corded at request of

City of Mesa

in Decket 13905
on page 185-201

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

Bill Jerry

County Recorder

900

By *James J. [Signature]*
Deputy Recorder

DECLARATION
OF COVENANTS, CONDITIONS
AND RESTRICTIONS

This Declaration is made on this 18 day of SEPTEMBER,
1979, by KNOELL BROS. CONSTRUCTION, INC., hereinafter referred to as
"Declarant". Declarant, being the owner of the following described
real property located in Maricopa County, Arizona:

Lots 123 thru 242 inclusive, Knoell Villa
Solano Unit Two according to the plat of record in
the office of the County Recorder of Maricopa
County Arizona, in Book 215 of Maps, at
Page 45 thereof (hereinafter referred to
collectively as the "Property" or "Propert-
ties"),

hereby declares that all of the Property shall be held, sold, "encum-
bered, occupied, built upon, improved, conveyed or otherwise transfer-
red in whole or in part subject to the following easements, restric-
tions, covenants and conditions, which are for the purpose of protect-
ing the value, desirability and attractiveness of, and which shall
run with the Property and which shall be binding on all parties having
any right, title or interest in the Property or any part thereof, their
heirs, successors and assigns, and which shall inure to the benefit of
each owner thereof.

I. DEFINITIONS

1. "Architectural Committee" shall mean the committee cre-
ated pursuant to Article VI hereof.

2. "Declarant" shall mean and refer to Knoell Bros. Con-
struction, Inc., its successors and assigns, if such successors or as-
signs should acquire more than one Lot from Declarant for the purpose
of development.

3. "Declaration" shall mean the covenants, conditions and
restrictions herein set forth in this entire document, as the same may
be amended from time to time.

4. "Duplex Unit" shall mean the residential structure (in-
cluding appurtenant carports and garages) which is constructed on two
adjoining Lots, each such Duplex Unit containing two Single Family Re-
sidences, one on each Lot.

5. "Improvement" shall mean the buildings, carports, drive-
ways, parking areas, fences, walls, pools, patios, hedges, plantings,
trees and shrubs, and all other structures or landscaping improvements
of every type and kind.

6. "Lot" shall mean and refer to any separate parcel of real
property shown upon any recorded subdivision map of the property.

Page Two (2)

7. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, or equitable or beneficial title (or legal title if same is merged) of any Lot. "Owner" shall include the purchaser of the Lot under an executory contract for the sale of real property. The foregoing does not include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation. Except as stated otherwise herein, "Owner" shall not include a lessee or tenant of a Single Family Residence. For the purposes of Articles II and III, only, unless the context requires otherwise, "Owner" shall also include the family, invitees, licensees, and lessees of any Owner together with any person or parties holding any possessory interests granted by such Owner in any Lot.

8. "Single Family" shall mean a group of one or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than three persons not all related, together with their domestic servants, who maintain a common household in a dwelling.

9. "Single Family Residence" shall mean a building, house, or dwelling unit used as a residence for a Single Family, including any appurtenant garage or carport or similar out-building.

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10. "Single Family Residential Use" shall mean the occupation or use of a Single Family Residence in conformity with this Declaration and the requirements imposed by applicable zoning laws or other state, county or municipal rules and regulations.

11. "Visible From Neighboring Property" shall mean with respect to any given object, that such object is or would be visible to a person six feet (6') tall standing on any part of such neighboring property in an elevation no greater than the elevation of the base of the object being viewed.

