Document

Uhen recorded, return to:
USLIFE Yitle Company of Arizons
'2721 N. Central Ave.
Phoenix, Arizons 65004
Attn: Rom Clifton

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DECLARATION OF RESTRICTIO

for

VILLA DE CORTEZ TOUNHOUSES AKENDED.

KNOW ALL KEN BY THESE PRESENTS:

That USLIFE TITLE COMPANY of Arizona, an Arizona corporation, as Trustee, being the owners of the following described property situate within the County of Maricopa, State of Arizona:

Lote 1 thry 16 inclusive, and Tracta a. B. C.D.
E, B F, VILLA DE CORTEZ TOWNHOUSES AMENDED, according to the
plat of record in the office of the County Recorder
of Maricopa County, Arizona, in Rook 160 of Maps,
page 6.

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 presises and with each and every part and parcel thereof.

- 1. All of said lots shall be known and described as single family-residential lots.
- 2. Tracts A, 8, C, D, E, and F are hereby designated as common areas, and Tract f is further designated as a private roadway and an easezent is hereby granted over said Tract F for refuse collection and public utilities.
- 3. No buildings or structure shall be soved from other locations onto any of said lots.
- 4. No animals, livestock or poultry shall be kept on the premises other than household pets, and no signs of a connercial nature (except for one "For Rent" or "For Sale" sign per lot) shall be allowed and no institution or other place for the care or treatment of the sick or disabled, physically or mentally, shall be placed or premitted to remain on any of said lots, nor shall any theatre, bar, restaurant, saloon or 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 mainteined on any of said lots, nor shall any use or thing be permitted which may endanger the health or unreasonably disturb the holder of any lot in VILLA DE CONFET TOLMMOUSES ANEMDED. Except for trucks or vans belonging to persons doing work on the premises at the time such trucks or vans are so parked, no trucks, trailers, campers or toat shall be parked on the street, but shall be parked only in carports and/or garages.
 - 5. Each lot shall to maintained free of rubbish, trach or garbage, and the same shall be removed from the premiers and not allowed to accumulate thereon, and garbage came, incinerators, clotheslines and areas for the storage of equipment or woodpiles shall be kept screened by an adequate planting or fencing so me to conceal the same from the adjacent lots, tracts and/or streets.

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THESE RESTRICTIONS ARE BEING RE-RECORDED TO CORRECT THE PAGE MARSER OF THE BOOK OF MAPS IN WHICH THE PLAT OF VILLA DE CORTEZ TOWNHOUSES ANEMDED IS TO BE FOUND.

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- 6. The building set back lines shall be in accordance with the requirements of the City of Phoenix.
- 7. No lot shall have a wall or fence in the front yard which exceeds six (6) feet in height unless approved by the Board of Directors of Villa Ds Cortez lownhouses | Homeowners' Association, Inc., an Arizons corporation; for brevity hereinafter referred to so the "Board".
- 8. None of said lots shall be resubdivided into smaller parcels or conveyed or encumbered in less than the full original dimension of such lot as shown on recorded plat, provided that this restriction shall not prevent the conveyance or encumbrance of adjoining or contiguous lots or parts of lots in such a manner as to create parcels of land in a common ownership which have the same or greater street frontage than any lot as shown on the recorded plat. Thereafter, adjoining or contiguous lots and parts thereof in such common ownership chall, for the purposes of these restrictions, be considered as one parcel, provided, however, if any party owns more than one lot, as outlined on the recorded plat, his share of expenses as set forth in Paragraph 20 shall be in the ratio of one share for each lot owned. Nothing herein contained shall prevent the granting of easements or dedications or conveyance of portions of lots or parcels for roads, allege or pupile utilities, in which event the recaining portion of any such lot or parcel shall, for the purpose of this provisions, be treated as a whole lot.
- 9. No building, fence, vall, antenna, broadcasting tower or other structure shall be cornenced, erected or maintained until the plans and specifications showing the nature, kind, shape, color, height, material, floor plans, locations and approximate costs of such structure shall have teen submitted to and approximate costs of such structure shall have been submitted to and approximate rests of such structure shall have the Board, and a copy thereof as finally approved is lodged permanently with said Board. Approval of plans and specifications shall not be unreasonably withheld, and rejection may plans or specifications must be based on reasonable judgment as to the effect that the proposed construction or alterations will have on the Sub-Lot Development as a whole. The Board shall have the right of refusal 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 structures 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, sence, wall or other structure, shall be subject to the prior approval of the Board.
 - 10. Each lot or parcel owner shall be subject to the following limitations and restrictions with respect to party valls constructed within villa of Coriez Inichtrises AMENDED
 - a. Every valt which is built as a part of the original construction within the Sub-tot Osvalopment and placed on the dividing line between separate lots or parcels in the Sub-tot Osvalopment and every valt which is built as a part of the original construction within the Sub-tot Osvalopment which supports any part of the improvement on the adjoining lot or parcel shall constitute and he

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considered a party vall, and with respect to such party vall, each of the adjoining owners 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 Villa De Cartez Iowahouses Roscovners' 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 lot or parcel and all Tracts shall be subject to an easement for encroachments created by constructions, settling and overhangs, as designed or constructed by the original builder. A valid easement for said encroachment and for the maintenance of same, so long as the structure stands, shall and does exist. In the event any structure is partially or totally destroyed, and then re-built, the owners of adjacent lots or parcels agree that minor encroachments on 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 designed or destroyed through the act or acts of any adjoining owner, or his agents, servants, guests or accidental, such owner shall forthwith proceed without cost to the other adjoining owner, to rebuild or repair same to as good a condition as forzerly. The failure to forthwith institute rebuilding or repairing of such party wall shall be sufficient reason for the Board to rebuild or repair said party wall and charge the person (adjoining owner) causing said damage with the necessary costs to institute and rebuilding or repair, as provided in the Articles of Incorporation and the By-laws of Villa De Cortez Townhouses. Hoxeowners' Association, Inc. and this Declaration.

d. Any party wall damaged or destroyed by some cause other than the act of one of the adjoining owners, his agents, cervants, guests or family, shall be rebuilt or repaired by both adjoining owners to the same good conditions 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 to rebuild or repair said party wall and charge the lots or parcels of both adjoining owners, as provided in the Articles of Incorporation and the By-Laws of Villa De Cortez Iounhouses Boxcovners' Ascociation, Inc., and this Declaration.

e. Any owner of a lot or parcel who proposes to sodify, rebuild, repair or make additions to his lot or parcel, in any
way or manner which required the extension or the alteration or
podification of any party wall, shall first obtain the written
consent of the adjacent owner in addition to meeting the requirements of these restrictive covenants and of the building codes
or similar ordinances of any governmental body affected, as
well as the requirements of the Articles of Incorporation and
By-Lave of Villa De Cortez Townhouses— Voxeovners' Association,
Inc.

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- f. In the event of a disagreezent between owners of adjoining lots or parcels with respect to the repair, reconstruction or maintenance of a party wall or with respect to charing the costs of repairing, rebuilding or maintaining the seme, then, upon the written request of either of said owners to the Board, the natter shall be addressed 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 purpose 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 co-chosen. If, within five days, the two cannot agree upon a third arbitrator, then the third arbitrator shall be any judge of the Karicopa 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 property owners by reason of the Articles of Incorporation of Vills Da Cortaz Tounhouses Homeovners' Association, Int., or the By-Lava thereof.
- h. The covenants and agreements herein contained shall be binding upon the heirs, administrators, successors and/or assigns of the owners, but no person shall be lieble for any act or omission respecting the covenants herein contained except such as took place while such person was an owner.
- 11. Villa Da Cortez Townhouses

 Homeowners' Association, Inc., a non-profit corporation, Arganized under and by virtue of the laws of the State of Arizona governing non-profit corporation, shall acquire and hold title to Tracts A, B, C, D, E, and F 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 lot or parcel in the Sub-tot Davelopment The property acquired by caid corporation shall be set aside and maintained for the use, enjoyment or convenience of the owners of the lots and parcels in the Sub-tot Development by Villa Da Cortez Townhouses

 Homeowners' Association, Inc.
- chall be evidenced by a deed to said lots or parcels. VILLA DE CORTEZ TOWNBOUSES APENDED Townhouses Hoseowere' 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, and f, and other corsonly held areas, if any. Ownership of a parcel in VILLA DE CORTEZ TOWNBOUSES AMENDED untitles said owner to a share of stock in the corporation. Until such time as all the lots and parcels invita DE CORTEZ TOWNBOUSES AMENDED untitles and the Articles and By-laws of said corporation. Until such time as all the lots and parcels invita DE CORTEZ TOWNBOUSES AMENDED and the sail the lots and parcels invita DE CORTEZ TOWNBOUSES (MERDED have been recovered, all rights and authority herein granted to VILLS De Cortez Townbouses Hoseowners' Association, Inc. chall remain in Roy R, Brockbank (unless Roy R, Brockbank prior to the time all lots and parcels in VILLA DE CORTEZ TOWNBOUSES AMENDED have been so conveyed, elects to relinautish and/or delegate all for part of such rights and authority to VILLS De Cortez Townbouses Hoseowners' Association, Inc., which he shall have the right to do by written rotice delivered to the Board of said corporation), and thereafter all such rights and authority together with the duties hereunder (or the portion co delegated, if prior to the time all the lots and parcels have been so conveyed) wherever applicable chall be held and assumed by Villa De Cortez Townbouses. Hoseowners Association, Inc., its officers and Board. Roy R, Brockbank

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reserves to himself until such time an he shall have conveyed, relineuished, or delegated his authority to Villa Da Corter Toumhouses Homeovners' Association, Inc., the right to grant, cell, convey or dedicate necessary easements across Tracts A, B, C, O, E, and F, for the purpose of ingress and egress to any lot or parcel.

