

DOBSON RANCH UNIT THREE

A SUBDIVISION OF
THE DOBSON RANCH
A SUBDIVISION OF PART OF SECTION 5,
T.1S, R.5E, G&SRB&M.
MARICOPA COUNTY, ARIZONA
SHEET 1 OF 10

DEDICATION

State of Arizona
County of Maricopa

Know all men by these presents, That Continental Homes Inc. of One Corporation, an owner, has relinquished under the name of Dobson Ranch Unit Three part of Section 5, T.1S, R.5E, G&SRB&M, Maricopa County, Arizona to certain herein and hereby certifies that part of said Dobson Ranch Unit Three, and hereby dedicates that said part to the nation and upon the covenants, conditions and dimensions of the lots, tracts, streets and easements hereinafter come and that each lot, tract and easement shall be shown by the transfer, better and more fully as given each respectively of said part and Continental Homes Inc. as owner hereby dedicates to the public, in and on each, the streets shown on said plat and recited in the above described covenants. Easements are dedicated to the use herein in accordance for public utilities and easements as hereby dedicated over Tracts 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 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998, 999, 1000.

In witness whereof Continental Homes Inc. as owner, has caused its corporate seal to be hereunto set and the undersigned officer hereunto duly authorized this 8 day of December AD 1975

CONTINENTAL HOMES INC. AS OWNER

By *[Signature]*
President

ACKNOWLEDGEMENT

State of Arizona
County of Maricopa

Before me this 8 day of December 1975, personally appeared *[Signature]* who being duly sworn to be the President of the Continental Homes Inc. and that he is the duly authorized officer of the Corporation for the purpose herein contained by signing the name of the Corporation as owner, by himself or such officer.

In witness whereof I hereunto set my hand and official seal

My commission will expire My Commission Expires May 25, 1979

[Signature]
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 May, 1975

[Signature]
Registered Civil Engineer

APPROVAL

Approved by the City Council of the City of Mesa, Arizona this 20th day of May, 1976

