

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That Transamerica Title Insurance Company of Arizona, an Arizona corporation, as Trustee, being the owner of the following described property, to-wit:

Lots 1 to 24, inclusive, and Tracts A through L, inclusive, Woodland Park, as recorded in Book 116 of Maps, page 9, records of Maricopa County, Arizona,

situate within the County of Maricopa, State of Arizona, and desiring to establish the nature of the use and enjoyment thereof, does hereby declare said property 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 land and title to said premises and with each and every part and parcel thereof; that said above-described property, on the 14th day of November, 1967, was approved by the Subdivision Committee of the City of Phoenix for use as a Planned-Area Development, in accordance with City of Phoenix Ordinance No. S4200. Pursuant to said approval by said Subdivision Committee of the City of Phoenix, said property has been divided into twenty-four (24) separate parcels, numbered 1 through 24, and twelve tracts designated Tracts A, B, C, D, E, F, G, H, I, J, K, and L, all as shown on the Plat as recorded in Book of Maps 116, Page 9.

A. Parcels 1 through 24 inclusive, as designated on said Plat, shall be subject to the following express covenants, restrictions and regulations:

(1) All of said Parcels shall be known and described as residential parcels and shall be used for residential use only, and construction thereon is restricted to single-family dwellings.

(2) Tract F shall be used for a playground area for the benefit of the owners of the Parcels in Woodland Park Planned-Area Development.

(3) Tract I shall be used for a parking area for trucks, trailers, campers, or boats for the benefit of the owners of the Parcels in Woodland Park Planned-Area Development, subject to regulations imposed by Woodland Park Improvement Association.

(4) No buildings or structures shall be moved from other locations onto said Parcels.

(5) No animals, livestock or poultry shall be kept on the premises other than household pets, and no signs of a commercial nature (except for one "For Rent" or "For Sale" sign per parcel) shall be allowed, and no billboard, store, office, or other place of business of any kind, and no institution or other place for the care or treatment of the sick or disabled, physically or mentally, shall be placed or permitted to remain on any of said parcels, nor shall any theatre, bar, restaurant, saloon or other place of entertainment ever be erected or permitted upon the premises or any part thereof, and no business of any kind or character whatsoever shall be conducted in or from any residence, nor shall any unsightly object or nuisance be erected, placed or maintained on any of said parcels, nor shall any use or thing be permitted which may endanger the health or unreasonably disturb the holder of any parcel in the Planned-Area Development. No trucks, trailers, campers or boats shall be parked on the street or in the front yards, but shall be parked only in garages or Tracts.

(6) Each Parcel shall be maintained free of rubbish, trash or garbage, and the same shall be removed from the premises and not allowed to accumulate thereon, and garbage cans, incinerators, clotheslines and areas for the storage of equipment or woodpiles shall be kept screened by an adequate planting or fencing so as to conceal the same from adjacent parcels and streets.

(7) The front walls of any dwelling unit or garage shall not be less than eight (8) feet from the front Parcel line.

(8) No parcel shall have a wall or fence in the front yard which exceeds six (6) feet in height unless approved by the Board of Directors.

(9) None of said parcels shall be used for residential purposes prior to installation thereon of water flush toilets, and all bathrooms, toilets or sanitary conveniences shall be inside the building permitted hereunder and connected to the City sewer system.

(10) None of said parcels shall be resubdivided into smaller parcels or conveyed or encumbered in less than the full original dimension of such parcel as shown on Recorded Plat, except for the purpose of making dedications or granting easements for roads, alley and public utilities, provided that this restriction shall not prevent the conveyance or encumbrance of adjoining or contiguous parcels or parts of parcels in such a manner as to create parcels of land in a common ownership having the same or greater street frontage than each parcel as shown on Recorded Plat. Thereafter, adjoining or contiguous parcels and parts thereof in such common ownership shall, for purposes of these restrictions, be considered as one parcel, provided, however, if any party owns more than one parcel, as

outlined on Recorded Plat, his share of expenses as set forth in Paragraph D shall be in the ratio of one share for each Parcel owned. Nothing herein contained shall prevent the granting of easements or dedication or conveyance of portions of Parcels for roads, alleys or public utilities, in which event, the remaining portion of any such Parcel shall for the purpose of this provision be treated as a whole Parcel.