Page Three (3)

II. USE RESTRICTIONS

1. Single Family Residential Use.

All of the Property shall be used, improved and devoted exclusively to single-family residential use. No gainful occupation, profession, trade business or other non-residential use shall be conducted on any portion of the Property. Nothing herein shall be deemed to prevent the leasing of an entire Lot to a single family from time to time by the Owner thereof, subject to all of the provisions of this Declaration. No structure whatever, other than one private Single Family Residence, together with a private garage or carport for at least two cars, shall be erected, placed or permitted to remain on any Lot. No garage shall be erected until the private residence has been previously erected; provided, however, that such garages may be constructed simultaneously with the main residence. All such garages must be attached to the main dwelling either by walls, patio or carport so as to make one contiguous unit. No dwelling unit having a ground floor area of less than 800 square feet, exclusive of open porches, carports, garages or pergolas, shall be erected, maintained or permitted on any Lot. All building and other structures on said Properties shall be of new construction.

2. Temporary Occupancy.

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No carport, garage, outbuilding, boat, truck, mobile home, trailer, camper or recreation vehicle, van, tent, shack and no temporary buildings or structures of any kind shall be used at any time for either temporary or permanent residence on any portion of the Property. Temporary buildings or structures used during the construction of a dwelling on any such Property shall be removed immediately after the completion of the construction.

3. Trailers and Motor Vehicles.

No mobile home, travel trailer, tent trailer, boat trailer, other types of trailers, detached camper, recreational vehicle or boat shall be parked on any street, driveway, carport, front, back or side yards. Except for emergency vehicle repairs, no vehicles of any type which are abandoned or inoperable shall be kept, placed, maintained, constructed, reconstructed or repaired on any portion of the Property or on any street (public or private) within the Property, in such a manner as will be Visible From Neighboring Property. No motor vehicle exceeding one ton shall be parked on any street or lot in the Property. No motor vehicle exceeding three quarters of a ton shall be parked on any lot front yard.

4. Setback Requirements.

The lines of the walls of any building or structure erected on any Lot nearest the front property line of any such Lot, or any carport or garage incident thereto, shall not be closer than 20 feet to such front property line. Except for Party Walls which shall not be required to have side setback minimums, no wall or any building or structure erected on any

Page Four (4)

corner lot shall be closer than 10 feet to the side street property line and no wall of any building or structure erected on any non-corner Lot shall be closer than 10 feet to the side property line of such non-corner Lot.

5. Animals.

No animals, birds, fowl, poultry or livestock, other than a reasonable number of generally recognized house or yard pets (not to exceed two in number) shall be maintained on any portion of the Property and only if they are kept, bred or raised thereon solely as domestic pets and not for commercial purposes. No such domestic pets shall be allowed to make an unreasonable amount of noise or to become a nuisance. All pets must be kept in a fenced yard or on a leash.

6. Antennas.

No antenna or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors on any portion of the Property, whether attached to a building or structure or otherwise, unless approved by the Architectural Committee.

Unofficial Document

7. Improvements and Alterations.

No improvement, alteration, repair, excavation or other work which in any way alters the exterior appearance of any Improvement or any portion of the Property from its natural or improved state as existing on the date of this Declaration and no building, fence, wall, pool, patio, patio cover or other structure shall be commenced, erected, maintained, improved, altered, made or done until the plans and specifications for the same in all construction details, including shape, height, materials, floor plans, colors, location and approximate cost shall have been submitted to and approved in writing by the Architectural Committee. The Architectural Committee shall have the right to refuse to approve any plans or specifications or grading plans which are not suitable or desirable in its opinion, for aesthetic, structural, or other reasons and in so passing upon such plans, specifications and grading plans, and without any limitation on the foregoing, it shall have the right to take into consideration the suitability of the proposed Improvement, the materials of which it is to be built, the site upon which it is proposed to be erected, the extent to which natural growth and terrain would have to be altered, the harmony thereof with the surroundings and the affect of the Improvement as planned on the outlook from the adjacent or neighboring property. All subsequent additions to or changes in or alterations in any Improvement, including exterior color scheme, shall be subject to the prior written approval of the Architectural Committee. No changes or devia-

Page Five (5)

tions in or from such plans and specifications once approved, shall be made without the prior written approval of the Architectural Committee. All decisions of the Architectural Committee shall be final and no Owner or other party shall have recourse against the Architectural Committee for its refusal to approve any such plans and specifications. The Architectural Committee shall not be liable for damages to anyone submitting plans for approval or making any other request of the committee, nor to any Owner, lessee or sublessee of the Property or any portion thereof by reason of mistake in judgment, negligence or nonfeasance of itself, its agents or employees, arising out of, directly or indirectly, or in connection with the approval or disapproval, or failure to approve, any plans or other requests to recover any such damages against the Architectural Committee or any of the members thereof.