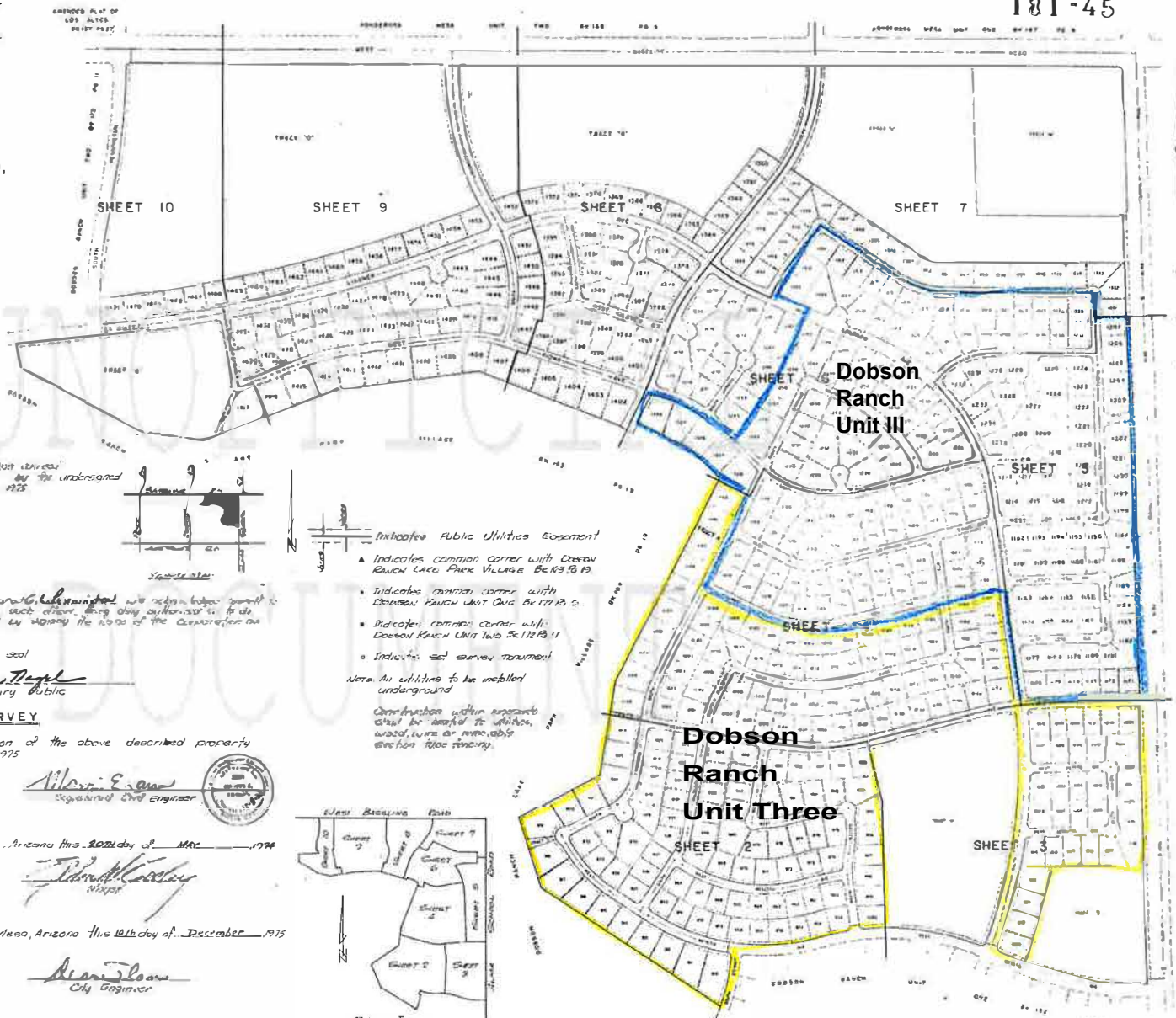
Attest *[Signature]*
City Clerk

Approved by the City Engineer of the City of Mesa, Arizona this 16th day of December, 1975

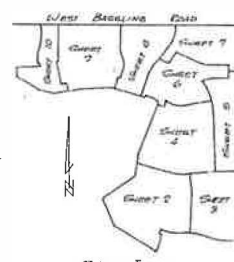
[Signature]
City Engineer

294493

STATE OF ARIZONA
COUNTY OF MARICOPA
DEED
RECORDED
INDEXED
FILED
MAY 25 1979
MESA, ARIZONA



- Indicates Public Utilities Easement
 - Indicates common corner with Dobson Ranch Unit Two B/L 12/13/11
 - Indicates common corner with Dobson Ranch Unit One B/L 12/13/10
 - Indicates common corner with Dobson Ranch Unit Two B/L 12/13/11
 - Indicates set survey monument
- Note: All utilities to be installed underground.
- Construction within easements shall be subject to utilities, water, sewer or otherwise within three feet.



187-45

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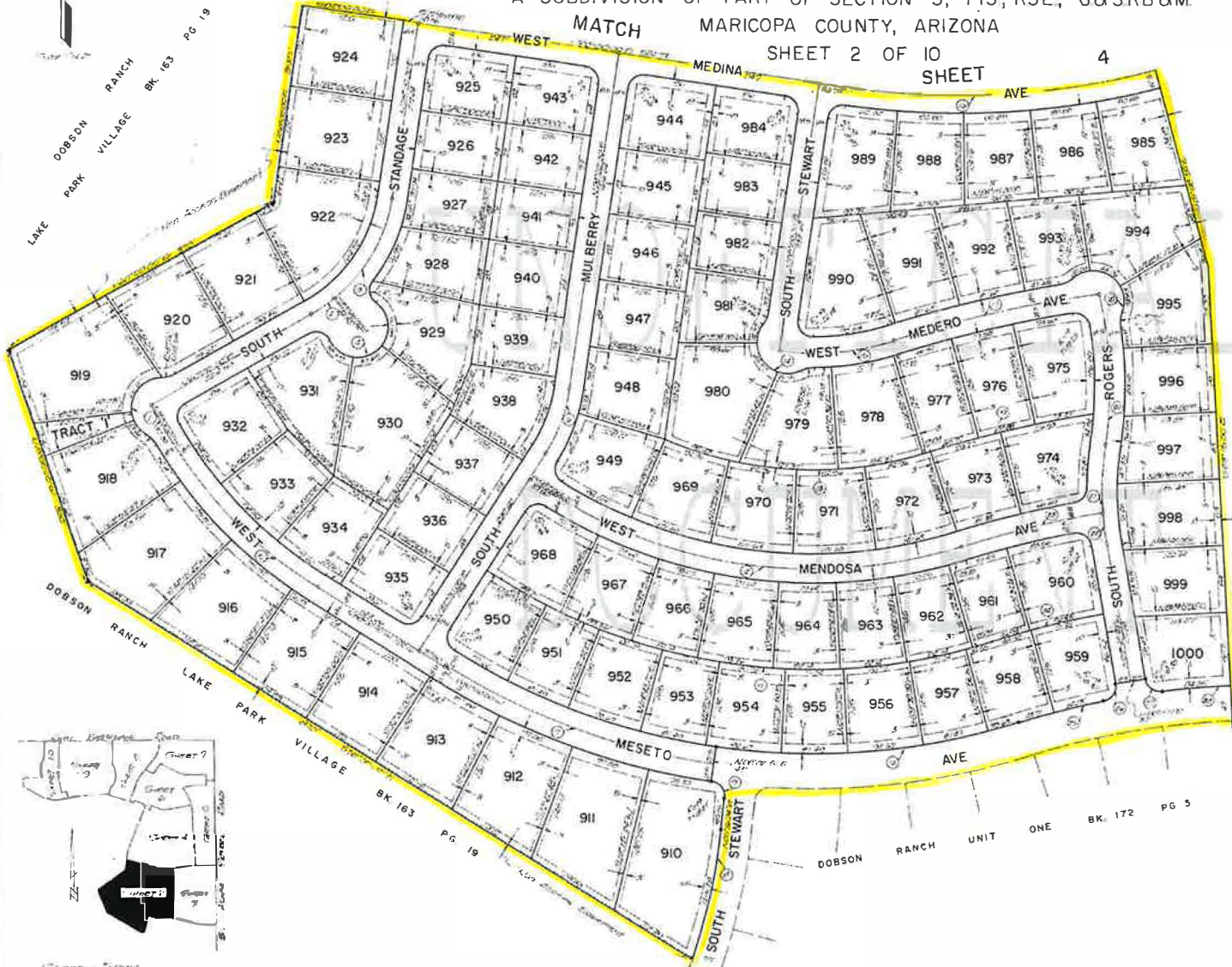
DOBSON RANCH UNIT THREE