(11) No building, fence, wall, antenna, broadcasting tower or other structure shall be commenced, erected or maintained until the plans and specifications showing the nature, kind, shape, color, height, material, floor plans, location and approximate cost of such structure shall have been submitted to and approved in writing within 30 days by the Board of Directors of Woodland Park Improvement Association, Inc., an Arizona corporation, and a copy thereof is finally approved and lodged permanently with said Board. Approval of plans and specifications shall not be unreasonably withheld, and rejection of any plans or specifications must be based on reasonable judgment as to the effect that said changes and alterations will have on the Planned-Area Development as a whole. The Board shall have the right to refuse to approve any such plans or specifications or grading plan which are not suitable or desirable, in its opinion, for aesthetic or any other reasons, and, in so passing upon such plans, specifications and grading plans, it shall have the right to take into consideration the suitability of the proposed building or other structure and of the material of which it is to be built, to the site upon which it is proposed to erect same, the harmony thereof with the surroundings, and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property. All subsequent additions to or changes or alterations, including but not limited to painting of exterior surfaces of any building, fence, wall or other structure, shall be subject to the prior approval of the Board.

(12) Each Parcel owner shall be subject to the following limitations and restrictions with respect to party walls constructed within the Planned-Area Development, as follows:

(a) Every wall which is built as a part of the original construction within the Planned-Area Development of Woodland Park and placed on the dividing line between separate Parcels in the Planned-Area Development, and every wall which is built as a part of the original construction within the Planned-Area Development of Woodland Park which supports any part of the improvement on the adjoining lot or Parcel shall constitute and be considered a party wall, wherever the words "party wall" are used in this agreement, and as to such wall, each of the owners immediately adjacent shall assume the obligations

and be entitled to the rights and privileges of these restrictive covenants, and to the rights, duties and obligations set forth in the Articles of Incorporation of the Woodland Park Improvement Association, Inc., and the By-Laws of said corporation and to the extent not inconsistent herewith, the general rules of the laws regarding party walls.

(b) Each Parcel and the Tracts shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed or constructed by the original builder. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event any structure is partially or totally destroyed, and then re-built, the owners of Parcels agree that minor encroachments of parts of the adjacent structures or common elements due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

(c) If any party wall is damaged or destroyed through the act or acts of any adjoining owner, or his agents, servants, guests or members of his family, whether such act is willful, negligent or accidental, such owner shall forthwith proceed to rebuild or repair same to as good a condition as formerly, without cost to the other adjoining owner. The failure to forthwith institute rebuilding or repairing of such party wall shall be sufficient reason for the Board of Directors of Woodland Park Improvement Association, Inc. to rebuild or repair said party wall and charge the Parcels of both adjoining owners, as provided in the Articles of Incorporation and the By-Laws of Woodland Park Improvement Association, Inc. and this Declaration.

(d) Any party wall damaged or destroyed by some act or event other than that produced by one of the adjacent owners, his agents, servants, guests or family, shall be rebuilt or repaired by both adjoining owners to the same good condition as formerly, at their joint and equal expense and as promptly as reasonably possible. Failure of adjoining owners to make such rebuilding or repairs as are reasonably necessary shall be sufficient reason for the Board of Directors of Woodland Park Improvement Association, Inc. to rebuild or repair said party wall and charge the Parcels of both adjoining owners, as provided in the Articles of Incorporation and the By-Laws of Woodland Park Improvement Association, Inc. and this Declaration.

