

241-16

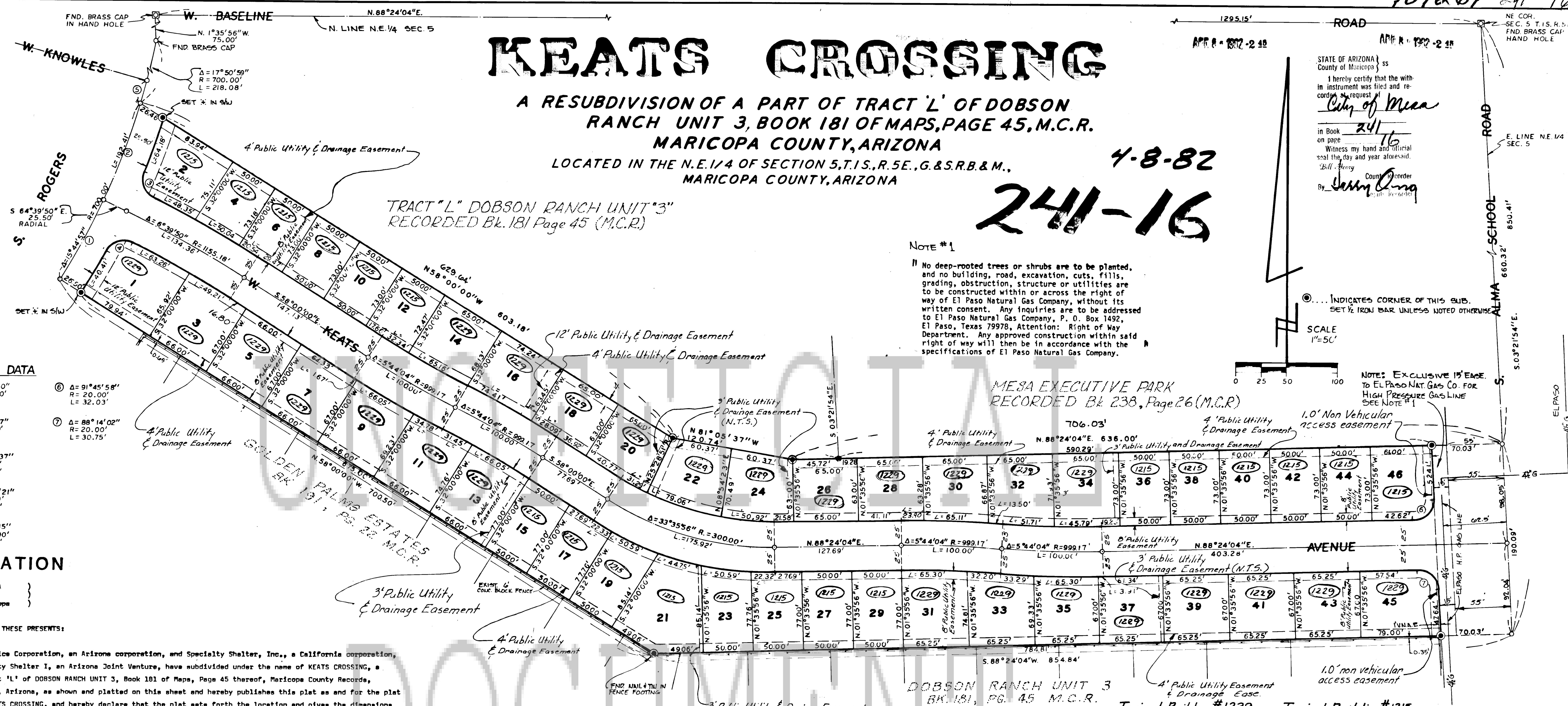
107261 241-16

KEATS CROSSING

A RESUBDIVISION OF A PART OF TRACT 'L' OF DOBSON RANCH UNIT 3, BOOK 181 OF MAPS, PAGE 45, M.C.R. MARICOPA COUNTY, ARIZONA
 LOCATED IN THE N.E. 1/4 OF SECTION 5, T.15, R.5E., G. & S.R.B. & M., MARICOPA COUNTY, ARIZONA