8. Landscaping, Maintenance of Lawns and Plantings.

Each Owner shall, within 180 days after the date which Owner takes possession of a new and unlandscaped residence, substantially complete all landscaping on the premises. Each Owner shall at all times keep all shrubs, trees, grass and plantings of any kind on each Owner's Lot, including setback and easement areas, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. In the event a lot Owner does not maintain his Lot in a neat and proper manner, the Architectural Committee may have said Lot cleaned Unofficial Document and upon refusal to pay within 60 days from the date of filing an affidavit by the Architectural Committee that said Owner refuses to clean and maintain said Lot in a neat and proper manner, a lien will be filed against the Lot.

9. Nuisances.

No rubbish or debris of any kind shall be placed, kept or permitted to accumulate upon or adjacent to any portion of the Property nor shall the Property be used in whole or in part for the storage of any property or thing that will cause the property or any part thereof to appear in any unclean, or untidy condition or that will be unsightly, offensive, obnoxious or detrimental, nor shall any substance, thing, or material be kept or used upon the Property or any part thereof that will emit a foul, offensive or obnoxious odor, nor that will cause any noise that will or might disturb the peace, quiet, comfort, serenity or tranquillity of the occupants of neighboring Property. No nuisance of whatever kind or description shall be permitted to exist or operate upon the Property so as to be offensive, unsanitary, unsightly or detrimental to any other Property in the vicinity thereof or to its occupants.

10. Trash Containers and Collection.

No garbage or trash shall be kept except in covered containers. In no event shall such containers be maintained so as to be Visible From Neighboring Property except to make same available for collection, and then, only for the shortest time reasonably necessary to effect such collection. Equipment for the storage and disposal of such garbage, trash and rubbish shall be kept in a clean and sanitary condition. All rubbish, trash and garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No incinerator shall be kept or maintained on any Lot.

Page Six (6)

11. Repair of Buildings.

No building or other structure upon any portion of the Property shall be permitted to fall into disrepair, and each such building, improvement or other structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

12. Mineral Exploration.

No portion of the Property shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, sand, gravel, earth or any other earth substance of any kind. There shall be no mining, drilling, refining, excavating, boring or quarrying operations of any kind upon or in any Lot.

13. Diseases and Insects.

No Owner shall permit anything or any condition to exist upon any Lot within the Official Document Property which shall induce, breed or harbor infectious plant diseases or noxious insects.

14. Restrictions on Further Subdivisions.

No Lot within the Property shall be further subdivided or separated into smaller Lots or parcels by any Owner, and no portion less than all of any Lot nor any easement (except for public utility easements) or other interest therein shall be conveyed or transferred by any Owner. This provision shall not in any way limit Declarant from subdividing or separating into smaller Lots or parcels any Property owned by Declarant. This Restriction shall not prevent the conveyance of a part of a Lot to the Owner of an adjacent or contiguous lot in such manner that thereafter (i) the width of said Lots at the minimum front setback line shall not be less than 39 feet, and (ii) the square footage of each such adjacent or contiguous Lot shall not be less than 4,000 square feet exclusive of public utility easements.