13. Ville De Cortez Townhouses Homeowners' Ascociation, Inc., subject to the limitations contained herein and its Articles of Incorporation and By-Lave shall do those things it deems necessary for the general benefit and velfare of the property owners in the VILLA OE CORTEZ IOWHOUSES AMENDED Sub-Lot Development and shall manage and maintain the private road, valke, playgrounds, recreation areas, including swiming pool and all other commonly held facilities and property in said Sub-Lot Davelopment. In addition, the Villa De Cortez Iownhouses.

| Homeowners' Association shall maintain the landscaping and care of the front yards only, including the replacement of shrubs and plants and the necessary vatering, cutting, and trimming. The Villa De Cortez Iownhouses. Homeowners' Association shall be responsible for the painting and decorating of all exterior exposure of all dvellings. The owner of each lot or parcel shall be responsible for the maintenance and care of his back yards, court yard, and pation. The Villa De Cortez Iownhouses (homeowners' Association shall do all other necessary things as set forth in the Articles of Incorporation and By-Lave of Villa De Cortez Iownhouses (Homeowners Association, Inc. and as more particularly set forth in this Declaration.

14. Tract F of VILLA DE CORIEZ IONTHOUSES ANCHOEDICORPTISING the private road in saidSub-Lot Development, shell be owned, soneged, operated, and seintained byths Villa De Cortez Ionthouses Hoxeoveres' Association, Inc. until such future time as the private road may be dedicated to a governmental body or authority by the Villa De Cortez Ionthouses Hoxeoveres' Association, Inc., at which time said governmental body or authority shall assume the maintenance thereof.

15. Tract f in VILLA DE CORIEZ TOWNSOUSES shall be and is hereby declared to be subject to an easement which said easement thall be appurtenent to all the lots, tracts and parcels within said Sub-tot Development and which said easement shall be and is hereby established for the benefit of the owners of lots, tract and parcels in said development, and shall be used for purposes of ingress and egress to and from said lots, tracts and parcels.

16. Tracts A, B, C, D, E, and F, according to the plat of record of VILLA DE CORTEZ IDEMONDES ARCHDED.

shall be owned, sanaged, operated and maintained for the use and benefit of all shareholders in VILLA DE Cortez Idenhouses

Execumers' Association, Inc., and for such purposes as determined from time to time by the Board, but said areas 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 Sub-Lot Operational Description of the Sub-Lot of Sub-Lot o

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transfer, tale, pledge or other disposition of said stock shall be governed by and in accordance with and subject to this Declaration of Restrictions, the Articles of Incorporation of Association, Inc., and the By-Laws of said corporation.

18. Villa Da Cartez Inwahouses Honcowners' Association, Inc. shall develop, maintain, and otherwise operate and manage Tracts a. R. C. D. f. and f as shown on the plot of said <u>Sub-Lot Development</u> together with any other land held by it, and the improvements thereon, and shall pay all real estate taxes which may be assessed against and lovied 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.

19. Insurance on dwelling located on lots or parcels shall contain adequate coverage for fire, windstorm, glass breakege, and water damage and shall be in an amount determined by the Board. When a dwelling is mortgaged, the mortgaged shall have the right to impound one-twelfth of each lot or parcel's proportionate share of incurance. All cash buyers will be required to maintain an adequate fire insurance impound account with the wills On Cortex lownhouses Homeowners' Association. The insurance company shall be determined by the Board and shall have a AAAAA rating as listed in Bests Insurance Kanual.

DE CORTEZ TOWNHOUSES AVENDED shall pay to Villa De Cortez Townhouses

Rozeovners' Ascociation, Inc. within ten (10) days of receipt of invoice,
a sun equal to the aggregate of the following:

- a. Owner's prorate share of the actual costs to Villa De Cortez
 Townhouses Romowners' Association, Inc. of all improvements, repairs, maintanants insurance, texes and management and
 related expenses required herein;
- b. Owner's prorate share of such sun as the Board shall determine to be fair and prudent for construction of improvements and the establishment and maintenance, replacement, management and the payment of taxes and insurance, as required herein;
- c. Each owner's prorate share shall be determined by the Board and shall be in the ratio or proportion of one share for each lot or parcel owned;
- d. Invoices shall be sutaitted monthly or at such other regular intervals as may be fixed by the Board.
- 21. In the event any invoice as provided for in paragraph 20 is not paid within thirty (20) days from the date the same is deposited in the United States mail addressed to the owner or owners of a lot or parcel, the amount of such invoice shall be and tecome a lien upon caid lot or parcel, upon villa Da Cortaz Iownhouses

 Romeomere' Association, Inc. causing to be filed in the office of the County Recorder of Maricopa County, Arizona, an affidavit of compagnent of such invoice in the form of a materialmen's lien and posting a copy of same upon said lot or parcel. Said lien whall te foreclosed within six (6) conthe from the date of filing the affidavit of compagnent as hereinatore provided, in the manner provided by Arizona law for foreclosure of materialmen's liens. If any lot or parcel subject to the lien hereof shall become subject to the lien of a mortgage or deed of trust, (i) the foreclosure of the lien herein provided for shall not operate to affect or impair the lien of the mortgage or deed of trust, and

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(ii) the foreclosure, or deed or proceedings in lieu thereof, of the lien of the wortgage or deed of trust shall not operate to affect or impair the lien provided for herein, except that the interest of the party or parties acquiring title to such lot or parcel through such judicial proceedings, or deed in lieu thereof, shall be free of the lien hereof for all of said charges that have acrued up to the time of taking such title, but shall be subject to the provisions hereof for all the charges provided for herein which shall accru subsequent to the time of accurring such title. 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 villa De Corier Townhouses— Honcowners' Association, Inc. Kight have.

22. In the event the owner of any lot or parcel shall fail to maintain the presises and the exterior of the improvements situated there on for which he is responsible, in a manner satisfactory to the Board, said corporation, through its agents and employees, shall have the right to enter upon such premises and to repair, maintain, rehabilitate and reastore the exterior of any improvements situated thereon, and the cost thereof shall be charged against said owner of said lot or parcel by invoice and made a lien on said lot or parcel and foreclosed as therein set forth in paragraph 21 hereof, provided, however, that said villa De Cortex Townhouses.

Homeowners' Association, Inc. first gives written rotice to the owner of said lot or parcel of its intention to make such repairs or of its intention to perform such maintenance or rehabilitation work and affording the invner of said lot or 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 Villa De Cortex Townhouses Homeowners' 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 Villa De Cortex Townhouses Homeowners' Association, Inc. any right to enter into or incide of any building located on any parcel vithout the consent of the owner thereof.

23. No share of stock in Villa On Corter Insummuses

Koncowners' Association, Inc. held by the owner of a lot or parcel in said VILLA

DE CORTET Insummuses gurnarn shall be transferred, pledged or alienated in
any way except (1) upon the sale of said parcel and then only to the purchaser
and/or cortgages of said parcel pursuant to this Declaration and the Articles
of Incorporation and By-Laws of Villa De Cortex Townhouses

Korcowners' Association, Inc., or (?) upon such other conditions as set forth in
Articles of Incorporation and the By-Laws of Villa De Cortex Townhouses

Korcowners' Association, Inc. Any attempt to sake a prohibited transfer
shall be void and will not be reflected upon the books of the corporation.

24. The owners or owners of any of said lots or parcels shall give the Board notice in writing of any intended sale, transfer, conveyance, lease or but-lease, toge.her with application on a form prescribed by the Board and completed by the proposed transferse or lease. The Board shall have fifteen (15) days after receipt of such application and notice to purchase, lease or sub-lease said parcel, as the case may be, upon the same terms as those upon which the owner of said parcel proposes to sell, lease, sub-lease, or convey. The Board may at its option assign and/or convey any lot or parcel and/or rights in any lot or parcel or property in VILLA DE COMMITY TOWNWARDLESS APPROVED.

COMMITY TOWNWARDLESS APPROVED.

Acquired by it without further or other authorization. In the event that VILLA DE Cortex Townhouses Rezcovers' Association, Inc. shall fail to exercise the option to acquire said lot or parcel within said fifteen (15) day period, the proposed transfer shall be valid only if there shall be filed in the Office of the County Recorder of Karicopa County, Arizona, an incorporated in the instrument of

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sale, transfer, or conveyance by reference, an affidavit of the owner that notice has been given to <u>Villa On Cortex Tounhouses</u> Rosedvneré' Association, Inc. or its successor in accordance with the provision of this paragraph, and that <u>Villa On Cortex Tounhouses</u> Rosedvnere' Association, Inc. or its successor has failed to exercise its option vithin (15) fifteen days from the receipt of such notice.