4-8-82

241-16



CURVE DATA

- ① Δ = 6°39'50"
- ② Δ = 9°05'07"
- ③ Δ = 85°39'37"
- ④ Δ = 87°29'21"
- ⑤ Δ = 1°09'15"
- ⑥ Δ = 91°45'58"
- ⑦ Δ = 88°14'02"

DEDICATION

STATE OF ARIZONA }
 County of Maricopa }

KNOW ALL MEN BY THESE PRESENTS:

That First Service Corporation, an Arizona corporation, and Specialty Shelter, Inc., a California corporation, dba FSC/Specialty Shelter I, an Arizona Joint Venture, have subdivided under the name of KEATS CROSSING, a portion of Tract 'L' of DOBSON RANCH UNIT 3, Book 181 of Maps, Page 45 thereof, Maricopa County Records, Maricopa County, Arizona, as shown and platted on this sheet and hereby publishes this plat as and for the plat of the said KEATS CROSSING, and hereby declares that the plat sets forth the location and gives the dimensions of the lots and streets constituting same, and that each lot and street shall be known by the number or name given each respectively, on said plat. Easements are hereby dedicated for the purposes shown hereon.

In Witness whereof:

First Service Corporation, an Arizona corporation, and Specialty Shelter, Inc., a California corporation, dba FSC/Specialty Shelter I, an Arizona Joint Venture, have hereunto caused their corporate names to be signed this 24 day of March, 1982.

FIRST SERVICE CORPORATION, Joint Venture

By: Ernest F. Modzelewski
 Ernest F. Modzelewski, Its President

SPECIALTY SHELTER, INC., Joint Venture

By: Gordon Zuckerman
 Gordon Zuckerman, Its President

ACKNOWLEDGEMENT

STATE OF ARIZONA }
 County of Maricopa }

On this the 24 day of March, 1982, before me, the undersigned officer, personally appeared ERNEST F. MODZELEWSKI, President of FIRST SERVICE CORPORATION, an Arizona corporation, and foreclosing instrument for the purposes therein contained.

In Witness whereof:

I hereunto set my hand and official seal.

My Commission expires:
 My Commission Expires Oct 12 1983

Edwidge A. Law
 Notary Public

STATE OF ARIZONA }
 County of Maricopa }

On this the 22 day of March, 1982, before me, the undersigned officer, personally appeared GORDON ZUCKERMAN, President of SPECIALTY SHELTER, INC., a California corporation, and acknowledged that he, as officer of the said corporation, being duly authorized so to do, did execute the foregoing instrument for the purposes therein contained.

In Witness whereof:

I hereunto set my hand and official seal.

My Commission expires:
 April 26 1985

Margaret A. Miller
 Notary Public



APPROVAL

Approved by the Council of the City of Mesa, Arizona, this 8TH day of MARCH, 1982.