15. Signs.

No signs whatever (including, but not limited to commercial, political or similar signs) which may be visible from neighboring property shall be erected, placed or maintained on the Property or a part thereof, except (1) such signs as may be required by legal proceedings (2) not more than two residential identification signs each of a combined total face area of 72 square inches or less, (3) during the time of construction of any building or other improvement one job identification sign not larger than 18 x 24 inches in height and width, having a face area not larger than three square feet, (4) one sign advertising the Lot as for sale or rent, which sign shall not be larger than 4 square feet nor shall it have a height greater than 4 feet from the ground, (5) such other signs, the nature, the number and location of which have been approved in advance by the Architectural Committee.

Page Seven (7)

16. Declarant's Exemption.

Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant, or its duly authorized agents, of structures, improvements or signs necessary or convenient for the development, sale, operation or other disposition of the Property or any part thereof. In order that Declarant and its duly authorized agents can complete development of the Properties as a residential community, nothing in this Declaration shall be understood or construed to (1) prevent Declarant, its contractors, subcontractors or agents from doing on the Property or any Lot thereof, whatever is reasonably necessary or advisable in connection with the completion of said developmental work; or (2) prevent Declarant or its representatives from erecting, constructing and maintaining on the Property, such structures as may be reasonably necessary for the conduct of its business of completing the work and disposing of the same by sale, lease or otherwise; or (3) prevent Declarant from maintaining such signs on the Property or any Lot thereof as may be necessary for the sale, lease or disposition thereof; (4) prevent Declarant or its Nominees from using any structure whatsoever, for models, sales offices, storage areas and construction offices for the purposes of selling the Lots in the Property until all of the Lots thereon are sold by Declarant, (5) prevent Declarant at any time prior to acquisition of title by a purchaser, from amending this Declaration to establish on the Property additional easements, reservations and rights of way to itself, to the utility companies or to others as may from time to time be reasonably necessary to the property development and disposal of the Property or any Lots therein. Declarant shall have the right, following the acquisition of title by a purchaser from Declarant, to grant easements and rights of way to utility and service companies for the purpose of serving properties affected by this Declaration. Declarant, or the organization for whose benefits said easements, reservations and rights of way have been established, shall have the right at any time to cut and remove any trees or branches or any other unauthorized object from such easements, reservations and rights of way.

17. Right of Inspection.

During reasonable hours, and after notice, except in the event of any emergency, Declarant, or any member of the Architectural Committee or any authorized representative of Declarant or the Architectural Committee shall have the right to enter upon and inspect any portion of the Property and the improvements thereon for the purpose of ascertaining whether the provisions of this Declaration have been or are being complied with and such person shall not be deemed guilty of trespassing by reason of such entry; provided, however, that neither Declarant nor any member of the Architectural Committee shall have the right to enter any Duplex Unit located on any portion of the Property except to inspect any repairs or alterations to any Party Wall which cannot be properly and completely viewed from the exterior.

18. Public Utilities.

Nothing contained herein shall prevent the dedication or conveyance of any Lot within the Property or any portion of any Lot within the Property for public utilities.

Page Eight (8)

19. Water and Sewage Systems.

No individual water supply system or sewage disposal system will be constructed, installed or permitted on any Lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Maricopa County Health Department and approval of construction and installation of any such system is first obtained from such authority. No structure of any kind shall be constructed or placed within sewer easements except fencing and pavement. No trees, shrubs or other plantings, except grass, shall be located on or in any sewer easement. Neither any utility company, service company, or the City of Mesa shall be required to replace any obstructions or plantings that are reasonably required to be removed during the course of required utility maintenance, construction or reconstruction.