(e) Any owner of a Parcel who proposes to modify, rebuild, repair or make additions to his own residence, or to any structure upon his Parcel, in any way or manner which requires the extension, or the alteration or modification of any party wall, shall first obtain the written consent of the adjacent owner, in addition to meet the requirements of these restrictive covenants, of the building code or similar ordinances of any governmental body affected, and the requirements of the Articles of Incorporation and By-Laws of Woodland Park Improvement Association, Inc.

(f) In the event of a disagreement between owners of adjoining parcels with respect to the repair, reconstruction or maintenance of a party wall or with respect to sharing the cost of repairing, rebuilding or maintaining the same, then upon the written request of either of said owners to the Board of Directors of Woodland Park Improvement Association, Inc., the matter shall be submitted to said Board for arbitration under such rules as may be from time to time adopted by the Board. If no such rules are adopted for such purposes or the Board refuses to act, then the matter shall be submitted to three arbitrators, one chosen by each of the two parties in disagreement, and the third appointed by the two so chosen. If, within five days, the two cannot agree upon a third arbitrator, then the third arbitrator shall be any judge of the Maricopa County Superior Court. A determination of the matter signed by any two of the three arbitrators shall be binding upon all persons.

(g) No private agreement of any adjoining property owners shall modify or abrogate any of these restrictive covenants or the obligations, rights, duties and limitations set forth upon the individual parcel owners by reason of the Articles of Incorporation of Woodland Park Improvement Association, Inc. or the By-Laws thereof.

(h) The covenants and agreements herein contained shall be binding upon the heirs, administrators, successors and assigns of the owners, but no person shall be liable for any act or omission respecting the covenants herein contained except such as took place while such person was an owner.

(13) Woodland Park Improvement Association, Inc., a non-profit corporation, organized under and by virtue of the laws of the State of Arizona governing non-profit corporations, shall acquire and hold title to Tract A, B, C, D, E, F, G, H, I, J, K, and L, together with the improvements thereon, and shall have the right to hold title to any other property or rights in property it may acquire, including but not limited to any parcel in the Planned-Area Development. The property acquired by said corporation shall be set aside and maintained for the use, enjoyment or convenience of the owners of the parcels in the Planned-Area Development, but nothing contained herein shall be deemed to restrict the sale or other disposition of any parcel in the Planned-Area Development by Woodland Park Improvement Association, Inc.

(14) Ownership of parcels in Woodland Park shall be evidenced by a deed to said parcels. Woodland Park Improvement Association, Inc. shall take and provide such appropriate action as it deems necessary in accordance with this Declaration, its Articles of Incorporation and By-Laws for the proper maintenance and upkeep of Tracts A, B, C, D, E, F, G, H, I, J, K, and L and other commonly held areas, if any, in the Woodland Park Planned-Area Development.

Ownership of a Parcel in Woodland Park entitles said owner to a share of stock in the corporation subject to this Declaration and the Articles and By-Laws of said corporation. Until such time as twenty-four (24) Parcels in Woodland Park have been conveyed by Transamerica Title Insurance Company of Arizona, as Trustee, to the purchasers thereof, all rights and authority herein granted to Woodland Park Improvement Association, Inc. shall remain in Allied Construction Co., Inc., an Arizona corporation (unless said Corporation has, prior to the time twenty-four (24) Parcels in Woodland Park have been so conveyed, elected to relinquish and/or delegate all or part of such rights and authority to Woodland Park Improvement Association, Inc., which it shall have the right to do by written notice delivered to the Board of Directors of said corporation), and thereafter all such rights and authority together with the duties hereunder (or the portion so delegated, if prior to the twenty-four (24) Parcels have been so conveyed) wherever applicable shall be held and assumed by Woodland Park Improvement Association, Inc., its officers and Board of Directors.

(a) Allied Construction Co., Inc. reserves to itself until such time as it shall have conveyed, relinquished, or delegated its authority to Woodland Park Improvement Association, Inc., the right to grant, sell, convey, or dedicate necessary easements across Tract A for the purpose of ingress and egress to any Parcel.