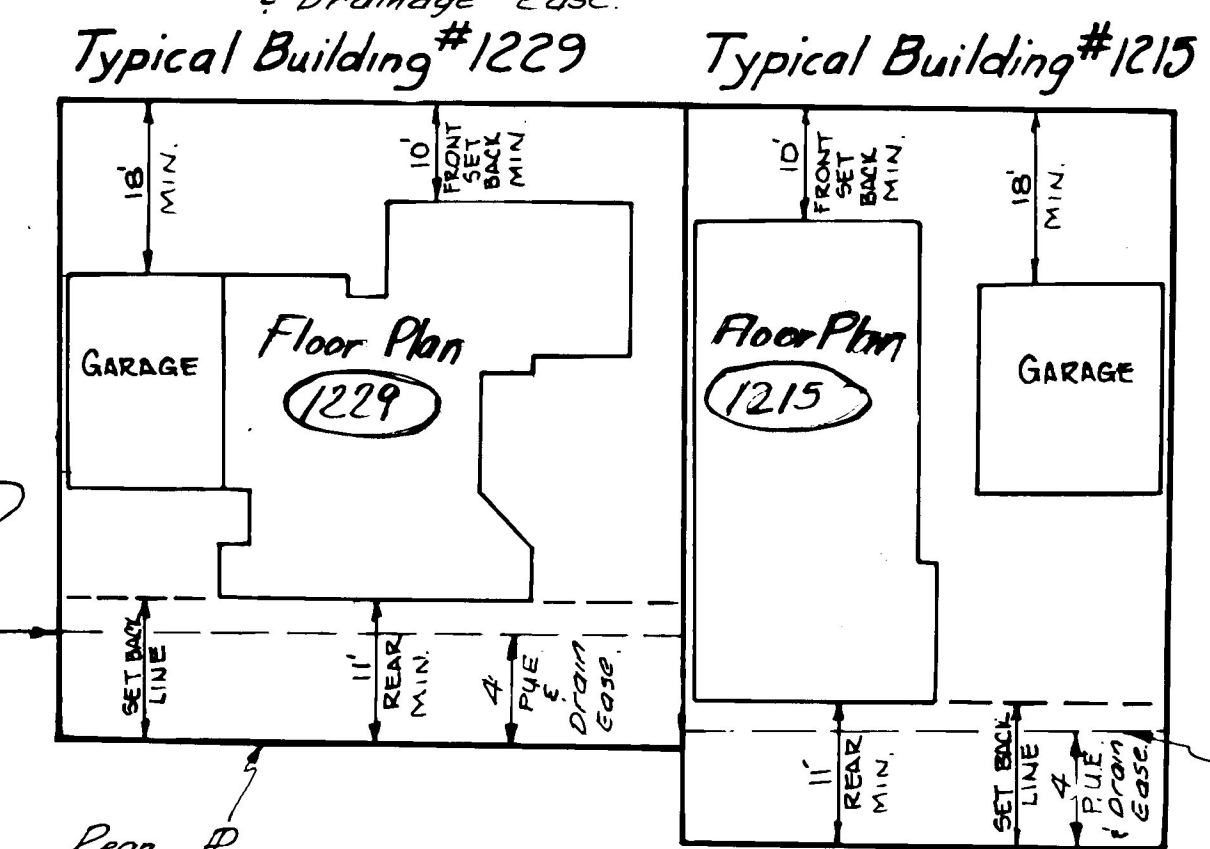
By: Don W. Strauch Mayor
 Attested: Janita Sana City Clerk

This is to certify the area platted hereon is approved and lies within the domestic water service area of the City of Mesa which is designated as having an assured water supply in accordance with ARS 45-576.

Harry Kats City Engineer
4-7-82 Date

CERTIFICATION

This is to certify that the survey and subdivision of the premises described and platted hereon were made under my direction during the month of JAN., 1982, that the plat is correct and accurate, that the monument shown hereon have been located or established as described and the lot corners permanently set.



Typical Building Types - N.T.S. - Building Setback Lines -

Note: Circled numbers in lots denote building types

WECKERLY & ASSOCIATES
 SURVEYORS-ENGINEERS
 337N. ARIZONA AVENUE
 CHANDLER, ARIZONA
 963-6421

REV. MAR. 31, 1982

JOB NO. 810410

KEATS CROSSING 241-16

241-16

When Recorded Return To:

John M. Randolph, Esq.
Mohr, Hackett, Pederson & Blakley, P.C.
3443 North Central Avenue, Suite 1010
Phoenix, Arizona 85012

PROP RSTR (P12)

DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR KEATS CROSSING

THIS DECLARATION, made as of the date hereinafter set forth by FSC/Specialty Shelter I, a joint venture (hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the sole owner of that certain real property situated in the City of Mesa, County of Maricopa, State of Arizona, which is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as the "Property"); and

WHEREAS, Declarant further desires to establish for its own benefit and for the mutual benefit of all future owners or occupants of the Property or any part thereof, certain easements and rights in, over and upon said Property and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof; and

WHEREAS, Declarant desires and intends that the lot owners, mortgagees, beneficiaries and trustees under trust deeds, occupants and all other persons hereafter acquiring any interest in the Property shall at all times enjoy the benefits of, and shall hold their interests subject to, the rights, easements, privileges and restrictions hereinafter set forth, all of which shall run with the land and be binding upon the Property and all parties having or acquiring any right, title or interest in or to the Property, or any part thereof, and shall inure to the

MAY 26 1982-3 45

I do hereby certify that the within is a self-imposed restriction on the use of the property.		FIRST AMERICAN TITLE	
Book	16050	Page	449-465
SILL HENRY, Maricopa County Recorder		Deputy	
		<i>M. Levantino</i>	

9.00

benefit of each owner thereof, and all of which are declared to be in furtherance of a plan to promote and protect the cooperative use, conduct and maintenance of the Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness thereof.