25. The covenants, restrictions, reservations and conditions contained herein shall run with the land and shall be binding upon all persons owning, purchasing or occupying any sub-lot or parcel in said will a DE CORTEZ TOWNHOUSES APENDED after the date on which this instrument has been recorded. In the event of any violation or attempted violation of these covenants, restrictions, reservations and conditions, they may be enforced and/or an action may be brought by Villa be Cortez Tounhouses. Homeowners' Association, Inc. and/or by the owner or owners of any lot or parcel in the Sub-Lot Developmentat law or in coulty, to recover demages, obtain an injunction, or have granted any other right or remedy, provided, however, that any breach of said covernate, restrictions, recoverations and conditions or any right of re-entry by reason thereof, shall not defeat or affect the lien of any portgage 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 presises whose title thereto is accurred by judicial process, or a deed in lieu thereof, and provided also that the breach of any of said covenants, restrictions, reservations and conditions may be enjoined, abated or remedied by appropriate proceedings, notwithstending the lien or existence of any deed of trust or mortgage. All instruments of conveyance of any interest in all or any part of saidsub-lat havelapment 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. towever, that the terms and conditions of this instrument shall be binding upon all persons affected by its terms, whether in such instruments of conveyance express reference is made to this instrument or not:

26. Anything to the component of revisits and in contained herein, if any provision in this Declaration is in conflict with any law, ordinance, or regulation of the City of Process, or any other governmental authority, said law, ordinance, or regulation of the City of Process or governmental authority shall prevail and be decreed controlling.

27. Notwithstanding any provision of this Declaration to the contrary, the provisions of Paragraph 24 shall not apply to or be enforced by any person with respect to (A) a sale, transfer or conveyance of any lot or percel in said Sub-tot Davalopsen to any person or party pursuant to judicial process with reference to a judgement secured by, or a foreclosure of a cortage or deed of trust by an institutional lender, or a deed in lieu thereof wherein such a lender is the Grantee, covering such lot or parcel, or (b) transfer or conveyance by Decree of Distribution or by Order of a Bank-ruptcy Court, or (c) a sale, transfer or conveyance of any lot or parcel in said Sub-tot Cavelopsanto any person or party by an institutional lender which has acquired title through or by virtue of judicial process as set forth above, or by a deed in lieu thereof, or (d) a sale, transfer or conveyance of any lot or parcel institutions. However, and a sale is transfer or conveyance of any lot or parcel institution or Conveyance of any lot or parcel institution or conveyance of any lot or (e) a sale, transfer or conveyance of any lot or parcel inspid Sub-lot Davalopant of Roy R. Brockbank or to USLIFE TITLE COMPANY of Arizona, as Trustee under Trust No. 181.

28. Wherever the words "owners" or "owners of record" are used herein, such words shall include a purchaser or purchasers under an Agreement for Sale, or contract to purchase, and a beneficiary or beneficiaries of any trust owning or purchasing a lot or parcel within said <u>Sub-Lot</u>
<u>Davelopment</u>.

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29. Therever the words "stockholder" or "reabers" are used herein with reference to eknorchip or newberghip in Villa Co Cortax Lounhouses Homeowners' Association, Inc., such words may be used interchangeably.

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

31. These covenante, restrictions, recervations 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 smended by an instrument in writing, executed and acknowledged by the owner of not less than a majority of the lots and parcels in said Sub-tot Development which said instrument shall be recorded in the office of the Recorder of Maricona County, Arizona, within minoty (90) days prior to the expiration of the initial effective period hereof or any five-year extention.

32. These restrictions supersede and cancel, in their entirety, those restrictions recorded on August 25, 1972, in Docket 9654, pages of the County Recorder of Maricopa County, Arizona, covering Lots I thru 16 inclusive, and Tracts A, B, C, D, E, and F, VILLA DE CORTEZ TOWNBUSES, according to the plat of record in the office of the County Recorder of Haricopa County, Arizona, in Book 153 of Haps, page 1.

> Dated this 27th day of Karch 1973.

USLIFE TITLE CORPANY of Arizona, as

Trust Officer

STATE OF ARIZONA

County of Haricopa

un this the AB day of April . 1973, before we, the undereigned officer, personally sphered Charles J. DeBarr who acknowledged hisself to be the Senior Trust Officer of USLIFE TITLE COMPANY of Arizons, an Arizons corporation; and that he as such officer, being authorized so to do, executed the foregoing instrument and for the purposes therein contained by signing the name of the corporation, as frustee, by himself as such officer.

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

By commission expires:

Oct-19, 1975

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STATE OF ASUZURA SS County of Mericopa

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DECLARATION OF RESTRICTIONS # DOCUMENT

VILLA DE CORTEZ TOWNHOUSES, a Sub-Lo

KNOW ALL MEN BY THESE PRESENTS:

That USLIFE TITLE COMPANY of Arizona, an as Trustee, being the owners of the following described property situate within the County of Haricopa, State of Arizona:

Lots 1 thru 16 inclusive, and Tracts A,B,C,D, E, and F, VILLA DE CORTEZ TOWNHOUSES, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 153 of Maps, page

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 convenants running with the land and title to said premises and with each and every part and parcel thereof.

- All of said lots shall be known and described as single family-residential lots.
- 2. Tracts A, B, C, D, E, AND F, are hereby designated as common areas, and Tract F is further designated as a private roadway and an casement is hereby granted over sald Tract F for refuse collection and public utilities.
- 3. No buildings or structure shall be moved from other locations onto any of said lots.
- 4. No animals, livestock or popultry 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 lot) shall be allowed 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 said lots, nor shall any theatre, bar, restaurant, saloon or 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 lots, nor shall any use or thing be permitted which may endanger the health or unreasonably disturb the holder of any lot in VILLA DE CORTEZ TOWNHOUSES. Except for trucks or vans belonging to persons doing work on the premises at the time such trucks or vans are so parked, no automobiles, trucks trailers. campers or boat shall be parked on the street, OUER NIGHT but shall be parked only in carports and/or garages. Parking area shall not be used as a storage place for any vehicle which is inoperable and/or unsightly. All consistent violators will be towed away at owner's expense. No home-owner's vehicle shall be parked over night on the street. Consistent violators shall be warned and then fined by the Home-owner's Association \$10 per violation.
- 5. Each lot 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 wood piles shall be kept screened by an adequate planting or fencing so as to conceal the same from the adjacent lots, tracts and/or streets.

Docket - 9654 Page- 510

PKT15797 16 651 STATE OF ARIZONA COUNTY OF MARICOPA) This instrument was acknowledged before me this day of TRN 1982 by president of Villa De Cortez Townhouse Association. In witness whereof I heretofore set my hand and offical seal. NOTARY PUBLIC my Commission Expires Sept. JAN 2 9 1982 -11 30 STATE OF ARIZONA | 55 I hereby certify that t'e with in instrument was filed and re-corded at request of in Docket_ on page 50 55

Witness my hand and official seaf the day and year aloresaid. Bill Heary County Recorder

> VILLA DE CORTEZ 6519 N. 12 PLACE PHOENIY, AZ 85014 ATI. R. LAUIT

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Chen recorded, return to: USLIFE Title Company ofArizona 2721 N. Central Ave. Phoenix, Arizona 65084 Attn: Ron Clifton

on 12076x1269

DECLARATION OF RESTRICTIONS

for

VILLA DE CORTEZ TOUNHOUSES AMENDED.

KNOW ALL MEN BY THESE PRESENTS:

That USLIFE TITLE COMPANY of Arizona, an Arizona corporation, as Trustee, being the owners of the following described property situate within the County of Karicopa, State of Arizona:

E, & F, VILLA DE CORTEZ TOWNHOUSES AMENDED, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 160 of Maps, page 16.

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.

- 1. All of said lots shall be known and described as single family-residential lots.
- 2. Tracts A, B, C, D, E, and f are hereby designated as corron areas, and Tract f is further designated as a private roadway and an easement is hereby granted over said Tract f for refuse collection and public utilities.
- No buildings or structure shall be moved from other locations onto any of said lots.
- 4. No animals, livestock or poultry shall be kept on the premises other than household pets, and no signs of a cormercial nature (except for one "For Rent" or "For Sale" sign per lot) shall be allowed and no institution or other place for the care or treatzent of the sick or disabled, physically or mentally, shall be placed or premitted to remain on any of said lots, nor shall any theatre, bar, restaurant, saloon or 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 lots, nor shall any use or thing be permitted which may endanger the health or unreasonably disturb the holder of any lot in VILLA DE CORIEZ IDEAHOUSES AMENDED. Except for trucks or wans belonging to persons doing work on the premises at the time such trucks or wans are so parked, no trucks, trailers, empers or boat shall be parked on the street, but shall be parked only in carports and/or garages.
- 5. Each lot 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 cams, incinerators, clotheslines and areas for the storage of conjugent or woodpiles shall be kept acreened by an adequate planting or fencing so as to conceal the same from the adjacent lots, tracts and/or streets.