A SUBDIVISION OF THE DOBSON RANCH
A SUBDIVISION OF PART OF SECTION 5, T15, R5E, G&SRB&M
MATCH MARICOPA COUNTY, ARIZONA

SHEET 2 OF 10
SHEET 4

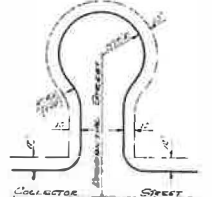
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DATE OF SURVEY: 11/15/00
BY: [Signature]
CHECKED BY: [Signature]
SCALE: AS SHOWN
PROJECT: DOBSON RANCH UNIT THREE
SHEET NO. 2 OF 10



NO	Radius	CURVE DATA	Δ	Tangents	Length
1	100.00	100.00	180.00	100.00	100.00
2	100.00	100.00	180.00	100.00	100.00
3	100.00	100.00	180.00	100.00	100.00
4	100.00	100.00	180.00	100.00	100.00
5	100.00	100.00	180.00	100.00	100.00
6	100.00	100.00	180.00	100.00	100.00
7	100.00	100.00	180.00	100.00	100.00
8	100.00	100.00	180.00	100.00	100.00
9	100.00	100.00	180.00	100.00	100.00
10	100.00	100.00	180.00	100.00	100.00
11	100.00	100.00	180.00	100.00	100.00
12	100.00	100.00	180.00	100.00	100.00
13	100.00	100.00	180.00	100.00	100.00
14	100.00	100.00	180.00	100.00	100.00
15	100.00	100.00	180.00	100.00	100.00
16	100.00	100.00	180.00	100.00	100.00
17	100.00	100.00	180.00	100.00	100.00
18	100.00	100.00	180.00	100.00	100.00
19	100.00	100.00	180.00	100.00	100.00
20	100.00	100.00	180.00	100.00	100.00
21	100.00	100.00	180.00	100.00	100.00
22	100.00	100.00	180.00	100.00	100.00
23	100.00	100.00	180.00	100.00	100.00
24	100.00	100.00	180.00	100.00	100.00
25	100.00	100.00	180.00	100.00	100.00
26	100.00	100.00	180.00	100.00	100.00
27	100.00	100.00	180.00	100.00	100.00
28	100.00	100.00	180.00	100.00	100.00
29	100.00	100.00	180.00	100.00	100.00

SHEET 3
MATCH



SHOULDER DETAIL (TYPICAL)

- Indicates utility easement
 - Indicates common corner with adjacent tract
 - Indicates common corner with adjacent tract
 - Indicates common corner with adjacent tract
 - Indicates utility easement
- NOTE: All utilities to be installed underground.