NOW, THEREFORE, Declarant, as the sole owner of the Property and for the purposes hereinafter set forth, declares as follows:

1. Definitions. As used herein, unless the context otherwise requires, the following terms shall have the following definitions:

1.1 "Architectural Committee" means a committee consisting of three (3) Owners who shall serve as the governing body for all Owners for the protection of the aesthetic value of the Property and will be as further described in paragraph 8 hereof.

1.2 "Declarant" means FSC/Specialty Shelter I, a joint venture, its successors and assigns in the ownership of the Property for the purpose of the original development and sale thereof.

Unofficial Document

1.3 "Declaration" means this instrument by which the Property is submitted to the covenants, conditions and restrictions contained herein, as from time to time amended.

1.4 "Improvement" means the buildings, carports, driveways, parking areas, fences, walls, hedges, plantings, planted trees and shrubs and all other structures or landscaping improvements of every type and kind constructed, installed or erected upon any Lot.

1.5 "Lease" means any agreement for the leasing or rental of any Lot or any portion thereof.

1.6 "Lot" means each of the 46 numbered parcels of real property designated on the Plat attached hereto as Exhibit "B", together with all improvements constructed or to be constructed thereon and appurtenances thereto. A Lot shall be deemed "improved" when a Single Family Residence

DKT 16050PG 451

has been completely constructed thereon. All other Lots shall be deemed "undeveloped Lots".

1.7 "Mortgage" means any recorded, filed or otherwise perfected instrument given in good faith and for valuable consideration which is not a fraudulent conveyance under Arizona law as security for the performance of an obligation, including without limitation a deed of trust, but shall not include any instrument creating or evidencing solely a security interest arising under the Uniform Commercial Code. "Mortgagee" means a person secured by a Mortgage, including a trustee and beneficiary under a deed of trust; and "Mortgagor" means the party executing a Mortgage. "First Mortgage" means a Mortgage which is the first and most senior of all Mortgages upon the same property.

1.8 "Occupant" means a person or persons, other than an Owner, in rightful possession of a Lot.

1.9 "Owner" means the ^{Unofficial Document} record owner, whether one or more persons or entities, of the fee simple title, whether or not subject to any Mortgage, to any Lot, including a purchaser under an agreement for sale within the meaning of A.R.S. Section 33-741, but excluding those having such interest merely as security for the performance of an obligation. In the case of Lots the fee simple title to which is vested of record in a trustee pursuant to Arizona Revised Statutes Section 33-801 et seq., the trustor shall be deemed to be the Owner thereof.

1.10 "Person" means a natural individual, corporation, partnership, trustee or other entity capable of holding title to real property.

1.11 "Plat" means the subdivision plat of the Property, which is attached hereto as Exhibit "B".

1.12 "Property" means all of the real property described on Exhibit "A" attached hereto.

DKT 16050PG 452

1.13 "Record" or "Recording" means the record or the act of recording, in the office of the County Recorder of Maricopa County, Arizona.

1.14 "Single Family" means 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 so related, together with their domestic servants, who maintain a common household in a dwelling.

1.15 "Single Family Residence" means a townhouse, patio home or zero lot line home constructed upon any of the Lots and used as a residence for a Single Family.

1.16 "Single Family Residential Use" means the occupational 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.