(15) Woodland Park Improvement Association, Inc., subject to the limitations contained herein and its Articles of Incorporation and By-Laws shall do those things it deems necessary for the general benefit and welfare of the property owners in the Woodland Park Planned-Area Development, and shall manage and maintain the private roads, walks, playgrounds, recreation areas, including swimming pool and all other commonly held facilities and property in said Planned-Area Development. In addition, the Woodland Park Improvement Association shall maintain the landscaping and care of the front yards only, including the replacement of shrubs and plants and the necessary watering, cutting, and trimming. The Woodland Park Improvement Association shall also be responsible for the painting and decorating of all exterior exposures of all dwellings. The owner of each Parcel shall be responsible for the maintenance and care of his atrium and back yard. The Woodland Park Improvement Association shall do all other necessary things as set forth in the Articles of Incorporation and By-Laws of Woodland Park Improvement Association, Inc. and as more particularly set forth in this Declaration.

(A) Tract A of the Woodland Park Planned-Area Development, comprising the private roads of said Planned-Area Development, shall be owned, managed, operated and maintained by Woodland Park Improvement Association, Inc. until such future time as Tract A may be dedicated to a governmental body or authority by Woodland Park Improvement Association, Inc., at which time said governmental authority shall assume the maintenance thereof.

Tract A in the Woodland Park Planned-Area Development shall be and is hereby declared to be subject to an easement which said easement shall be appurtenant to all the Parcels within said Planned-Area Development, and which said easement shall be and is hereby established for the benefit of the owners of the Parcels in said Development, and shall be used for purposes of ingress and egress to and from said Parcels. The Board of Directors of Woodland Park Improvement Association, Inc. shall have the right to promulgate additional rules and regulations with respect to the use of said Tract A.

(B) Tract F of the Woodland Park Planned-Area Development shall be owned, managed, operated and maintained only for park and recreational purposes for the use and benefit of all the shareholders in Woodland Park Improvement Association, Inc., an Arizona corporation, and for such other purposes as determined from time to time by the Board of Directors of said corporation, but said Tract F shall at no time be used as a club for recreational purposes or otherwise by persons who do not reside on the premises of the Planned-Area Development, provided, however, nothing contained herein shall be construed to limit guest privileges subject to the Articles of Incorporation and By-Laws of Woodland Park Improvement Association, Inc. together with the rules and regulations promulgated by the Board of Directors of said corporation. No part of said area or tract may be divided, subdivided, or split into smaller parcels. The Board of Directors of Woodland Park Improvement Association, Inc. shall have the exclusive right and power to establish and impose rules and regulations governing the use, maintenance, and development of said Tract F as shown on the plat of record of said Planned-Area Development, and any person using said parcels or areas shall abide by such rules and regulations.

Tract P in the Woodland Park Planned-Area Development shall be and is hereby declared to be subject to an easement, which said easement shall be appurtenant to all of the Parcels within said Planned-Area Development and which said easement shall be and is hereby established for the benefit of the owners of the Parcels in said Development and shall be used for the purposes hereinbefore set forth in paragraph (15)(B).

(C) Owners of each Parcel within said Planned-Area Development shall be entitled to one (1) share of capital stock. In the event a Parcel is owned or is being purchased under contract by Two (2) or more persons, a single share of stock shall be in the name of all said owners or contract purchasers, and they shall designate to the corporation in writing one of their number who shall have the power to vote said share of stock at any annual or special meeting of the members of the corporation. The rights, obligations and restrictions with respect to said stock and the holders thereof, including but

not limited to, the assignment, transfer, sale, pledge, or other disposition of said stock shall be governed by, in accordance with and subject to this Declaration of Restrictions, the Articles of Incorporation of Woodland Park Improvement Association, Inc. and the By-Laws of said Corporation.