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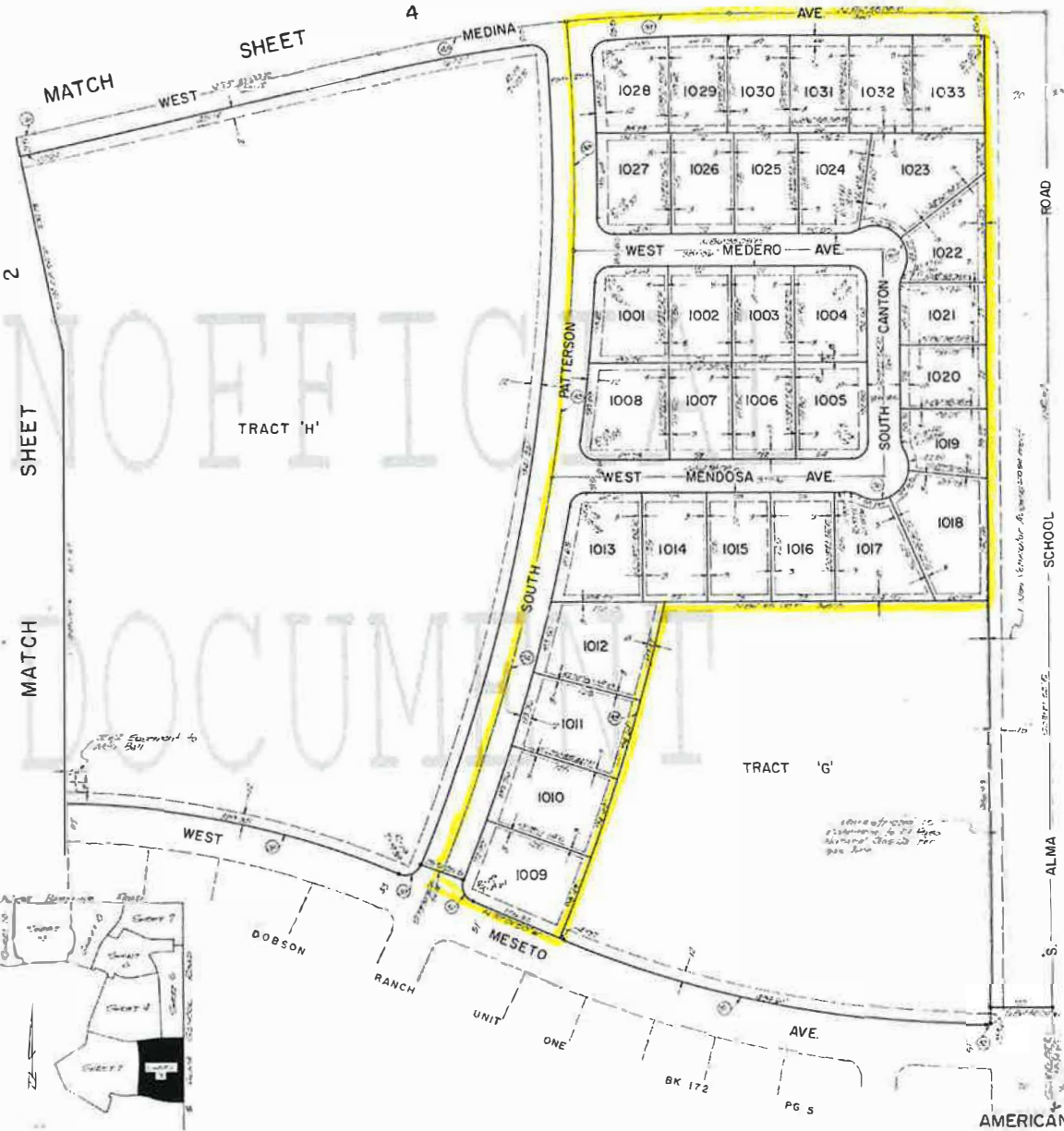
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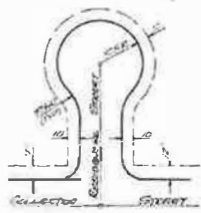
DOBSON RANCH UNIT THREE

A SUBDIVISION OF THE
DOBSON RANCH
A SUBDIVISION OF PART OF
SECTION 5, T1S, R5E,
G&SRB&M,
MARICOPA COUNTY, ARIZONA
SHEET 3 OF 10

MATCH SHEET 5 181-45



NO	CURVE	DATA	Radius	Δ	Tangent	Length
18	1/4" R	113.00	113.00	90.00	113.00	113.00
19	1/4" R	113.00	113.00	90.00	113.00	113.00
20	1/4" R	113.00	113.00	90.00	113.00	113.00
21	1/4" R	113.00	113.00	90.00	113.00	113.00
22	1/4" R	113.00	113.00	90.00	113.00	113.00
23	1/4" R	113.00	113.00	90.00	113.00	113.00
24	1/4" R	113.00	113.00	90.00	113.00	113.00
25	1/4" R	113.00	113.00	90.00	113.00	113.00
26	1/4" R	113.00	113.00	90.00	113.00	113.00
27	1/4" R	113.00	113.00	90.00	113.00	113.00
28	1/4" R	113.00	113.00	90.00	113.00	113.00
29	1/4" R	113.00	113.00	90.00	113.00	113.00
30	1/4" R	113.00	113.00	90.00	113.00	113.00
31	1/4" R	113.00	113.00	90.00	113.00	113.00
32	1/4" R	113.00	113.00	90.00	113.00	113.00
33	1/4" R	113.00	113.00	90.00	113.00	113.00
34	1/4" R	113.00	113.00	90.00	113.00	113.00
35	1/4" R	113.00	113.00	90.00	113.00	113.00
36	1/4" R	113.00	113.00	90.00	113.00	113.00
37	1/4" R	113.00	113.00	90.00	113.00	113.00
38	1/4" R	113.00	113.00	90.00	113.00	113.00
39	1/4" R	113.00	113.00	90.00	113.00	113.00
40	1/4" R	113.00	113.00	90.00	113.00	113.00
41	1/4" R	113.00	113.00	90.00	113.00	113.00
42	1/4" R	113.00	113.00	90.00	113.00	113.00