2. Maintenance, Repairs and Replacements. Each Owner shall at all times maintain ^{Unofficial Document} such Owner's Lot, all improvements constructed thereon, all appurtenances thereto and all landscaping planted thereon in good order and repair and in a neat, clean and orderly condition. All landscaping material installed upon any Lot shall be kept adequately weeded, watered and trimmed and all lawns shall be mowed on a weekly basis to maintain the uniform appearance of the area. The exterior portion of any improvement which is visible from any adjacent Lot shall be repainted as is periodically necessary to maintain the appearance of such improvement in harmony with surrounding improvements. In the event any Owner at any time fails to maintain such Owner's Lot, any improvements constructed thereon or appurtenances thereto and any landscaping planted thereon in accordance with the provisions hereof Declarant, so long as Declarant retains any interest in the Property and thereafter, the architectural committee, shall have the right to cause such maintenance to be performed, in which

DKT 16050PG 453

event all costs and expenses incurred by Declarant or the architectural committee together with interest thereon at the rate of twelve percent (12%) per annum from the date such costs and expenses were incurred shall be secured by a lien against the lot of such Owner which lien shall be subordinate to the lien of any First Mortgage and which shall be subject to foreclosure in the same manner as provided for a Mortgage under Arizona law.

3. Alterations, Additions or Improvements. No alterations to any exterior portion of any Single Family Residence, shall be made by any Owner, except Declarant, without the prior written approval of Declarant, so long as Declarant retains any interest in the Property and thereafter, the architectural committee. Any Owner may make non-structural alterations, additions or improvements within the interior of any Single Family Residence without the prior written approval of the Board, but such Owner shall be responsible for any damage to any portion of any adjoining Lot which may result from such alteration, addition or improvement.

4. Decorating. Each Owner, at his own expense, shall furnish and be responsible for all of the interior decorating within the Single Family Residence constructed upon his Lot, including painting, wallpapering, paneling, floor covering, draperies, window shades, curtains, lamps and other furniture and interior decorating.

5. Party Walls and Other Structures. Any wall, fence, column or other structure constructed upon the boundary line between two Lots shall be a party structure. The rights and duties of Owners with respect to any party structure shall be as follows:

(a) The Owners of contiguous Lots upon which a party structure has been constructed shall have the right to use such wall or fence equally; provided, that

such use by one Owner does not interfere with the use and enjoyment of such by the other Owner.

(b) In the event that any party structure is damaged or destroyed through the act of an Owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Owner to rebuild and repair such party structure without cost to the other adjoining Lot Owner or Owners.

(c) In the event any such party structure is destroyed or damaged (including deterioration from ordinary wear and tear and lapse of time), other than by the act of an adjoining Owner, his agents, guests or family, it shall be the obligation of both Owners whose Lots adjoin such structure to rebuild and repair such structure at their joint and equal expense.

(d) Notwithstanding anything to the contrary herein contained, ^{Unofficial Document} there shall be no impairment of the structural integrity of any party structure without the prior consent of all Owners of any interest therein, whether by way of easement or in fee.

(e) In the event of a dispute between Owners with respect to the construction, repair or rebuilding of a party structure, or with respect to the sharing of the cost thereof, such adjoining Owners shall submit the dispute to the Architectural Committee, the decision of which shall be binding.

(f) Each Owner shall permit other Owners and the Architectural Committee or their representatives, when so required, to enter his Lot for the purpose of repairing or maintaining a party structure, maintaining the exterior walls and roof of the adjacent Single Family Residence, or for the purpose of installation, alteration or repair of any mechanical or electrical systems serving the adjacent Single Family Residence

DKT 16050PG 455

and there is hereby created an easement for such purposes over each Lot; provided, that requests for entry to a Lot shall be made in advance and such entry shall be at a time reasonably convenient to the Owner of such Lot. In case of an emergency, such right of entry shall be immediate.

6. Encroachments. If any structure constructed upon any Lot shall actually encroach upon any other Lot, whether such encroachment results from the initial construction or from subsequent repair, reconstruction, settlement or shifting, there shall be deemed to be mutual easements in favor of the respective Lot Owners involved to the extent of such encroachment so long as the same shall exist provided, however, that such easement shall not result from any alteration, addition or improvement made by an Owner, except Declarant, unless the prior written approval of Declarant is first obtained, so long as Declarant retains any interest in the Property and thereafter Unofficial Document prior written approval of the architectural committee.