20. Encroachments.

No fence, wall, hedge, tree, shrub or planting of any kind which obscures sight-lines at elevations of more than two feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 33 feet from the intersection of such street property lines, or in the case of a rounded property corner, from the intersection of the street property lines if extended. The same sight line limitation shall apply to any Lot within 10 feet from the intersection of a street property line with the edge of the driveway or pavement. No trees shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

III. PARTY WALLS

The rights and duties of Owners with respect to Party Walls or Party Fences shall be as follows:

1. Each wall, including patio walls and fences, which is constructed as part of the original construction of any structure, any part of which is placed on a dividing line between separate Lots shall constitute a Party Wall. With respect to any such Party Wall, each of the adjoining Owners shall assume the burdens and be entitled to the benefits of these restrictive covenants and, to the extent not inconsistent herewith, the general rules of law regarding Party Walls shall be applied thereto.
2. In the event that any such Party Wall or Party Fence is damaged or destroyed by the act of one adjoining Owner, or any of his guests, tenants, licensees, agents or members of his family (whether or not such act is negligent or otherwise culpable) so as to deprive the other adjoining Owner of the full use and enjoyment of such Party Wall or Party Fence, then the first of such Owners shall (i) forthwith proceed to rebuild or repair the same to as good condition as such Party Wall or Party Fence formerly was without cost to the adjoining Owner and (ii) indemnify the adjoining Owner from any consequential damages, loss or liabilities.

Page Nine (9)

3. In the event that any such Party Wall or Party Fence is damaged or destroyed by some cause other than the act of one of the adjoining Owners, his agents, tenants, licensees, guests or family (including ordinary wear and tear and deterioration from lapse of time), then in such event both such adjoining Owners shall proceed forthwith to rebuild or repair the same to as good condition as such Party Wall or Party Fence formerly was at their joint and equal expense.
4. Notwithstanding anything to the contrary herein contained, there shall be no impairment of the structural integrity of any Party Wall or Party Fence without the prior consent of all Owners of any interest therein, whether by way of easement or in fee.
5. Each Owner shall permit the Owners of adjoining Lots, or their representatives, when reasonably required, to enter his Lot and any improvements thereon (if necessary) for the purpose of repairing or ^{Unofficial Document} maintaining a Party Wall or a Party Fence or for the purpose of performing installations, alterations or repairs to the Property of such adjoining Owners, provided that requests for entry are made in advance and that such entry is at a time reasonably convenient to the Owner of the adjoining Lot. In case of an emergency, such right of entry shall be immediate. An adjoining Owner making entry pursuant to the terms of this sub-paragraph shall not be deemed guilty of trespassing by reason of such entry. Such entering Owner shall indemnify the adjoining Owner from any consequential damages sustained by reason of such entry.
6. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.
7. In addition to meeting the requirements of this Declaration and of any applicable building code and similar regulations or ordinances, any Owner proposing to modify, alter, make additions to or rebuild his unit in any manner which requires the extension of or other alteration to any Party Wall or Party Fence shall first obtain the written consent of the adjoining Owner.
8. In the event of any dispute between Owners with respect to the construction, repair or rebuilding of a Party Wall or Party Fence, or with respect to the sharing of the costs thereof, or in any other manner concerning the Party Wall or Party Fence

Page Ten (10)

under the provisions of this Article, each Owner shall choose one arbitrator and such arbitrators shall mutually agree upon an additional arbitrator to whom the dispute shall be submitted, and each Owner agrees to abide by the decision rendered by the majority of such three arbitrators, the decision of which shall be binding and final.

IV. ENCROACHMENT EASEMENTS.

Each dwelling unit shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed or constructed by Declarant. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event that any duplex structure is partially or totally destroyed, and then rebuilt, the Owners of the dwelling units therein agree that minor encroachments of parts of the adjacent dwelling units due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist. Anything herein to the contrary notwithstanding, any such encroachment or easements shall not exceed one foot.

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V. MAINTENANCE BY OWNER

1. Each Owner shall be responsible for the upkeep and maintenance of the interior of his dwelling unit and for the upkeep and maintenance of his Lot (exterior or elsewhere). All fixtures and equipment installed within a dwelling unit located on a Lot shall be maintained, repaired and replaced by the Owner thereof. Termite control shall be the responsibility of each Owner. An Owner shall do no work that will impair the structural soundness or integrity of any dwelling unit or impair any easement nor shall an Owner do any act or allow any condition to exist which will adversely effect any other dwelling units or other Owners.