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- 6. The building set back lines shall be in accordance with the requirements of the City of Phoenix.
- 7. No lot shall have a wall or fence in the front yard which exceeds six (6) feet in height unless approved by the Board of Directors of Yills Os Cortez Tounhouses Roreovners' Association, Inc., an Arizona corporation; for brevity hereinafter referred to as the "Board".
- 8. None of said lots shall be resubdivided into smaller parcels or conveyed or encurtered in less than the full original dimension of such lot as shown on recorded plat, provided that this restriction shall not prevent the conveyance or encusbrance of adjoining or contiguous lots or parts of lots in such a manner as to create parcels of land in a common ownership which have the same or greater street frontage than any lot as shown on the recorded plat. Thereafter, adjoining or contiguous lots and parts thereof in such common ownership shall, for the purposes of those restrictions, be considered as one parcel, provided, however, if any party owns more than one lot, as outlined on the recorded plat, his share of expenses as set forth in Paragraph 20 shall be in the ratio of one share for each lot owned. Nothing herein contained shall prevent the granting of easements or dedications or conveyance of portions of lots or parcels for roads, alleys or puplic utilities, in which event the remaining portion of any such lot or parcel shall, for the purpose of this provisions, be treated as a whole lot.
- 9. No building, fence, vall, entenna, broadcasting tower or other structure shall be corrected, erected or maintained until the plans and specifications showing the nature, kind, shape, color, height, material, floor plans, locations and approximate costs of such structure shall have been substitted to and approved in writing within 30 days of such submission, by the Board, and a copy thereof as finally approved is lodged permanently with said Board. Approval of plans and specifications shall not be unreaconably withheld, and rejection of any plans or specifications must be based on reasonable judgment as to the effect that the proposed construction or alterations will have on the <u>Sub-tot Dayalopsent</u> as whole. The Board shall have the right of refusal to approve any such plans or specifications or grading plan which are not suitable or desirable, in its opinion, for seathetic 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 raterial 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 structures 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, vall or other structure, shall be subject to the prior approval of the Board.
- 10. Each lot or parcel owner shall be subject to the following limitations and restrictions with respect to party walls constructed within villa of CORIEZ INVINISES APENDED
 - a. Every vall which is built as a part of the original construction withinthe Sub-tot Development and placed on the dividing line between separate lots or parcels in the Sub-tot Development and every vall which is built as a part of the original construction within the Sub-tot Development which supports any part of the improvement on the adjoining lot or parcel shall constitute and be

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considered a party vall, and with respect to such party vall, each of the adjoining owners 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 Villa Da Cortez Iownhouses Honcovners' Association, Inc., and the By-Laws of said corporation and, to the extent not inconsistent herewith, the general rules of the laws regarding party valls.

- b. Each lot or parcel and all Tracts shall be subject to an essevent for encroachments created by constructions, settling and overhangs, as designed or constructed by the original builder. A valid essement for said encroachment and for the maintenance of same, so long as the structure stands, shall and does exist. In the event any structure is partially or totally destroyed, and then re-built, the owners of adjacent lots or parcels agree that sinor encroachments on parts of the adjacent structures or common elements due to construction shall be permitted and that a valid essement for said encroachment and the maintenance thereof shall exist.
- c. If any party vall is damaged or destroyed through the act or acts of any adjoining owner, or his agents, servents, guests or rembers of his family, whether such act is willful, negligent or accidental, such owner shall forthwith proceed without cost to the other adjoining owner, to rebuild or repair same to as good a condition as fermerly. The failure to forthwith institute rebuilding or repairing of such party vall shall be sufficient reason for the Board to rebuild or repair said party vall and charge the person (adjoining owner) causing said damage with the necessary costs to institute said rebuilding or repair, as provided in the Articles of Incorporation and the By-Laws of Village Control of the Supplemental Reservances.
- d. Any party wall damaged or destroyed by some cause other than the act of one of the adjoining owners, his agents, cervants, guests or family, shall be rebuilt or repaired by both adjoining owners to the same good conditions 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 to rebuild or repair said party wall and charge the lots or parcels of both adjoining owners, as provided in the Articles of Incorporation and the By-Lavs of Villa Da Cortez Tounhouses Kokeowners' Association, Inc., and this Declaration.
- e. Any owner of a lot or parcel who proposes to modify, rebuild, repair or make additions to his lot or parcel, in any way or manner which required the extension or the alteration or modification of any party wall, shall first obtain the written consent of the adjacent owner in addition to meeting the requirements of these restrictive covenants and of the building codes or similar ordinances of any governmental body affected, as well as the requirements of the Articles of Incorporation and By-Lava of Willa De Cortex Iounhouses Momeowners' Association, Inc.

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f. In the event of a disagreement between owners of adjoining lots or parcels with respect to the repair, reconstruction or maintenance of a party wall or with respect to charing the costs of repairing, rebuilding or maintaining the same, then, upon the written request of either of said owners to the Board, the matter shall be addressed 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 purpose 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 co chosen. If, within five days, the two cannot agree upon a third arbitrator, then the third arbitrator shall be any judge of the Karicopa 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 agreezent of any adjoining property owners shall radify or abrogate any of these restrictive covenants or the obligations, rights, duties and limitations set forth upon the individual property owners by reason of the Articles of Incorporation of <u>Villa Da Cortez Townhouses</u> Hoscowners' Association, Inc., or the By-Lave thereof.

h. The covenants and agreecents herein contained shall be binding upon the heirs, administrators, successors and/or 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.

11. Villa De Cortez Townhouses | Honcowners' Association, Inc., a non-profit corporation, organized under and by virtue of the laws of the State of Arizona governite of the corporation, shall acquire and hold title to Tracts A, B, C, D, E, and F 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 lot or parcel in the Sub-Lot Devalopment The property acquired by said corporation shall be set aside and saintained for the use, enjoyment or convenience of the owners of the lots and parcels in the Sub-Lot Development by Villa De Cortez Townhouses | Homeowners' Association, Inc.

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receives to himself until such time as he shall have conveyed, relinquished, or delegated his authority to VIIIs Da Cortez Tounhouses | Homeowners' Association, Inc., the right to grant, sell, convey or dedicate necessary categories across Tracts A, B, C, D, E, and F, for the purpose of ingress and egress to any lot or parcel.

13. Villa De Cortez Iounhouses | Homeowners' 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 velfare of the property owners in the VILLA OE CORIEZ TOWNHOUSES AMENDED Sub-Lat Developmentand shall manage and maintain the private road, walks, playgrounds, recreation areas, including swinning pool and all other commonly held facilities and property in said Sub-Lat Development . In addition, the VILLA DE Cortez Iownhouses Homeowners' Association shall maintain the landscaping and care of the front yards only, including the replacement of shrubs and plants and the necessary vatering, cutting, and trimming. The VILLA DE Cortez Iownhouses Homeowners' Association shall be responsible for the painting and decorating of all exterior exposure of all deallings. The owner of each lot or parcel shall be responsible forthe maintenance and care of his back yards, court yard, and patios. The VILLA DE Cortez Iownhouses Homeowners' Association shall do all other necessary things as set forth in the Articles of Incorporation and By-Laws of VILLA DE Cortez Iownhouses Homeowners Association, Inc. and as nore particularly set forth in this Declaration.

14. Tract f of VILLA DE CORTEZ TOWNHOUSES ANENDED: coapyrising the private road in saidSub-Lot Gevelopment, shell be owned, Ednaged, operated, and maintained bythe VILLA De Cortez Townhouses Homeowners' Association, Inc. until such future time as the private road may be dedicated to a governmental body or authority by the VILLA De Cortez Townhouses Homeowners' Association, Inc., at which time said governmental body or authority chall assume the maintenance thereof.

15. Tract f in VILLA OF CORIET IDWINDUSES shall be end is hereby declared to be subject to an easement which said easement shall be appurtenant to all the lots, tracts and parcels within said Sub-Lot Davelopment and which said easement shall be end is hereby established for the benefit of the owners of lots, tract and parcels in said development, and shall be used for purposes of ingress and egress to and from said lots, tracts and servels.

17. Owners of each lot or parcel within said VILLA SE CORIEZ.

10 WI-GUSES AMENDED shall be entitled to one (1) share of capital stock in

VIIIa De Carter Tounhouses | Kozcovners' Association, Inc. In the
event a lot or parcel is owned or is being purchased under contract by two
(2) or more persons, a single share of stock shall be in the nexe of all
said owners or contract purchasers, and they shall designate to the corporation in writing one of the number who shall have the power to note said
share of stock at any annual or special meeting of the sectors of the corporation. The rights, obligations, and restrictions with respect to said
atock and the holders thereof, including but not limited to the assignment,

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transfer, sale, pledge or other disposition of said stock shall be governed by and in accordance with and subject to this Declaration of Restrictions, the Articles of Incorporation of Association, Inc., and the By-Laws of said corporation.