(1) Woodland Park Improvement Association, Inc. shall develop, maintain, operate and otherwise manage Tract A, B, C, D, E, F, G, H, I, J, K, and L as shown on the plat of said Planned-Area Development, together with any other land held by it, and the improvement thereon, and shall pay all real estate taxes which may be assessed against and levied upon said tracts and any improvements located or constructed thereon, and all premiums for hazard and public liability, fire, windstorm, glass breakage and water damage insurance, together with other costs and expenses relating to the management and maintenance thereof.

(2) Insurance on dwellings located on Parcels shall have an adequate amount of fire, windstorm, glass breakage, and water damage and shall be determined by the Board of Directors of Woodland Park Improvement Association. When a dwelling is mortgaged, the mortgagee shall have the right to impound one-twelfth of each Parcel proportionate share of insurance. All cash buyers will be required to maintain an adequate fire insurance impound account with the Woodland Park Improvement Association. The insurance company shall be determined by the Board of Directors, and shall have a AAAAA rating as listed in Bests Insurance Manual.

(3) The owner or owners of record of each Parcel in said Plan Area Development shall pay to Woodland Park Improvement Association, Inc. within ten (10) days of receipt of invoice, a sum equal to the aggregate of the following:

(a) Owner's prorata share of the actual cost to Woodland Park Improvement Association, Inc. of all improvements, repairs, maintenance, insurance, taxes and management and related expenses required hereon;

(b) Owner's prorata share of such sum as the Board of Directors of Woodland Park Improvement Association, Inc. shall determine to be fair and prudent for construction of improvement and the establishment and maintenance, replacement, management and the payment of taxes and insurance, as required herein;

(c) Each owner's prorata share shall be determined by the Board of Directors of Woodland Park Improvement Association, Inc. and shall be in the ratio or proportion of one share for each Parcel owned;

(d) Invoices shall be submitted monthly or at such other regular intervals as may be fixed by the Board of Directors of Woodland Park Improvement Association, Inc.

(4) In the event any invoice as provided for in paragraph d is not paid within thirty (30) days from the date the same is deposited in the United States mail addressed to the owner or owners of a Parcel, the amount of such invoice shall be and become a lien upon said Parcel, upon Woodland Park Improvement Association, Inc. causing to be filed in the office of the County Recorder of Maricopa County an affidavit of nonpayment of such invoice in the form of a materialmen's lien and posting a copy of same upon said Parcel. Said lien shall be foreclosed within six (6) months from the date of filing the affidavit of non-payment as hereinabove provided, in the manner provided by Arizona law for foreclosure of materialmen's liens, if any Parcel subject to the lien hereof shall become subject to the lien of a mortgage, (i) the foreclosure of the lien herein provided shall not operate to affect or impair the lien of the mortgage, and (ii) the foreclosure of the lien of the mortgage or acceptance of a deed in lieu of foreclosure by the mortgagee shall not operate to affect or impair the lien herein provided, except that the lien herein for said charges as shall have accrued up to the foreclosure, or the acceptance of the deed in lieu of foreclosure, shall be subordinate to the lien of the mortgage, with the foreclosure purchaser, or the grantee taking a deed in lieu of foreclosure, taking title free of the lien hereof for all of said charges that have accrued up to the time of the foreclosure or deed in lieu of foreclosure but subject to the lien hereof for all said charges that shall accrue subsequent to the foreclosure or deed given in lieu of foreclosure. The remedy hereinbefore set forth shall not be deemed to be exclusive, but shall be in addition to any and all other remedies at law or in equity that said corporation, Woodland Park Improvement Association, Inc. might have.