2. Anything herein to the contrary notwithstanding each Owner of a Lot within the Properties shall cooperate with the Owner of the dwelling unit adjoining his for purposes of maintaining the exterior of the duplex unit which is constructed upon their respective Lots. Without intending to limit the generality of the foregoing, each such adjoining Owners shall cooperate such that the exterior of their duplex unit is periodically painted a uniform color as such repainting becomes necessary, at the joint and equal expense of each adjoining Owner, such that the value, desirability and attractiveness of the duplex unit is protected. Any such repainting or redecorating exterior surfaces will require submission of a color scheme for Architectural Committee approval. If a portion of the roof located on any Owner's Lot is damaged or destroyed by reason of any act or circumstance which is not contributed to by the Owner

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of the adjoining Single Family Residence in the duplex unit, his agents, tenants, licensees, guests or family (including ordinary wear and tear and deterioration from lapse of time), such damaged or destroyed portion of the roof shall be immediately replaced or repaired by the Owner over whose dwelling unit the damaged or destroyed portion of the roof is located such that the roof is in as good condition as formerly, without cost to the adjoining Owner; and the first Owner shall indemnify such adjoining Owner from and against any damage, liability or loss sustained by such adjoining Owner by reason of such damaged or destroyed portion of the roof and any repairs and replacement thereto. If the roof covering a duplex unit is damaged or destroyed by some cause other than the acts or omissions of the adjoining Owners, their agents, tenants, licensees, guests or family, such that repairs or replacement is required for the entire roof, then in such event both such adjoining Owners shall proceed forthwith to rebuild or repair the same to as good condition as formerly at their joint and equal expense.

3. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

4. In the event of any dispute arising between adjoining Owners in connection with exterior painting, roof repairs or replacements or any other aspect of Duplex Unit exterior maintenance, each adjoining Owner shall choose one arbitrator and such arbitrators shall mutually agree upon one additional arbitrator and the dispute shall be submitted to said arbitrators, and the Owners agree to abide by the decision of the majority of the arbitrators, which decision shall be final.

VI. ARCHITECTURAL COMMITTEE

1. Membership.

The aesthetic quality of the subdivision shall be maintained by an Architectural Control Committee formed as follows and exercising its controls as herein provided: The Architectural Control Committee shall be composed of Jack Magura, Joe Contadino and Richard M. Eneim, until the Declarant is no longer a title holder 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 be members of the Architectural Committee and shall appoint and designate these three Owners to be members of the Architectural Committee, and they shall constitute the Architectural Committee as soon as they have accepted the appointment and designation, and the Declarant shall cause at that time a statement to be recorded in the records of Maricopa County, Arizona, setting forth the names and official address or addresses of the Architectural Committee thus appointed; provided, however, that the Owners shall have the right and power by a written majority vote to appoint and designate new members for the Architectural Committee, not to exceed three in number, to replace any or all of the committee

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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.

2. Approval and Disapproval.

All decisions of the Architectural Committee shall be by the affirmative vote of at least two members. The Architectural Committee's approval or disapproval of a request made pursuant to these Restrictions shall be in writing. If there is no Committee in existence or if the Committee fails to approve or disapprove any matters within 30 days after necessary plans and specifications have been submitted to it, approval will not be required and the requirements or prior written approval of the Architectural Committee shall be deemed to have been fully complied with, provided the design, location and kind of materials within the structure or buildings to be built on said Lots shall be governed by all other Restrictions contained in the Declaration and said structures or buildings shall be in harmony ^{Unofficial Document} with existing buildings and structures in the immediate vicinity. If an application is amended, supplemented or modified, whether at the request of the Architectural Committee or not, the 30-day period shall cease and shall begin to run anew commencing on the date that such written amendment, supplement or modification is supplied to the Architectural Committee.