7. Use and Occupancy Restrictions. No Lot shall be used for anything other than a Single Family Residence and the related common purposes for which such Lot was designed, except that Declarant shall have the right to maintain sales and any other offices, model units, and signs on the Property, together with rights of ingress and egress therefrom, and to do such other acts and maintain such other facilities as are incidental to the development and sale of the Lots. Without limiting the foregoing, no Owner shall permit his Single Family Residence to be used for transient or hotel purposes or shall enter into any Lease for less than the entire Lot. Any Lease for any Single Family Residence shall be in writing, shall be for a period of not less than thirty (30) days, shall in all respects be subject to and in compliance with the provisions of the Declaration and shall expressly provide that a violation of any such

provisions shall be a default under such Lease. Each Lot shall be used as a Single Family Residence or for such other purposes as are permitted by this Declaration and for no other purposes of any kind or nature whatsoever.

No Owner shall keep or maintain any thing or shall suffer any condition to exist upon his Lot or cause any other condition on the Property which materially impairs any right of any other Owner or otherwise materially impairs or interferes with the use and enjoyment by other Owners of their Lots. No Owner shall keep or permit any animals, birds, fish or reptiles to be kept upon a Lot other than commonly accepted household pets. No such pets shall be bred or permitted to breed on any Lot and no pets which create a nuisance for other Owners and Occupants shall be permitted to remain upon any Lot or any other portion of the Property.

No motor vehicle shall create any loud or annoying noises by virtue of its ^{Unofficial Document} operation upon any Lot and no vehicle or trailer that is unsightly or detracts from the overall character of the Property shall be parked or stored upon any Lot.

No structure of a temporary character other than temporary construction facilities utilized in connection with the initial construction or the subsequent repair or restoration of any improvement shall be permitted on the Property, and no tent, shack, barn or trailer shall be permitted on the Property either temporarily or permanently. No permanent structure, other than a Single Family Residence, shall be constructed upon any Lot which is visible from any other Lot or any other adjoining property.

No barbecue or other incendiary and/or smoke producing cooking devices shall be used or operated except upon the patio or rear yard area of any Lot and in no case shall such devices be operated in such a manner as to create a nuisance for Occupants of any adjoining Lots.

Other than signs erected by Declarant in connection with the initial development and sale of the Lots, no sign of any nature whatsoever, other than a dignified name and/or address sign and temporary "For Sale" or "For Lease" signs not exceeding four (4) square feet of surface area shall be displayed or placed upon any Lot.

Except as initially installed by Declarant, no spotlights, flood lights or other high intensity lighting shall be placed or utilized upon any Lot or any structure erected thereon which in any manner will allow light to be directed or reflected upon any other Lot.

No window air conditioners or portable units of any kind shall be installed in any Single Family Residence or any other structure constructed upon any Lot.

Enclosures, shades, screens or other items affecting the exterior appearance of any patio or rear yard area shall not be permitted without the prior written consent of Declarant, so long as Declarant Unofficial Document retains any interest in the Property and thereafter, the architectural committee.

No radio, television or other antennas of any kind or nature shall be placed or maintained upon any Lot or any structure constructed thereon which is visible from any other Lot.

No clotheslines shall be installed on any Lot and no Owner shall permit any personal property to be stored on any Lot which is visible from any other Lot.

Without limiting the foregoing, each Owner shall maintain and keep his Lot at all times in a safe, sound and sanitary condition and shall repair and correct any condition or refrain from any activity which might interfere with the reasonable enjoyment by other Owners of their respective Lots. No Owner shall place or permit any personal property, garbage, debris or refuse to be placed or to accumulate in the visible areas in or adjacent to any Lot. All garbage, debris and refuse shall be kept in

suitable containers which must be stored within an area which is not visible from any other Lot.