**CURB, UTILITY AND
SIDEWALK ARRANGEMENT DETAIL
(TYPICAL)**

- Indicates public utility easement
- Indicates common corner with Dobson Ranch Unit One
- Indicates common corner with Dobson Ranch Unit Two
- Indicates common corner with Dobson Ranch Unit Three
- Indicates survey monument

STATE OF ARIZONA
County of Maricopa
I hereby certify that this is a true and correct copy of the original as filed in my office.
City of Phoenix
City Engineer
Date: 10/15/10



U N I T S U B D I V I D E D



AMERICAN ENGINEERING CO.
PHOENIX ARIZONA

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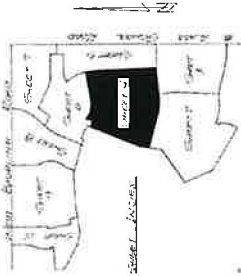
DOBSON RANCH UNIT THREE

DOBSON RANCH UNIT THREE

A SUBDIVISION OF THE DOBSON RANCH
 A SUBDIVISION OF PART OF SECTION 5, T.1S., R.5E., G.8.SRB&M.
 MARICOPA COUNTY, ARIZONA

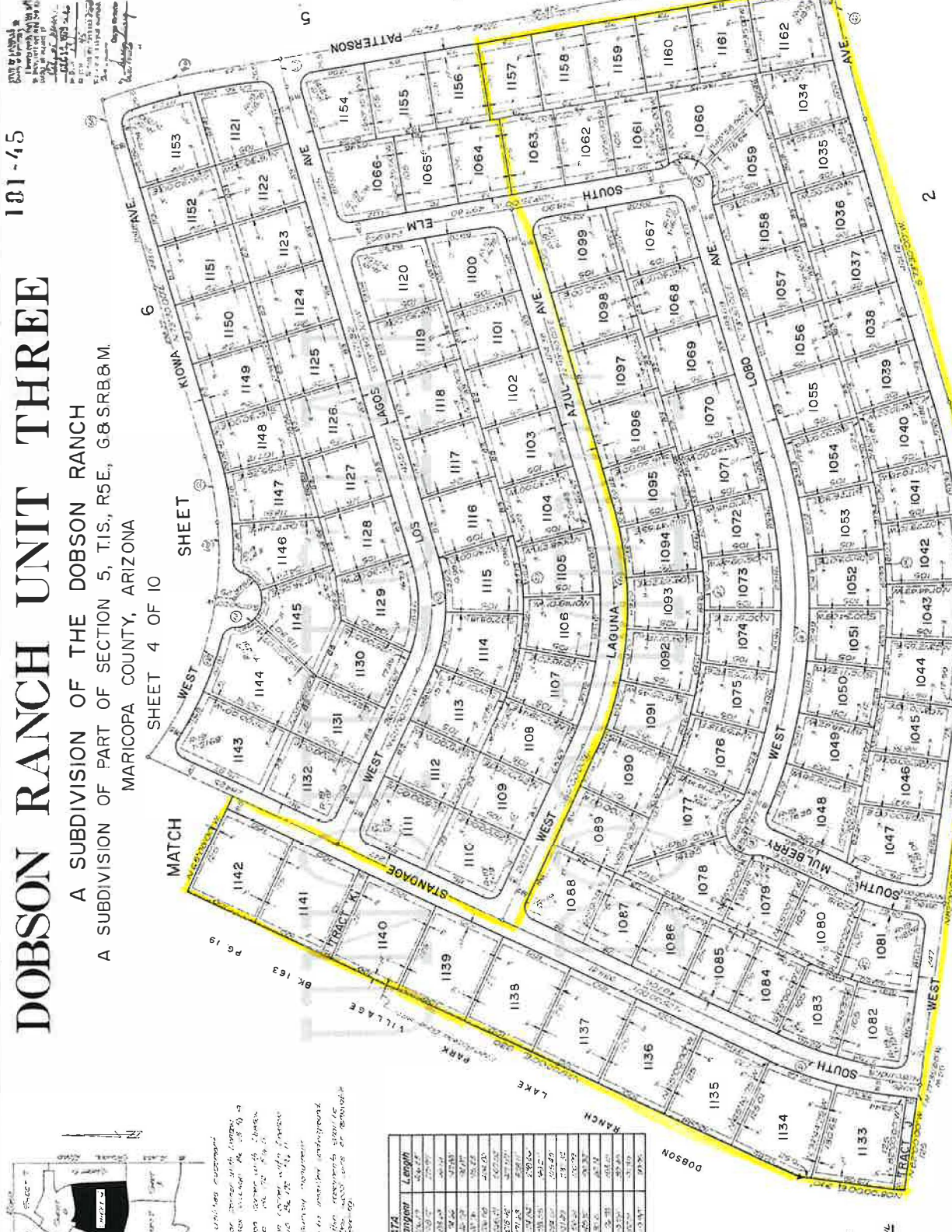
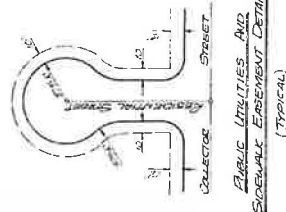
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- Streets shall be paved with asphalt.
- Intersecting streets shall be paved with concrete.
- Curb and gutter shall be 18" wide.
- Sidewalk shall be 4' wide.
- Intersecting streets shall be paved with concrete.
- Curb and gutter shall be 18" wide.
- Sidewalk shall be 4' wide.
- Intersecting streets shall be paved with concrete.
- Curb and gutter shall be 18" wide.
- Sidewalk shall be 4' wide.