3. Architectural Committee Rules.

The Architectural Committee may, from time to time, and in its sole and absolute discretion, adopt, amend and repeal, by unanimous vote or written consent, rules and regulations, to be known as The Dobson Ranch Architectural Control Committee Guidelines. Said Guidelines shall interpret and implement the permitted uses and restrictions of this Declaration by setting forth the standards and procedures for Architectural Committee review and the guidelines for schemes, exterior finishes and materials and similar features which are recommended for use in Kncell Villa Solano Unit Two.

4. Powers and Duties.

The Architectural Committee shall exercise the rights and powers granted to it, and shall have the duties and liabilities imposed upon it, by this Declaration, but may appoint and designate, by a majority vote, a representative who shall have authority to exercise those rights and powers and who shall have those duties and liabilities, on behalf of the Architectural Committee, until the Architectural Committee, by a majority vote, shall revoke his appointment and designation. 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 25 years from

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the date of this instrument and thereafter the approval prescribed in Paragraph 14 above, shall no longer be required unless prior to the termination date hereof a written instrument shall have been executed by the then Owners of a majority of the Lots appointing a successor committee which shall thereafter exercise the same rights, and powers, and shall have the same duties and liabilities, previously exercised by and imposed upon the Architectural Committee.

5. 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, 10365, Page 923-943.

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VII. MISCELLANEOUS PROVISIONS

1. The restrictive covenants, conditions, limitations, and agreements herein contained shall run with the land and shall be binding upon all persons who now own, lease, sublease or occupy any Lot or Lots within the Property and upon all persons purchasing, leasing, subleasing or occupying any Lot or Lots within the Property after the date upon which this instrument has been duly recorded. The covenants, conditions, restrictions and reservations herein contained may be enforced by the Architectural Committee, or the Owner of any Lot, or by any developer, or any one or more of said individuals, provided, however, that the violation or breach of any covenant, restriction, reservation and/or condition of any right of re-entry by reason thereof, shall not defeat nor render invalid the lien of any mortgage or deed of trust made in good faith and for value upon said Lot or Lots, and except as hereinafter provided, each and all of said covenants, restrictions, reservations, and conditions shall be binding upon and effective against any Owner of said premises whose title thereto is acquired by foreclosure, trustee's sale, or otherwise, and provided also that the breach of any said covenants, restrictions, reservations and conditions may be enjoined, abated or remedied by appropriate legal proceedings (including a suit for damages against violators) notwithstanding the existence of any lien, deed of trust or mortgage instrument. Any and all instruments of conveyance of any interest in all or part of the Lots in the Property shall contain reference to this instrument and shall be subject to the covenants, restrictions, reservations and conditions herein set forth as fully as though said terms and conditions of this instrument were therein set forth in full; provided, however, that the restrictive covenants, terms and conditions of this instrument shall be binding upon all persons affected by the same, whether express reference is made to this instrument or not.

2. The delay, failure or omission to enforce the provisions of any covenant, condition or restriction contained in this Declaration in the event of any breach thereof shall not constitute acquiescence therein nor constitute a waiver of any right to enforce any such provision or any other provisions of this Declaration, and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Architectural Committee or any Owner for or on account of the failure to bring any action or take any steps as to any breach hereof.

3. Every act or omission whereby a covenant, condition or restriction of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action.

4. If any Lot Owner breaches any of the covenants, restrictions or provisions of the Declaration, and fails to cure the same within fifteen (15) days after notice thereof is given by the Architectural Committee, then the Architectural Committee may, at its option, cure said breach. Any amounts spent by the Architectural Committee to cure such breach, together with costs, reasonable