- 18. Villa De Corter Inunhouses Momcowners' Association,
 Inc. shall develop, saintain, and otherwise operate and manage Tracts
 A. R. C. D. F. and F as shown on the plot of said Sub-Lot Development
 together with any other land held by it, and the improvements
 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.
- 20. The owner or owners of record of each lot or parcel in said VILLA DE CORIEZ TOWNHOUSES AMENDED shall pay to Villa De Cortex Townhouses Homeowners' Association, Inc. within ten (10) days of receipt of invoice, a sun equal to the aggregate of the following:
 - a. Owner's prorata share of the actual costs to Villa De Cortez Tounhouses Horcovners' Association, Inc. of all improvements, repaire, maintenance, insurance, taxes and management and related expenses required herein;
 - b. Owner's prorate share of such sum as the Pourd shall determine to be fair and prudent for construction of improvements and the establishment and maintenance, replacement, management and the payment of taxes and insurance, as required herein;
 - c. Each owner's prorate share shall be determined by the Board and shall be in the ratio or proportion of one share for each lot or parcel owned;
 - d. Invoices shall be submitted monthly or at such other regular intervals as may be fixed by the Board.
 - 21. In the event any invoice as provided for in paragraph 20 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 lot or parcel, the amount of such invoice shall be and become a liten upon said lot or parcel, upon Villa On Cortez Iounhouses

 Causing to be filed in the office of the County Recorder of Karicopa County, Arizona, an affidarit of ronpayment of such invoice in the form of a materialmen's lien and posting a copy of same upon said lot or parcel. Said lien shall be foreclosed within six (6) months from the date of filing the affidavit of ronpayment as hereinabove provided, in the manner provided by Arizona law for foreclosure of materialmen's liens. If any lot or parcel subject to the lien hereof shall become subject to the lien of a mortgage or deed of trust, (i) the foreclosure of the lien herein provided for shall not operate to affect or injair the lien of the mortgage or deed of trust, and

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(ii) the foreclosure, or deed or proceedings in lieu thereof, of the lien of the wortgage or deed of trust shall not operate to affect or impair the lien provided for herein, except that the interest of the party or parties accounting title to such lot or parcel through such judicial proceedings, or deed in lieu thereof, shall be free of the lien hereof for all of said charges that have acrued up to the time of taking such title, but shall be subject to the provisions hereof for all the charges provided for herein which shall accru subsequent to the time of accounting such title. 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 Villa De Corier Townhousea. Homeowners' Association, Inc. Might have.

22. In the event the owner of any lot or 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, 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 lot or parcel by invoice and made a lien on said lot or parcel and foreclosed as therein set forth in paragraph 21 hereof, provided, however, that said <u>Villa Os Corter Igumhauses</u>
| Nomeowners' Association, Inc. first gives written notice to the owner of said lot or parcel of its intention to make such repairs or of its intention to perform such maintenance or rehabilitation work and affording the owner of said lot or parcel thirty (20) days' time in which to make said necessary repairs or maintenance vork. If, at the end of said thirty-day period, the work to be performed has not been done by the owner, then <u>Villa Os Cortez Iounhauses</u>

| Homeowners' 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 great to <u>Villa Os Cortez Iounhauses</u>
| Homeowners' Association, Inc. any right to enter into or inside of any buildingenational on any parcel without the consent of the owner thereof.

23. No share of stock in <u>Villa Da Cortet Insundantes</u>

Romeowners' Association, Inc. held by the owner of a lot or parcel in said <u>VILLA DE CORTET INSUMPLIES OFFINED</u> shall be transferred, pledged or alienated in any vay except (1) upon the sale of said parcel and then only to the purchaser and/or cortgagee of said parcel pursuant to this Declaration and the Articles of Incorporation and By-Lavs of <u>Villa De Cortet Tounhouses</u>

Romeowners' Association, Inc., or (2) upon such other conditions as set forth in Articles of Incorporation and the By-Lavs of <u>Villa De Cortet Tounhouses</u>

Romeowners' Association, Inc. Any attempt to make a prohibited transfer shall be void and vill not be reflected upon the books of the corporation.

24. The owners or owners of any of said lots or parcels shall give the Board notice in writing of any intended sale, transfer, conveyance, lease or sub-lease, together with application on a form prencribed by the Board and completed by the proposed transferee or lesses. The Board shall have fifteen (15) days after receipt of such application and notice to purchase, lease or sub-lease said parcel, as the case may be, upon the same terms as those upon which the owner of said parcel proposes to sell, lease, sub-lease, or convey. The Board may at its option assign and/or convey any lot or parcel end/or rights in any lot or parcel or property in VILLA DE CORIET IGWINDUSES APPROPED

1 acquired by it without further or other authorization. In the event that VIIIa De Cortez Jounhouses Forcovers' Association, Inc. shall fail to exercise the option to acquire said lot or parcel within said fifteen (15) day period, the proposed transfer shall be valid only if there shall be filed in the Office of the County Recorder of Maricopa County, Arizona, an incorporated in the instrument of

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sale, transfer, or conveyance by reference, an affidavit of the owner that notice has been given to <u>Willa De Cartez Inschausen</u> Homeowhere' Association, Inc. or its successor in accordance with the provision of this paragraph, and that <u>Willa De Cartez Inschauses</u> Homeowhere' Association, Inc. or its successor has failed to exercise its option within (15) fifteen days from the receipt of such notice.

- 25. The covenants, restrictions, reservations and conditions contained herein shall run with the land and shall be binding upon all percons owning, purchasing or occupying any sub-lot or parcel in said WILLA DE CORIEZ TOWNHOUSES AMENDED after the date on which this instrument has been recorded. In the event of any violation or attempted violation of these covenants, restrictions, reservations and conditions, they may be enforced and/or an action may be brought by Villa De Cortez Tounhouses Home owners' Association, Inc. and/or by the owner or owners of any lot or parcel in the Sub-tot Developmental law or in county, 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 lies of any sortgage or deed of trust sade 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 egainst any owner of said premises whose title thereto is ecouired by judicial process, or a deed in lieu thereof, and provided also that the breach of any of said covenants, restrictions, reservations and conditions may be enjoined, abated or remedied by appropriate proceedings, notwithstending the lien or existence of any deed of trust or portgage. All instruments of conveyance of any interest in all or any part of saidSub-int finusingment 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 in such instruments of conveyonce express reference is the instrument or not.
 - 26. Anything to the contrary notwithstanding contained herein, if any provision in this Declaration is in conflict with any law, ordinance, or regulation of the City of Phoenix, or any other governmental authority, said law, ordinance, or regulation of the City of Phoenix or governmental authority shall prevail and be deceded controlling.
 - contrary, the provisions of Paragraph 24 shall not apply to or be enforced by any person with respect to (a) a sale, transfer or conveyance of any lot or parcel in said Sub-lot Developments any person or party pursuant to judicial process with reference to a judgement secured by, or a foreclosure of a mortgage or deed of trust by an institutional lender, or a deed in lieu thereof wherein such a lender is the Grantce, covering such lot or parcel, or (b) transfer or conveyance by Decree of Distribution or by Order of a Bankruptcy Court, or (c) a sale, transfer or conveyance of any lot or parcel in said Sub-tot Developments any person or party by an institutional lender which has acquired title through or by virtue of judicial process as set forth above, or by a deed in lieu thereof, or (d) a sale, transfer or conveyance of any lot or parcel ingaid Sub-int Development to any person or party by VIIIe De Cortex Iownhousss | Moseowners' Association, Inc., an Arizona corporation, or (e) a sale, transfer or conveyance of eny lot or parcel ingaid Sub-tot Development to Roy R. Brocktank or to USLIFE TITLE COMPANY of Arizona, as Trustee under Trust No. 381.
 - 28. Wherever the words "owners" or "owners of record" are used herein, such words shall include a purchaser or purchasers under an Agreement for Sale, or contract to purchase, and a beneficiary or beneficiaries of any trust owning or purchasing a lot or parcel within said <u>Sub-lot</u> <u>Development</u>.

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29. Wherever the words "stockholder" or "sembers" are used herein with reference to ownership or membership in Villa De Cottet Jounhouses Rozcowners' Association, Inc., such words may be used interchangeably.

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

31. 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 smended by an instrument in writing, executed and acknowledged by the owner of not less than a pajority of the lote and parcels in said Sub-Lot Osvelopmentwhich said instrument shall be recorded in the office of the Recorder of Maricopa County, Arizona, within minety (90) days prior to the expiration of the initial effective period hereof or any five-year extention.

32. These restrictions supersede and cancel, in their entirety. those restrictions recorded on August 25, 1972, in Docket 9654, pages ...
510 thru 518, records of the County Recorder of Haricopa County, Arizona, covering Lots 1 thru 16 inclusive, and Tracts A, B, C, O, E, and F, VILLA DE CORTEZ TOWNHOUSES, according to the plat of record in the office of the County Recorder of Haricopa County, Arizona, in Book 153 of Hapa, page 1.