8. Architectural Control. No building, fence, wall, antenna, tower, awning, sign or other structure of any kind or character shall be constructed, erected, placed or maintained upon any Lot, nor shall any exterior addition, change or alteration be made thereto or therein, including without limitation to any exterior wall or entryway, whether or not part of any Lot, which is visible from any other Lot and no additions to, changes in, or alterations of landscaping, grade or drainage shall be made, until plans and specifications showing the nature, kind, color, shape, height, materials, location and other physical attributes of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by Declarant, so long as Declarant retains any interest in the Property and thereafter ^{Unofficial Document} by any architectural committee consisting of three (3) Owners. Declarant shall appoint the first members of the architectural committee one of whom shall serve for a term of one (1) year, another of whom shall serve for a two (2) year term and the other of whom shall serve for a three (3) year term. Upon the expiration of the term of each member of the architectural committee, a new member shall be elected to the committee for a three (3) year term upon the written approval of at least one of the Owners (if there is more than one owner of a particular Lot) of at least fifty percent (50%) of the Lots into which the Property has been subdivided. Upon the death or resignation of any member of the architectural committee during such member's term of office a successor shall be appointed by the remaining member(s) of the committee. In the event the Declarant or the architectural committee fails to approve or disapprove such proposal at its next regular meeting occurring more than thirty (30) days after proper plans and

specifications have been received by it, such approval will not be required, and this paragraph will be deemed to have been fully complied with. The restrictions contained in this paragraph shall not apply to the Declarant in any way.

9. Exemption of Declarant from Restrictions.

Notwithstanding anything contained in this Declaration to the contrary, none of the restrictions contained in this Declaration shall be construed or deemed to limit or prohibit any act of Declarant, its employees, agents, and subcontractors, or parties designated by it in connection with the construction, completion, sale or leasing of the Lots.

10. Public Dedication. Nothing contained in this Declaration shall be deemed to constitute a dedication for public use or to create any rights in the general public. Nothing contained in this Declaration shall be construed as creating an obligation on the part of the City of Mesa or any other governmental authority Unofficial Document having jurisdiction over the Property to maintain, repair or replace any portion of the Property or the appurtenances thereto.

11. Remedies. In the event that any Owner shall fail to comply with the provisions of the Declaration any other Owner shall have each and all of the rights and remedies provided for in the Declaration or which may be available at law or in equity and may prosecute any action or other proceedings against such Owner for enforcement of such provisions or damages, or injunctive relief, or specific performance, or judgment for the payment of money and collection thereof, or any combination of such remedies or any other and further relief which may be available at law or in equity, all without notice and without regard to the value of such Lot or the solvency of such Owner.

Notwithstanding any provision of this Declaration to the contrary, any breach of any of the covenants, conditions, restrictions, reservations and servitudes

provided for in this Declaration shall not defeat or adversely affect the lien and/or rights of any Mortgagee except as herein expressly provided, each and all of such covenants, conditions, restrictions, reservations and servitudes shall be binding upon and effective against any lessee under any Lease or against any Owner of any Lot whose title thereto is acquired by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

12. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless sooner revoked in the manner provided herein. This Declaration may be amended or revoked by a recorded instrument signed by all of the Owners of not less than seventy five percent (75%) of the Lots.

13. Notices. Notices ^{Unofficial Document} provided for in the Declaration shall be in writing and shall be mailed postage prepaid to an Owner addressed to the street address of such Owner's Lot. Notices shall be deemed delivered five (5) days after being deposited properly addressed in the United States mail, postage prepaid, by registered or certified mail or when delivered in person.

14. Severability. If any provision of the Declaration or any section, clause, sentence, phrase or word, or the application thereof in any circumstances, is held invalid by a court of competent jurisdiction, the validity of the remainder of the Declaration and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby, and the remainder of the Declaration shall remain in full force and effect as if such invalid part were never included therein, and such invalid part shall be promptly amended as

herein provided or reformed by such court so as to implement the intent thereof to the maximum extent permitted by law.

15. Perpetuities and Restraints on Alienation. If any of the easements, privileges, covenants, interests or rights created by the Declaration would otherwise be unlawful, void or voidable for violation of the rule against perpetuities, then such provision shall continue until twenty-one (21) years after the death of the survivor of the now living descendants of the President of the United States, Ronald W. Reagan, or the Governor of Arizona, Bruce E. Babbitt.