(5) In the event the owner of any Parcel shall fail to maintain the premises and the exterior of the improvements situated thereon for which he is responsible, in a manner satisfactory to the Board of Directors of Woodland Park Improvement Association, Inc., said corporation, through its agents and employees, shall have the right to enter upon such premises and to repair, maintain, rehabilitate and restore the exterior of any improvements situated thereon, and the cost thereof shall be charged against said owner of said Parcel by invoice in the manner set forth in Paragraph D hereof and made a lien on said Parcel and foreclosed as therein set forth, provided, however, that said Woodland Park Improvement Association, Inc. first gives written notice to the owner of said Parcels of its intention to make such repairs or of its intention to perform such maintenance or rehabilitation work and affording the owner of said Parcel thirty (30) days' time in which to make said necessary repairs or maintenance work. If, at the end of said thirty-day period, the work to be performed has not been done by the owner, then Woodland Park Improvement Association, Inc. shall have the right, as set forth herein, to make

Such maintenance, repairs, or rehabilitation work. Nothing herein contained shall be construed to grant to Woodland Park Improvement Association, Inc. any right to enter into or inside of any building or buildings located on any Parcel without the consent of the owner thereof.

(6) No share of stock in Woodland Park Improvement Association Inc. held by the owner of a Parcel in said Planned-Area Development shall be transferred, pledged or alienated in any way except (1) u the sale of said Parcel and then only to the purchaser of said Parcel pursuant to this Declaration and the Articles of Incorporat and By-Laws of Woodland Park Improvement Association, Inc., or (2) upon such other conditions as set forth in Articles of Incorporati and the By-Laws of Woodland Park Improvement Association, Inc. An attempt to make a prohibited transfer shall be void and will not b reflected upon the books of the corporation.

(D) The owner or owners of said Parcels shall give the Board Directors of Woodland Park Improvement Association, Inc. notice in writing of any intended sale, transfer, conveyance, lease or sub-lease, together with application on a form prescribed by the Board completed by the proposed transferee or lessee. The Board of Directors shall have fifteen (15) days after receipt of such appli tion and notice to purchase, lease or sub-lease said Parcel, as th case may be, upon the same terms as those upon which the owner of Parcel proposes to sell, lease, sub-lease, or convey. The Board c Directors of Woodland Park Improvement Association, Inc. may at it option assign and/or convey any Parcel and/or rights in any Parcel property in Woodland Park Planned-Area Development acquired by it without further or other authorization. In the event that Woodlar Park Improvement Association, Inc. shall fail to exercise the opti to acquire said parcel within said fifteen (15) day period, the pr posed transfer shall be valid only upon compliance with the follow

There shall be filed in the Office of the County Recorder of Maricopa County, Arizona, and incorporated in the instrument of a transfer, or conveyance by reference the following:

(1) An affidavit of the owner that notice has been given to Woodland Park Improvement Association, Inc. or its successor in accordance with the provisions of this paragraph, and that Woodlar Park Improvement Association, Inc. or its successor has failed to exercise its option within fifteen (15) days from the receipt of such notice.

(E) The covenants, restrictions, reservations and conditions contained herein shall run with the land and shall be binding upon all persons purchasing or occupying any Sub-Lot in said Woodland f Development after the date on which this instrument has been recor In the event of any violation or attempted violation of these cove restrictions, reservations and conditions, they may be enforced as

an action may be brought by Woodland Park Improvement Association, Inc. and/or by the owner or owners of any Parcel in the Planned-Area Development, at law or in equity, to recover damages, obtain an injunction, or have granted any other right or remedy, provided, however, that any breach of said covenants, restrictions, reservations and conditions or any right of re-entry by reason thereof, shall not defeat or affect the lien of any mortgage or deed of trust made in good faith and for value upon said land, but 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 of said covenants, restrictions, reservations and conditions may be enjoined, abated or remedied by appropriate proceedings, notwithstanding the lien or existence of any such deed of trust or mortgage. All instruments of conveyance of any interest in all or any part of said Planned-Area Development shall contain reference to this instrument and shall be subject to the covenants, restrictions, reservations and conditions herein as fully as though the terms and conditions of this instrument were therein set forth in full, provided, however, that the terms and conditions of this instrument shall be binding upon all persons affected by its terms, whether express reference is made to this instrument or not.