NO.	CURVE	DATA	Length
1	100'	100'	100'
2	100'	100'	100'
3	100'	100'	100'
4	100'	100'	100'
5	100'	100'	100'
6	100'	100'	100'
7	100'	100'	100'
8	100'	100'	100'
9	100'	100'	100'
10	100'	100'	100'
11	100'	100'	100'
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22	100'	100'	100'
23	100'	100'	100'
24	100'	100'	100'
25	100'	100'	100'
26	100'	100'	100'
27	100'	100'	100'
28	100'	100'	100'
29	100'	100'	100'
30	100'	100'	100'



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AMERICAN ENGINEERING CO.
 PHOENIX, ARIZONA
 181-46

DKT 119916 438

RETURN TO:
ST. PAUL TITLE AND TRUST
4450 NORTH CENTRAL • PHOENIX • 263-0010

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DECLARATIONS OF COVENANTS PROP RSTR (PR)
CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

CONTINENTAL HOMES, INC., an Ohio corporation, as owner of all of the following described premises, situated within the County of Maricopa, State of Arizona, to-wit:

Lots 910 through 1063 inclusive; 1067 through 1099 inclusive; 1133 through 1138 inclusive; 1157 through 1162 inclusive of Dobson Ranch Unit Three, a subdivision of Dobson Ranch, as it appears in the books and records of the County of Maricopa County, Arizona, Book 181 of Maps, Page 45.

and located within Section 5 Township 1 South Range 5 East G&SR&M, Continental Homes, Inc., an Ohio Corporation, hereinafter referred to as "Developer" or "Declarant", 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 DOBSON RANCH UNIT THREE, nor shall any trailer, tent, shack, garage, barn or any other structure or dwelling be moved onto said lots in DOBSON RANCH UNIT THREE, from outside the subdivision, except that a manufactured storage shed of dimensions not to exceed eight feet by ten feet in width and length and seven feet in height may be placed behind the home on any lot, subject to approval by the Architectural Control Committee, as to placement on the lot, and subject to the limitations of paragraph 16 herein.

2. No single family dwelling shall be erected, permitted or maintained on any lot in DOBSON RANCH, UNIT THREE, that shall have a ground floor area of less than 800 square feet, except those lots restricted in paragraph 16.

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

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

15 5. No facilities, including poles and wires, for the transmission
16 of electricity, telephone mess^{Unofficial Document}age, television or radio, except as
17 specifically provided herein, and the like shall be maintained above the
18 surface of the ground of any lot. If at the time of occupancy of the house
19 constructed on any lot there is available underground television antenna
20 connection cable, then no outside television or radio pole or antenna shall
21 be constructed, erected or maintained on any building or on any lot located
22 in such a manner as to be visible from the outside of any such building
23 except by and with the prior written consent of the Architectural Control
24 Committee. Such prior written consent for television antenna shall not
25 be required in the event said television antenna cable is not available for
26 connection at the date of occupancy of the house constructed on the lot;
27 however, no such antenna for a private dwelling shall be higher than ten
28 feet (10') above the highest point of the house. Upon the written demand
29 of the Architectural Control Committee and after availability of underground
30 television antenna connection cable, any private antenna shall be promptly
31 removed.