16. Rights and Obligations. Each grantee of Declarant, by the acceptance of a deed of conveyance, each purchaser under any agreement of sale within the meaning of A.R.S. Section 33-741, by execution of such agreement for sale and each Mortgagee by the acceptance of any instrument conveying any interest in the Property as security for the performance of an obligation, accepts the same subject to all restrictions, conditions, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by the Declaration. All rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed, shall be deemed and taken to be covenants running with the land and equitable servitudes and shall be binding upon and shall inure to the benefit of any grantee, purchaser or any person having at any time any interest or estate in the Property in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance, purchase contract or other instrument of transfer, and each such grantee shall be entitled to bring, and shall be subject to, an action for the recovery of damages, or for injunctive relief, or both, resulting from any breach of any such provisions.

17. Waiver. Any right or remedy provided for in the Declaration shall not be deemed to have been waived by any act or omission, including without limitation any acceptance of payment or partial performance or any forbearance, except by an instrument in writing specifying such right or remedy and executed by the person against whom enforcement of such waiver is sought.

18. Dobson Ranch Homeowner's Association. The covenants, conditions and restrictions created hereby are intended to be and are in all respects subordinate and subject to the covenants, conditions and restrictions created by virtue of that certain Declaration of Conditions and Restrictions recorded October 23, 1973 in Docket 10365 at pages 923 to 943 of the records of the County Recorder of Maricopa County, Arizona as amended by mesne instruments of record. By acceptance of a deed to a Lot, each Owner shall become a member of Dobson Association, Inc., an Arizona corporation, and agrees to be bound by all of the covenants, conditions and restrictions contained in said Declaration of Conditions and Restrictions and to pay any and all assessments levied against his Lot by Dobson Association, Inc., in accordance with the provisions of said Declaration.

IN WITNESS WHEREOF, Specialty Shelter, Inc., a California corporation, has executed this instrument as of this 5th day of May, 1982.

SPECIALTY SHELTER, INC., a California corporation

By Gordon R. Zuckerman
Its President

STATE OF CALIFORNIA
COUNTY OF Contra Costa

On this 5th day of May in the year one thousand nine hundred and Eighty Two, before me, Margaret A. Miller, a Notary Public, State of California, duly commissioned and sworn, personally appeared Gordon R. Zuckerman

known to me to be the President of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same document

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the State of California County of Contra Costa the day and year in this certificate first above written.

Margaret Miller
Notary Public, State of California
My commission expires April 26, 1985




This document is only a general form which may be proper for use in simple transactions and in many acts, or is intended to act as a substitute for the advice of an attorney. The publisher does not make any warranty, either express or implied, as to the legal validity of any provision or the suitability of these forms in any specific transaction.

DKT 16050 PG 463

STATE OF ARIZONA)
) ss.
 County of Maricopa)

The foregoing instrument was acknowledged before me this 19th day of May, 1982, by Ernest F. Modzelewski, the President of First Service Corporation, a Arizona Corporation, on behalf of such corporation.



 Notary Public

My Commission Expires:

8-17-85

IN WITNESS WHEREOF, First Service Corporation, an Arizona corporation, has executed this instrument as of this 19th day of May, 1982.

FIRST SERVICE CORPORATION,
 an Arizona corporation

BY: 

 Its President

Unofficial Document

DKT 16050PG 464

LEGAL DESCRIPTION

Lots 1 through 46 inclusive, of KEATS CORSSING, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 241, Page 16 of Maps.

Unofficial Document

EXHIBIT "A"

KEATS CROSSING

A RESUBDIVISION OF A PART OF TRACT 7, OF BOESON
RANCH UNIT 3, BOON 181 OF PHASE PAGE 451, M.C.N.
MARICOPA COUNTY, ARIZONA
LOCATED IN THE AREA OF SECTION 15, T. 21 N., R. 16 E., S. 14 N.,
MARICOPA COUNTY, ARIZONA

7-8-82
241-16

UNOFFICIAL DOCUMENT

DEDICATION

APPROVAL

ACKNOWLEDGEMENT

CERTIFICATION

WICKENBY & ASSOCIATES
SURVEYORS & ENGINEERS
12701 N. 19TH AVENUE
SCOTTSDALE, ARIZONA 85258

KEATS CROSSING

EXHIBIT "B"