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attorneys' fees and interest thereon, computed at the rate of Ten Percent (10%) per annum from the date that said sums are paid, shall be payable by the breaching Lot Owner forthwith upon demand by the Architectural Committee. The total sum of the foregoing amounts shall be charged on the Lot (and the improvements thereon), shall be a continuing lien thereon, and shall be the personal obligation of the breaching Lot Owner. The Architectural Committee may bring an action at law against the breaching Lot Owner to collect said sums or may foreclose the lien against the Lot (and the improvements thereon) in the same manner as provided for foreclosing a mortgage lien, or at the option of the Architectural Committee, in the same manner as provided for foreclosing a materialman's lien, or at the further option of the Architectural Committee, in such other manner as is available at law or in equity. Said lien shall be subordinate to the lien of any first mortgage or first deed of trust secured upon such Lot. The sale or transfer of such Lot shall not extinguish the lien as to any amounts which became due prior to such sale or transfer.

5. Severability. The invalidity of any one of the agreements, covenants, restrictions, reservations, conditions or provisions herein contained by judgment, decree or court order shall in no way affect the ^{Unofficial Document} validity of the remaining provisions of this instrument and the same shall remain in full force and effect.

6. Duration. This Declaration shall continue and remain in full force and effect at all times with respect to the Property, subject to amendment as provided in this Declaration, until January 1, 2009. Unless within one (1) year prior to January 1, 2009, an instrument directing the termination or modification of this Declaration is signed by Owners of not less than two-thirds (2/3) of the Lots and is recorded, this Declaration, as in effect immediately prior to the expiration date, shall continue in effect automatically for an additional ten (10) years and thereafter for successive periods of ten (10) years, unless within one (1) year prior to the expiration of any period, this Declaration is terminated or modified as set forth above in this paragraph.

7. Notices. Any notice required or desired to be sent pursuant to this Declaration shall be in writing and may be delivered either personally or by mail. If sent by mail, it shall be deemed to have been delivered twenty-four hours after the same has been deposited in the United States Mail, postage prepaid, certified, addressed as follows:

A. If to the Architectural Committee,
at 2420 South Don Carlos, Mesa, Arizona 85202,
c/o Dobson Association.

B. If to an Owner or Owners, at the street
address of the Lot or Lots owned by the Owner or
Owners.

Any such address may be changed by recording a notice of change of address which is delivered, in writing, in the manner as set forth above.

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8. Cumulative Remedies. Each remedy provided by this Declaration is cumulative and not exclusive.

9. Singular and Plural. Singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine or neuter shall include the masculine, feminine or neuter, as the context requires.

10. Captions. All captions or titles used in this Declaration are intended solely for convenience or reference and shall not affect that which is set forth in any of the terms or provisions of this Declaration.

11. Binding on Successors. By acceptance of a deed or acquiring any ownership interest in any of the Lots included within the Property, each person or entity, for himself or itself, their personal representatives, successors, transferees and assigns binds himself, his heirs, personal representatives, successors, transferees and assigns to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the real property covered thereby and hereby ^{Unofficial Document} evidences his interest that the restrictions, conditions, covenants, rules and regulations contained herein shall run with the land and be binding on all subsequent and future owners, grantees, purchasers, assignees and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and endorseable by the various subsequent and future Owners.

12. Inconsistencies. In the event of any inconsistency between the Declaration and the Declaration of Covenants, Conditions and Restrictions recorded in Docket Pages et seq. (the "Master Declaration"), the Master Declaration shall control.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 4th day of June, 1979.

KNOELL BROS. CONSTRUCTION, INC.,
an Arizona corporation,

By 

Thomas E. Knoell
Vice President

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STATE OF ARIZONA)
) ss.
 COUNTY OF MARICOPA)

On this the 4th day of June, 1979, before me, the undersigned officer, personally appeared THOMAS E. KNOELL, who acknowledged himself to be the Vice President of KNOELL BROS. CONSTRUCTION, INC., an Arizona corporation, and that he as such officer, being authorized to do so, executed the foregoing Declaration of Covenants, Conditions and Restrictions for the purposes therein contained, by signing the name of the corporation by himself as such officer.

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


 Notary Public

My Commission Expires:

My Commission Expires April 15, 1980

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