(F) Anything to the contrary notwithstanding contained herein, if any provision in this Declaration is in conflict with any laws, ordinances, or regulations of the City of Phoenix or any other governmental authority, said laws, ordinances or regulations of said governmental authority shall prevail and be deemed controlling.

(G) Notwithstanding any provision of this Declaration to the contrary, the provisions of Paragraph D shall not apply to or be enforced by any person with respect to (a) a sale, transfer or conveyance of any Parcel in said Planned-Area Development to any person or party pursuant to a judgment or foreclosure of mortgage by an institutional lender, or a deed in lieu of foreclosure to said institutional lender, upon such Parcel, or (b) a sale, transfer or conveyance of any Parcel in said Planned-Area Development to any person or party by an institutional lender which has acquired title through or by virtue of foreclosure by it of a mortgage of record upon such Parcel or a deed in lieu of foreclosure, or (c) a sale, transfer or conveyance of any Parcel in said Planned-Area Development to any person or party by Woodland Park Improvement Association, Inc. an Arizona corporation, or by Woodland Park Development Co., a limited partnership, or by Transamerica Title Insurance Company of Arizona, as Trustee under Trust No. 5283 or (d) a sale, transfer or conveyance of any Parcel in said Planned-Area Development to Woodland Park Development Co., a limited partnership, or to Woodland Park Improvement Association, Inc., an Arizona corporation, or to Transamerica Title Insurance Company of Arizona as Trustee under Trust No. 5283.

(H) Wherever the words "owner" or "owners" or "owners of record" are used herein, such words shall include a purchaser or purchaser under an agreement for sale, or contract to purchase, and a beneficiary or beneficiaries of any trust owning or purchasing a Parcel within said Planned-Area Development.

(I) Wherever the words "stockholder" or "member" are used here with reference to ownership or membership in Woodland Park Improve Association, Inc. such words may be used interchangeably.

(J) Invalidation of any one of these covenants, restrictions, reservations or conditions by judgment or court order shall in no way affect the validity of any of the other provisions, and the same shall remain in full force and effect.

(K) These covenants, restrictions, reservations and conditions shall remain in full force and effect for a period of ten (10) years from the date hereof. Thereafter, they shall be deemed to have been renewed for successive terms of five (5) years, unless revoked or amended by an instrument in writing, executed and acknowledged by the owners of not less than a majority of the Parcels in said Planned Area Development, which said instrument shall be recorded in the office of the Recorder of Maricopa County, Arizona, within ninety (90) days prior to the expiration of the initial effective period hereof or any five-year extension.

The foregoing is a copy of the restrictions, conditions and covenants in instrument recorded in Docket 7045, page 311, recorded in Maricopa County, Arizona.

WOODLAND PARK

A DIVISION OF PART OF THE 31/2 N1/2 SE1/4 NE1/4, SECTION 23T2N, R3E, Q2S R2E, MARICOPA COUNTY, ARIZONA

116-9

A PLANNED AREA DEVELOPMENT

SHARONDALE PLAT TWO
BOOK 41 PAGE 18 M.C.R.

SHARONDALE
BOOK 41 PAGE 20 M.C.R.