32 6. The aesthetic quality of the subdivision shall be maintained by

001 119916 410

1 an Architectural Control Committee formed as follows and exercising its
2 controls as herein provided:

3 a. The Architectural Control Committee shall be composed of
4 Joseph Contadino, Larry C. Fischer, and John W. Magura whose official
5 address shall be 4550 North Black Canyon Highway, Phoenix, Arizona, until
6 the Declarant is no longer a title holder of any lots in the subdivision
7 described herein; provided, however, that the Developer shall have the right
8 at any time during such period to remove any member of such committee and by
9 a recorded certificate to appoint a successor to said Committee. At such
10 time as the Developer is no longer a title holder of any of such lots, the
11 Developer shall make a reasonable effort to find three of the then Owners
12 who are willing to be members of the Architectural Committee and shall appoint
13 and designate these three Owners to be members of the Architectural Committee,
14 and they shall constitute the Architectural Committee as soon as they have
15 accepted the appointment and designation, and the Declarant shall cause at
16 that time a statement to be recorded in the records of Maricopa County,
17 Arizona, setting forth the names and official address or addresses of the
18 Architectural Committee thus appointed; provided, however, that the Owners
19 shall have the right and power by a written majority vote to appoint and
20 designate new members for the Architectural Committee, not to exceed three
21 in number, to replace any or all of the committee members at any time after
22 the Declarant is no longer an Owner, and a statement setting forth the names
23 and official address or addresses of the Architectural Committee thus appointed
24 by the vote of the then Owners shall be recorded in the records of Maricopa
25 County, Arizona. Failure to record statements concerning new appointments
26 to the Architectural Committee as provided in this paragraph shall not
27 vitiate or otherwise impair the effectiveness of such appointments.

28 b. Except as provided for in paragraph 6(a) hereof, in the event
29 of the death, disability, or resignation of any member of the Architectural
30 Committee, the remaining member or members shall constitute the Architectural
31 Committee and shall exercise all of the rights and powers granted to, and shall
32 have all the duties and liabilities imposed upon, the Architectural Committee

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1 by this Declaration and shall appoint a new member to replace and to exercise
2 the rights and powers of, and to have all the duties and liabilities of, the
3 deceased, disabled, or resigned member.

4 c. The Architectural Committee shall exercise the rights and
5 powers granted to it, and shall have the duties and liabilities imposed upon
6 it, by this Declaration, but may appoint and designate, by a majority vote, a
7 representative who shall have authority to exercise those rights and powers
8 and who shall have those duties and liabilities, on behalf of the Architectural
9 Committee, until the Architectural Committee, by a majority vote, shall revoke
10 his appointment and designation.

11 d. Neither the members of the Architectural Committee nor its
12 representatives shall be entitled to any compensation for services performed
13 pursuant to this Declaration, and the rights, powers, duties and liabilities of
14 the Architectural Committee conferred hereunder shall terminate twenty-five
15 (25) years from the date of this instrument and thereafter the approval pre-
16 scribed in Paragraph 6 (a) above, shall no longer be required unless prior to
17 the termination date hereof a written instrument shall have been executed by
18 the then Owners of a majority of the lots appointing a successor committee
19 which shall thereafter exercise the same rights, and powers, and shall have the
20 same duties and liabilities, previously exercised by and imposed upon the
21 Architectural Committee.

22 e. No building, fence, wall or other structure shall be commenced,
23 erected, or maintained upon any lot, nor shall any exterior addition to
24 or change or alteration therein be made until the plans and specifications
25 showing the nature, color, kind, shape, height, materials and location of the
26 same shall have been submitted to and approved in writing as to harmony of
27 external design and location in relation to surrounding structures and topog-
28 raphy by the Architectural Committee. In the event said Committee fails to
29 approve or disapprove such design and location within thirty (30) days after
30 said plans and specifications have been submitted to it, approval will not be
31 required and this Paragraph 6 will be deemed to have been fully complied with.
32 This Paragraph 6 shall not apply to the installation, maintenance or alteration of

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1 structures and improvements in and upon the Properties by the Developer.

2 7. No lot shall be used except for residential purposes. No building
3 shall be erected, altered, placed or permitted to remain on any lot other than
4 one detached single family dwelling not to exceed two stories in height and
5 a private garage for not more than three cars, except that a manufactured
6 storage shed of dimensions as provided for in Paragraph 1 hereof, subject to
7 approval by the Architectural Control Committee, as to placement on the lot,
8 and subject to the limitations of Paragraph 16 herein.

9 8. No dwelling shall be erected or placed on any lot having an area of
10 less than 4,500 square feet; nothing herein shall prohibit the owner of a
11 partial lot contiguous to a full lot owned by the same person from constructing
12 one single family residence on the combined complete and partial lot.