> _, 1973. Dated this 27th day of Harch

USLIFE TITLE CORPANY of Arizona, as

Trust Officer

STATE OF ARIZONA

County of Karicopa

On this the AB day of Office., 1973, before we, the undersigned officer, personally appeared Charles J. DeBarr who acknowledged himself to be the Senior Trust Officer of USLIFE ITLE COMPANY of Arizona, an Arizona corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation, and the proposes therein contained by signing the name of the corporation, as Trustee, by hisself as such officer.
IN WITNESS WHEREOF I have hereunto set by hand and official seal.

Quelen Krocke Notary Public

Hy complesion expires:

Oct-19,1975

STATE OF ANYONA S

I here'y certify that the within inclument was libed and reb trayer is between

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AMENDMENTS DECLARATION OF RESTRICTIONS #4 for

VILLA DE CORTEZ TOWNHOUSES, a Sub-Lot

KNOW ALL MEN BY THESE PRESENTS:

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That USLIFE TITLE COMPANY of Arizona, and Arizona corporation, as Trustee, being the owners of the following described property situate within the County of Maricopa, State of Arizona:

Lots 1 thru 16 inclusive, and Tracts A, B, C D. E, and F, VILLA DE CORTEZ TOWNHOUSES, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 153 of Maps, page

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 convenants running with the land and title to said premises and with each and every part and parcel thereof.

- 1. All of said lots shall be known and described as single family-residential lots.
- 2. Tracts A, B, C, D, E, AND F, are hereby designated as common areas, and Tract F is further designated as a private roadway and an casement is hereby granted over said Tract F for refuse collection and public utilities.
- 3. No buildings or structure shall be moved from other locations onto any of said lots.
- 4. No animals, livestock or popultry 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 lot) shall be allowed 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 said lots, nor shall any theatre, bar, restaurant, saloon or 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 lots, nor shall any use or thing be permitted which may endanger the health or unreasonably disturb the holder of any lot in VILLA DE CORTEZ TOWNHOUSES. Except for trucks or vans belonging to persons doing work on the premises at the time such trucks or vans are so parked, no automobiles, trucks trailers, campers or boat shall be parked on the street, but shall be parked only in carports and/or garages. Parking area shall not be used as a storage place for any vehicle which is inoperable and/or unsightly. All consistent violators will be towed away at owner's expense. No home-owner's vehicle shall be parked over night on the street. Consistent violators shall be warned and then fined by the Home-owner's Association \$10 per violation.
- 5. Each lot 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 wood piles shall be kept screened by an adequate planting or fencing so as to conceal the same from the adjacent lots, tracts and/or streets.

Louis Jahn.

65/5 Month 12 Way.

DK! 15653% 27

NOV 19 1981 -2 20

STATE OF ARRESTM \$ 55 County of Mariespa \$

I hereby certify that the with in instrument was it ed and recorded at request of

in Docket 16653 on page 2 2 2 2 Writness my hand and plucta.

seal the day and year accresald.

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Deputy Reporter

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DECLARATION OF RESTRICTIONS # DOCUMENT

VILLA DE CORTEZ TOWNHOUSES, a Sub-Lo

KNOW ALL MEN BY THESE PRESENTS:

That USLIFE TITLE COMPANY of Arizona, an as Trustee, being the owners of the following described property situate within the County of Maricopa, State of Arizona:

Lots 1 thru 16 inclusive, and Tracts A, B, C
D, E, and F, VILLA DE CORTEZ TOWNHOUSES, according to
the plat of record in the office of the County Recorder
of Maricopa County, Arizona, in Book 153 of Maps, page

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 convenants running with the land and title to said premises and with each and every part and parcel thereof.

- All of said lots shall be known and described as single family-residential lots.
- 2. Tracts A, B, C, D, E, AND F, are hereby designated as common areas, and Tract F is further designated as a private roadway and an casement is hereby granted over said Tract F for refuse collection and public utilities.
- 3. No buildings or structure shall be moved from other locations onto any of said lots.
- 4. No animals, livestock or popultry 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 lot) shall be allowed 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 said lots, nor shall any theatre, bar, restaurant, saloon or 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 lots, nor shall any use or thing be permitted which may endanger the health or unreasonably disturb the holder of any lot in VILLA DE CORTEZ TOWNHOUSES. Except for trucks or vans belonging to persons doing work on the premises at the time such trucks or vans are so parked, no automobiles, trucks trailers, campers or hoat shall be parked on the street, GUER NIGHT but shall be parked only in carpoits and/or garages. Parking area shall not be used as a storage place for any vehicle which is inoperable and/or unsightly. All consistent violators will be towed away at owner's expense. No home-owner's vehicle shall be parked over night on the street. Consistent violators shall be warned and then fined by the Home-owner's Association \$10 per violation.
- 5. Each lot 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 wood piles shall be kept screened by an adequate planting or fencing so as to conceal the same from the adjacent lots, tracts and/or streets.

Docket - 9654 Page- 510

PKT 15797 16 651

STATE OF ARIZONA COUNTY OF MARICOPA

was acknowledged before me this day of TAN 1982 by president of RONHLD G Villa De Cortez Townhouse Association.

In witness whereof I heretofore set my hand and offical seal.

NOWARY PUBLIC omenission Expires Sept. 8 JAN 29 1982 -11 30

STATE OF ARIZONA (SS County of Maricopa) SS

I hereby certify that I'e with in instrument was filed and re-corded at request of

Townhouse lesson

in Docket_ on page 50-55
Witness my hand and efficial seaf the day and year aloresaid.

Bill Heary

County Recorder

VILLA DE CORTEZ 6519 N. 12 PLACE PHOENIY, AZ 85014

ATT. P. LAUIT

Unofficial Document

Uhen recorded, return to: USLIFE Title Company ofArizona 2721 N. Central Ave. Phoenix, Arizona 85004 Attn: Ron Clifton

on 12076%1.269

DECLARATION OF RESTRICTION

for

VILLA DE CORTÉZ TOUNHOUSES AMENDED.

KNOW ALL MEN BY THESE PRESENTS:

That USLIFE TITLE COMPANY of Arizona, an Arizona corporation, as Trustee, being the owners of the following described property situate within the County of Maricopa, State of Arizona:

E, & F, VILLA DE CORTEZ TOWNHOUSES AMENDED, according to the plat of record in the office of the County Recorder of Karicopa County, Arizona, in Book 160 of Kaps, page 16

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.

- 1. All of said lots shall be known and described as single family-residential lots.
- 2. Tracts A, B, C, D, E, and F are hereby designated as common areas, and Tract F is further designated as a private roadway and an easement is hereby granted over said Tract F for refuse collection and public utilities.
- No buildings or structure shall be moved from other locations onto any of said lots.
- 4. No animals, livestock or poultry shall be kept on the premises other than household pets, and no signs of a cormercial nature (except for one "For Rent" or "For Sale" sign per lot) shall be allowed and no institution or other place for the care or treatment of the sick or disabled, physically or mentally, shall be placed or premitted to remain on any of said lots, nor shall any theatre, bar, restaurant, saloon or place of entertainment ever be erected or permitted upon the presises or my 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 lots, nor shall any use or thing be permitted which may endanger the health or unreasonably disturb the holder of any lot in VILLA DE CORIEX IQUARDUSES AMENDED. Except for trucks or vans belonging to persons doing work on the premises at the time such trucks or vans are so parked, no trucks, trailers, campers or toat shall be parked on the street, but shall be parked only in carports and/or garages.
- 5. Each lot shall to maintained free of rubbish, trash or garbage, and the same shall be removed from the premises and not allowed to accumulate thereon, and garbage cams, incinerators, clotheslines and areas for the storage of conjects or woodpiles shall be kept screened by an adequate planting or fencing so as to conceal the same from the adjacent lots, tracts and/or streets.

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- The building set back lines shall be in accordance with the requirements of the City of Phoenix.
- 8. None of said lots shall be resubdivided into smaller parcels or conveyed or encumbered in less than the full original dimension of such lot as shown on recorded plat, provided that this restriction shall not prevent the conveyance or encumbrance of adjoining or contiguous lots or parts of lots in such a manner as to create parcels of land in a common ownership which have the same or greater street frontage than any lot as shown on the recorded plat. Thereafter, adjoining or contiguous lots and parts thereof in such common ownership shall, for the purposes of these restrictions, be considered as one parcel, provided, however, if any party owns zore than one lot, as outlined on the recorded plat, his share of expenses as set forth in Paragraph 20 shall be in the ratio of one share for each lot owned. Nothing herein contained shall prevent the granting of eacements or dedications or conveyance of portions of lots or parcels for roads, alleys or puplic utilities, in which event the remaining portion of any such lot or parcel shall, for the purpose of this provisions, be treated as a whole lot.
- 9. No building, fence, wall, entenna, 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, locations and approximate costs of such structure shall have teen subsitted to and approved in writing within 30 days of such submission, by the Board, and a copy thereof as finally approved is lodged permanently with said Board. Approval of plans and specifications shall not be un-reasonably withheld, and rejection of any plans or specifications must be based on reasonable judgment as to the effect that the proposed construction or alterations will have on the Sub-Lot Developmentas a whole. The Board shall have the right of refusal 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 structures 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, vall or other structure, shall be subject to the prior approval of the Board.
- 10. Each lot or parcel owner shall be subject to the following limitations and restrictions with respect to party walls constructed within VILLA OF CORIEZ INVALVALES APPROPED
 - a. Every wall which is built as a part of the original construction within the Sub-Lot Development and placed on the dividing line between separate lots or parcels in the Sub-Lot Development and every wall which is built as a part of the original construction within the Sub-Lot Development which supports any part of the improvement on the adjoining lot or parcel shall constitute and be