3/4" STREET

COOLIDGE STREET

1/4" IN
COR. THIS SURVEY & COR.
SHARONDALE & SHARONDALE
ESTATES & NEIGH. SHARONDALE
NE 1/4 SECTION 23.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT TRANSAMERICA TITLE INSURANCE COMPANY, AN ARIZONA CORPORATION, AS TRUSTEE, HAS DIVIDED THE NAME OF WOODLAND PARK, PART OF THE 3 1/2 N 1/2 SE 1/4 NE 1/4, SECTION 23, T2N, R3E, Q2S, MARICOPA COUNTY, ARIZONA, AND HEREBY DEDICATES THIS AREA AS AN OPEN SPACE AND RECREATION AREA, AND THAT EACH STREET PARCEL AND TRACT SHALL BE KNOWN BY THE NUMBER OF LETTERS EACH INDICATED BY EACH MAP AND HEREBY DEDICATES TO THE PUBLIC USE AND FOR THE BENEFIT OF THE SAID SHARONDALE PLAT TWO INDICATED IN SAID DESCRIBED PRECEDER EASEMENTS ARE HEREBY DEDICATED THAT PORTION OF THE ABOVE DESCRIBED TRACT IDENTIFIED AS TRACT "A" THROUGH "Z" INCLUDES PARCELS FOR DRIVING, RECREATION AND OTHER RELATED ACTIVITIES. THE DEDICATED TRACTS "A" THROUGH "Z" INCLUDES ARE NOT HEREBY DEDICATED FOR USE BY THE GENERAL PUBLIC, BUT ARE DEDICATED TO THE COMMON USE AND ENJOYMENT OF THE HOMEOWNERS IN THIS AREA AND AS MORE FULLY PROVIDED IN THE DECLARATION OF CONVEYANCE, CONDITIONS AND RESTRICTIONS APPLICABLE TO THIS AREA AND HEREBY RECEIVED CONCURRENTLY WITH THIS MAP.

TRACT "V" IS HEREBY RESERVED FOR THE PUBLIC USE AS AN ALLEYWAY SUBJECT TO THE EASEMENT TO THE SOUTH IS DEDICATED FOR ALLEY PURPOSES.

IN WITNESS WHEREOF:
TRANSAMERICA TITLE INSURANCE COMPANY, AS TRUSTEE, HAS HEREBY CAUSED THESE PRESENTS TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED.
TRANSAMERICA TITLE INSURANCE COMPANY, AS TRUSTEE
By William J. O'Connell
TRUST OFFICER



ACKNOWLEDGEMENT

ON THIS 11th DAY OF JULY, 1978, BEFORE ME, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED William J. O'Connell, WHO ACKNOWLEDGED HIMSELF TO BE THE TRUST OFFICER OF TRANSAMERICA TITLE INSURANCE COMPANY, AN ARIZONA CORPORATION, AND ACKNOWLEDGED TO DO EXECUTE THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED, BY SIGNING THE NAME OF THE CORPORATION AS TRUSTEE, BY HISSELF AS A TRUST OFFICER.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND OFFICIAL SEAL
John J. Keenan 7/11/78
NOTARY PUBLIC

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND DIFFERENCES OF THE PRECISELY DESCRIBED AND PLATTED HEREON WERE MADE UNDER MY DIRECTION DURING THE MONTH OF DECEMBER 1977.
N. J. O'Connell
REGISTERED CIVIL ENGINEER

APPROVALS

APPROVED BY THE COUNCIL OF THE CITY OF AVELAND, ARIZONA, THIS 13th DAY OF JANUARY, 1978.
By John J. Keenan ATTEST
SECRETARY
APPROVED BY William J. O'Connell ATTEST
THE CIVIL ENGINEER

CAMPBELL MANOR
BOOK TWO
PAGE TWO
M.C.R.

UNSUBDIVIDED

NOTES:
Aerial Collection will not be permitted from other side of street or Coolidge Street.
Parking of Vehicles, Buses or Other Similar Equipment or Installation of Pedestrian Equipment will not be permitted at the Common Area adjacent to Coolidge Street & 33rd Street between the Buildings and the Property Lines.
Contributions to Utility Expenses shall be limited to utility, street improvements and/or street lighting or Removable Section Type Lighting.

SCALE 1"=40'
OLIVEWOOD ESTATES
BOOK 41 PAGE 20 M.C.R.

211088

DATE OF RECORD
COUNTY OF RECORD
BOOK & PAGE OF RECORD
RECORDS DISTRICT
INDEXED
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JUL 11 1978
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