13 9. All yard areas of a lot (except for original driveways and carports)
14 which are visible from any street or other lot shall be used solely for the
15 planting of grass, trees, plants, and shrubs and shall not be used for any
16 other purpose including without Unofficial Document ion the parking or placing of vehicles
17 or equipment of any nature upon any part of such area. Driveways and carports
18 shall be used exclusively for parking motor vehicles which are in service and
19 are classed by manufacturer's rating as not exceeding three quarters of a ton,
20 and in no event shall such areas be used for parking recreational vehicles,
21 motor homes, mobile homes, travel trailers, tent trailers, trailers, campers,
22 boats or boat trailers; provided, however, such vehicles may be parked in
23 fully fenced side or back yards so long as such vehicles are not visible from
24 any street or other lot.

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

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1 existed at the time the overall grading of the properties and the landscaping
2 of each lot were completed by the Declarant.

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

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

18 There is an easement across the front of each lot within this sub-
19 division and across the street side of each corner lot, ten (10) feet wide and
20 is to be located within ten (10) feet of the front property line, and the
21 street side property line of each corner lot, which easement is dedicated by the
22 Developer for sidewalk purposes. Declarant has caused to be installed land-
23 scaping within the area between the front lot line and the sidewalk easement.
24 Each owner agrees, by the acceptance of his deed, to maintain the landscaping
25 within this area at the owner's own cost and expense, except for those areas
26 for which a public authority or utility company is or may be responsible.

27 There is an easement across each lot within this subdivision two (2) feet
28 wide, which easement begins one (1) foot from the front line of each lot, and
29 is an easement retained for the purpose of installation of a cable television
30 system.

31 13. Each lot within this subdivision is within the service area of the
32 Salt River Valley Water Users' Association, and carries with it the right to

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1 delivery of irrigation water by the Salt River Valley Water Users' Association
 2 to each lot. Each owner agrees, by the acceptance of his deed that such deed
 3 acceptance does thereby appoint the Dobson Association, Inc., an Arizona
 4 corporation, as and to be his agent to accept delivery of the water to which
 5 each lot is entitled at a delivery point to be designated by the Dobson Associ-
 6 ation, and to transport said water across lands owned by the Dobson Association
 7 and the City of Mesa, a municipal corporation, for return into the system of
 8 the Salt River Valley Water Users' Association.

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

17 14. Each owner agrees by the acceptance of such deed to automatically
 18 become a member of the Dobson Association, Inc., an Arizona corporation, whether
 19 or not expressed in the deed, and agrees to abide by the rules, regulations
 20 and assessments and recognizes that non-payment of any dues or assessments
 21 levied by the Dobson Association is a lien against each lot as provided in the
 22 Declaration of Covenants, Conditions and Restrictions of the Dobson Association
 23 as recorded in the books and records of Maricopa County, Arizona, Books 10365
 24 Pages 923 - 943.

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

31 16. No single family dwelling shall be erected, permitted or maintained
 32 on Lots 919 through 924 inclusive, 1133 through 1142 inclusive, 1326 through

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1 1330 inclusive, and 1402 through 1417 inclusive of DOBSON RANCH UNIT THREE
 2 with a ground floor area of less than 1,600 square feet exclusive of open
 3 porches, pergolas, attached garages or carports. No structure may be placed
 4 any closer than twenty (20) feet from the rear property line of the above
 5 mentioned lots except fence and swimming pool as approved by the Architectural
 6 Control Committee and the City of Mesa. No storage sheds may be placed on any
 7 of the lots enumerated in this paragraph, notwithstanding the terms of para-
 8 graphs 1 and 7.

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

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

22 IN WITNESS WHEREOF, CONTINENTAL HOMES, INC., as Declarant, has caused its
 23 corporate name to be signed and its corporate seal to be affixed by the under-
 24 signed officer thereunto duly authorized this 16th day of November,
 25 1976.

CONTINENTAL HOMES, INC.

APPROVED AS TO LEGAL FORM:

[Signature]

my Joseph Contadino
 Joseph Contadino
 Chief Executive Officer

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1 STATE OF ARIZONA)
2 County of Maricopa) ss

3 On this 16th day of December, 1976, before me, the
4 undersigned Notary Public, personally appeared Joseph Contadino who acknowledged
5 himself to be the Chief Executive Officer of CONTINENTAL HOMES, INC., an Ohio
6 corporation, and that he as such officer being authorized to do so, executed
7 the foregoing instrument for the purposes therein contained, by signing the
8 name of the corporation by himself as Chief Executive Officer.

9 WITNESS my hand and official seal.



Joseph Contadino
Notary Public

13 My commission expires:
14 My Commission Expires Sept. 11, 1980

Unofficial Document

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

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

ST. PAUL TITLE

DEC 16 1976 2 46

in Booklet 11991

on page 438-446

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

27 Tom Fickler
28 County Recorder
29 By [Signature]
30 Deputy Recorder
31
32

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