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considered a party wall, and with respect to such party wall, each of the adjoining owners 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 Villa De Cortez Iownhouses Hoscovners' 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 lot or parcel and all Tracts shall be subject to an easement for encroachments created by constructions, settling and overhangs, as designed or constructed by the original builder. A valid easement for said encroachment and for the maintenance of same, so long as the structure stands, shall and does exist. In the event any structure is partially or totally destroyed, and then re-built, the owners of adjacent lots or parcels agree that minor encroachments on 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 vall is damaged or destroyed through the act or acts of any adjoining owner, or his agents, servents, guests or members of his family, whether such act is willful, negligent or accidental, such owner shall forthwith proceed without cost to the other adjoining owner, to rebuild or repair same to as good a condition as fermerly. The failure to forthwith institute rebuilding or repairing of such party wall shall be sufficient reason for the Board to rebuild or repair said party wall and charge the person (adjoining owner) causing said damage with the necessary costs to institute said rebuilding or repair, as provided in the Articles of Incorporation and the By-Laws of Villametric tex lownhouses. Homeowhere's Association, Inc. and this Declaration.
- d. Any party wall damaged or destroyed by some cause other than the act of one of the adjoining owners, his agents, cervants, guests or family, shall be rebuilt or repaired by both adjoining owners to the same good conditions 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 to rebuild or repair said party wall and charge the lots or parcels of both adjoining owners, as provided in the Articles of Incorporation and the By-Laws of Villa Da Cortez Tounhouses Exceowners' Association, Inc., and this Declaration.
- e. Any owner of a lot or parcel who proposes to modify, rebuild, repair or make additions to his lot or parcel, in any vay or manner which required the extension or the alteration or modification of any party wall, shall first obtain the written consent of the adjacent owner in addition to meeting the requirements of these restrictive covenants and of the building codes or similar ordinances of any governmental body affected, as well as the requirements of the Articles of Incorporation and By-Lava of Villa De Cortex Townhouses | Romeowners' Association, Inc.

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- f. In the event of a disagreement between owners of adjoining lots or parcels with respect to the repair, reconstruction or maintenance of a party wall or with respect to sharing the costs of repairing, rebuilding or maintaining the same, then, upon the written request of either of said owners to the Board, the matter shall be addressed 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 purpose or the Board refuses to act, then the matter shall be submitted to three arbitrators, one chosen by each of the two parties in disagreezent, and the third appointed by the two co-chosen. If, within five days, the two cannot agree upon a third arbitrator, then the third arbitrator shall be any judge of the Karicopa 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 property owners by reason of the Articles of Incorporation of Villa Da Cortez Townhouses Homeowners' Association, Inc., or the By-Laws thereof.
- h. The covenants and agreements herein contained shall be binding upon the heirs, administrators, successors and/or sasigns 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.
- 11. Villa De Cortez Inwhouses | Boncowners' Association, Inc., a non-profit corporation, organized under and by virtue of the laws of the State of Arizona governi "popular offit corporation, shall acquire and hold title to Tracts A, B, C, D, E, and F 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 lot or parcel in the Sub-Lot Devalopment The property acquired by said corporation shall be set aside and maintained for the use, enjoyzent or convenience of the owners of the lots and parcels in the Sub-Lot Development by Villa De Cortez Iumphouses | Hozeowners' Association, Inc.
- 12. Ownership of lots or parcels in VILLA DE CORIEZ IDMHOUSES APENDED shall be evidenced by a deed to said lots or parcels. Villa De Cortez

 IDMHOUSES Boxeovers' Association, Inc. shall take and provide such appropriate action as it deexs necessary in accordance with this Declaration, its Articles of Incorporation and By-laws for the proper saintenance and upkeep of Tracts A, B, C, D, E, and F, and other cormonly held areas, if any. Ownership of a parcel in VILLA DE CORIEZ IDMHOUSES AMENDED 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 tike as all the lots and parcels in VILLA DE CORIEZ IDMHOUSES AMENDED entitles rights and authority herein granted to VILLA DE CORIEZ IDMHOUSES HOSE owners' Association, Inc. shall remain in Roy R. Brockbank (unless Roy R, Brockbank prior to the tise all lots and parcels in VILLA DE CORIEZ IDMHOUSES AMENDED have been so conveyed, elects to relinavish and/or delegate all or part of such rights and authority to VILLA DE CORIEZ IDMHOUSES MANGED have been so conveyed, elects to relinavish and/or delegate all or part of such rights and authority to VILLA DE CORIEZ IDMHOUSES Mozeowners' Association, Inc. which he shall have the right to do by written notice delivered to the Board of said corporation), and thereafter all such rights and authority togrither with the duties hereunder (or the portion to delegated, if prior to the time all the lots and parcels have teen so conveyed) wherever applicable shall be held and assured by VILLA DE Cortez IDMhouses Homeowners Association, Inc., its officers and Board. Roy R. Brockbank

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receives to himself until such time as he shall have conveyed, relineuished, or delegated his authority to VIIIa Da Cortez Inunhouses | Kozeowners' Association, Inc., the right to grant, sell, convey or dedicate necessary easements across Tracts A, B, C, D, E, and F, for the purpose of ingress and egress to any lot or parcel.

- 13. Villa De Cortez Townhouses

 Romeowners' Association, Inc., subject to the limitations contained herein and its Articles of Incorporation and By-Laws shall do those things it doesn necessary for the general benefit and velfare of the property owners in the VILLA DE CORIEZ TOWNHOUSES AMENDED Sub-Lat Development ashall manage and maintain the private road, walks, playgrounds, recreation areas, including swiming pool and all other commonly held facilities and property in said Sub-Lat Development.

 In addition, the Villa De Cortez Townhouses

 Hozeowners' Association shall maintain the landscaping and cere of the front yards only, including the replacement of shrubs and plants and the necessary watering, cutting, and trimming. The Villa De Cortez

 Townhouses Homeowners' Association shall be responsible for the painting and decorating of all exterior exposure of all dwellings. The owner of each lot or parcel shall be responsible forthe maintenance and care of his back yards, court yard, and patios. The Villa De Cortez Townhouses

 Romeowners' Association shall do all other necessary things as set forth in the Articles of Incorporation and By-Laws of Villa De Cortez Townhouses

 Romeowners Association, Inc. and as sore particularly set forth in this Declaration.
- 14. Tract f of VILLA DE CORTEZ TOWNHOUSES AMENDED: to aprising the private road in saidSub-Lot Development, shall be owned, managed, operated, and maintained bythe VIIIe De Cortez Townhouses Homeowners' Association, Inc. until such future time as the private road may be dedicated to a governmental body or authority by the VIIIe De Cortez Townhouses Homeowners' Association, Inc., at which time said governmental body or authority shall assume the maintenance the model comment
- AMENDED

 15. Tract f in VILLA DE CORIEZ TOWNHOUSES, shall be and is hereby declared to be subject to an easement which said easement shall be appurtenant to all the lots, tracts and parcels within said <u>Sub-Lot Development</u> and which said easement shall be and is hereby established for the benefit of the owners of lots, tract and parcels in said development, and shall be used for purposes of ingress and egress to and from said lots, tracts and parcels.
- 16. Tracts A, B, C, O, E, and f, according to the plat of record of VILLA OF CORISI IOWHOUSES AMENDED shall be owned, canaged, operated and maintained for the use and benefit of all shareholders in VILLA OF CORISI IOWHOUSES Wencowners' Association, Inc., and for such purposes as determined from time to time by the Board, but said areas 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 Sub-Lot Development , provided, however, nothing contained herein shall be construed to limit guest privileges subject to the Articles of Incorporation and By-Laws of Villa De Cortez Iownnouses Boscovners' Association, Inc. together with the rules and regulations proculgated by the Board. The Board shall have the exclusive right and power to establish and impose rules and regulations governing the use, maintenance, and development of said tracts and any person using said lots, parcels and tract shall abide by such rules and regulations.
- 17. Owners of each lot or parcel within said VILLA DE CORIEZ.

 10 WINDUSES AMERDED shall be entitled to one (1) share of capital stock in

 VILLA DE Cortex Inuntanuese. Forcoverer' issociation, Inc. In the
 event a lot or parcel is owned or is being purchased under contract by two
 (2) or more persons, a single share of stock shall'te in the name of all
 said owners or contract purchasers, and they shall designate to the corporation in writing one of the number who shall have the power to vote said
 share of stock at any annual or special meeting of the scatters of the corporation. The rights, obligations, and restrictions with respect to said
 atock and the holders thereof, including but not limited to the assignment,

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transfer, sale, pledge or other disposition of said stock shall be governed by and in accordance with and subject to this Declaration of Restrictions, the Articles of Incorporation of Association, Inc., and the By-Laws of said corporation.

- 18. Villa De Cortez Iounhouses Homeowners' Association,
 Inc. shall develop, maintain, and otherwise operate and manage Tracts

 a. H. C. D. F. and F as shown on the plat of said Sub-Lot Development

 together with any other land held by it, and the improvements 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.
- 19. Insurance on dwelling located on lots or parcels shall contain adequate coverage for fire, windstorm, glass breakage, and water damage and shall be in an amount determined by the Board. When a dwelling is sortgaged, the mortgaged shall have the right to impound one-twelfth of each lot or parcel's proportionate share of insurance. All cash buyers will be required to maintain an adequate fire insurance impound account with the Willa On Cortex Jounhouses

 Womenwers' Association. The insurance company shall be determined by the Board and shall have a AAAAA rating as listed in Bests Insurance Kanual.
- 20. The owner or owners of record of each lot or parcel in said VILLA DE CORTEZ TOWNHOUSES AMENDED shall pay to Villa De Cortez Townhouses Kozeowners' 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 costs to Villa De Cortez Tounhouses Hozeovners' Association, Inc. of all improvements, repairs, maintenance, insurance, taxes and management and related expenses required herein;
 - b. Owner's prorate share of such sum as the Board shall determine to be fair and prudent for construction of improvements and the establishment and maintenance, replacement, management and the payment of taxes and insurance, as required herein;
 - c. Each owner's prorate share shall be determined by the Board and shall be in the ratio or proportion of one share for each lot or parcel owned;
 - d. Invoices shall be submitted monthly or at such other regular intervals as may be fixed by the Board.
 - 2i. In the event any invoice as provided for in paragraph 20 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 lot or parcel, the amount of such invoice shall be and tecome a lien upon said lot or parcel, upon Villa De Cortez Iownhouses

 | Exceowers' Association, Inc. causing to be filed in the office of the County Recorder of Karicopa County, Arizona, an affidavit of compagnent of such invoice in the form of a materialmen's lien and posting a copy of same upon said lot or parcel. Said lien shall be foreclosed within six (6) conths from the date of filing the affidavit of compagnent as hereinabove provided, in the manner provided by Arizona law for foreclosure of materialmen's liens. If any lot or parcel subject to the lien hereof shall become subject to the lien of a cortgage or deed of trust, (i) the foreclosure of the lien herein provided for shall not operato to affect or inpair the lien of the mortgage or deed of trust, and

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(ii) the foreclosure, or deed or proceedings in lieu thereof, of the lien of the cortgage or deed of trust shall not operate to affect or impair the lien provided for herein, except that the interest of the party or parties accurring title to such lot or parcel through such judicial proceedings, or deed in lieu thereof, shall be free of the lien hereof for all of said charges that have acrued up to the time of taking such title, but shall be subject to the provisions hereof for all the charges provided for herein which shall accru subsequent to the time of acquiring such title. The remedy hereinbefore set forth shall not be deemed to be exclusive, but shall be in addition to any end all other remedies at law or in equity that said corporation Villa De Cortez Jounhouses | Homeowners' Association, Inc. Kight have.

- 22. In the event the owner of any lot or 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, 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 lot or parcel by invoice and made a lien on said lot or parcel and foreclosed as therein set forth in paragraph 21 hereof, provided, however, that said Villa De Cortez Inumhousan
 Homeowners' Association, Inc. first gives written notice to the owner of said lot or parcel of its intention to make such repairs or of its intention to perform such maintenance or rehabilitation work and affording the owner of said lot or 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 Villa De Cortez Inumhouses

 | Homeowners' 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 Villa De Cortez Inumhouses

 | Homeowners' Association, Inc. any right to enterint or inside of any building-maintenance. In any parcel vithout the consent of the owner thereof.
- 23. No share of stock in <u>Villa Da Corter Inumhouses</u>

 Romeowners' Association, Inc. held by the owner of a lot or parcel in said <u>VILLA DE CORIEZ INCHMUSES AVENDED</u> shall be transferred, pledged or alienated in any vay except (1) upon the sale of said parcel and then only to the purchaser and/or sortgagee of said parcel pursuant to this Declaration and the Articles of Incorporation and By-Lavs of <u>Villa De Cortez Iounhouses</u>

 Romeowners' Association, Inc., or (2) upon such other conditions as set forth in Articles of Incorporation and the By-Lavs of <u>Villa De Cortez Iounhouses</u>

 Romeowners' Association, Inc. Any attempt to make a prohibited transfer shall be void and will not be reflected upon the books of the corporation.
- 24. The owners or owners of any of said lots or parcels shall give the Board rotice in writing of any intended sale, transfer, conveyance, lease or sub-lease, together with application on a form prescribed by the Board and cospleted by the proposed transferee or lessee. The Board shall have fifteen (15) days after receipt of such application and notice to purchase, lease or sub-lease said parcel, as the case may be, upon the same terms as those upon which the owner of said parcel proposes to sell, lease, sub-lease, or convey. The Board may at its option assign and/or convey any lot or parcel and/or rights in any lot or parcel or property in VILLA DE CONTEL TOWNSONES APPROVED

 acquired by it without further or other authorization. In the event that Villa DE Cortez Townhouses

 Execovers' Association, Inc. shall fail to exercise the option to acquire said lot or parcel within said fifteen (15) day period, the proposed transfer shall be valid only if there shall be filled in the Office of the County Recorder of Kericopa County, Arizona, an incorporated in the instrument of

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sale, transfer, or conveyance by reference, an affidavit of the owner that notice has been given to <u>Willa Da Cortez Iounhouses</u> Homeowners' Association, Inc. or its successor in accordance with the provision of this paragraph, and that <u>Willa Da Cortez Iounhousea</u> Homeowners' Association, Inc. or its successor has failed to exercise its option within (15) fifteen days from the receipt of such notice.

- 25. The covenants, restrictions, reservations and conditions contained herein shall run with the land and shall be binding upon all persons owning, purchasing or occupying any sub-lot or parcel in said WHI A DE CORTEZ TOWNHOUSES AMENDED after the date on which this instrument has been recorded. In the event of any violation or attempted violation of these covenants, restrictions, reservations and conditions, they may be enforced overants, restrictions, reservations and constraints, they may be constraints and/or an action may be brought by Villa De Cortez Tounhouses Rome-owners' Association, Inc. and/or by the owner or owners of any lot or parcel in the Sub-tot Developmental 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 accuired by judicial process, or a deed in lieu thereof, and provided also that the breach of any of said covenants, restrictions, reservations and conditions may be enjoined, abated or remedied by appropriate proceedings, notwithstending the lien or existence of any deed of trust or nortgage. All instruments of conveyance of any interest in all or any part of saidSub-int navelopment 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 in such instruments of conveyance express reference ighosficial Document this instrument or not.
- 26. Anything to the contrary notwithstending contained herein, if any provision in this Declaration is in conflict with any law, ordinance, or regulation of the City of Phoenix, or any other governmental authority, said law, ordinance, or regulation of the City of Phoenix or governmental authority shall prevail and be deezed controlling.
- ??. Notwithstanding any provision of this Declaration to the contrary, the provisions of Paragraph? he shall not apply to or be enforced by any person with respect to (a) a sale, transfer or conveyance of any lot or parted in said Sub-Lot Davalopsen to any person or party pursuant to judicial process with reference to a judgecent secured by, or a foreclosure of a sortgage or deed of trust by an institutional lender, or a deed in lieu thereof wherein such a lender is the Grantee, covering such lot or parcel, or (b) transfer or conveyance by Decree of Distribution or by Order of a Bankruptcy Court. or (c) a sale, transfer or conveyance of any lot or parcel in said Sub-lot Davalopsanto any person or party by an institutional lender which has acquired title through or by virtue of judicial process as set forth above, or by a deed in lieu thereof, or (d) a sale, transfer or conveyance of any lot or parcel insaid Sub-lot Davalopsant to any person or party by wills Da Cortex Iownhouses Boxcovners Association, Inc., an Arizona corporation, or (e) a sale, transfer or conveyance of any lot or parcel insaid Sub-lot Davalopsant to Englid Sub-lot Davalopsant or Englid Sub-lot Davalopsant or Englid Sub-lot Davalopsant or Sub-Lot Davalopsant or Sub-Lot Davalopsant or to USLIFE TITLE COMPANY of Arizona, as Trustee under Trust No. 181.
- 28. Wherever the words "owners" or "owners of record" are used herein, such words shall include a purchaser or purchasers under an Agreement for Sale, or contract to purchase, and a beneficiary or beneficiaries of any trust owning or purchasing a lot or parcel within said <u>Sub-Lot</u> <u>Development</u>.

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- 29. Wherever the words "stockholder" or "sembers" are used herein with reference to ownership or membership in Villa Da Cortez Tounhouses Homeowners' Association, Inc., such words may be used inter-
- 30. Invalidation of any one of these covenants, restrictions, reservations, or conditions by judgment or court order shall in no way affect the validity or any of the other provisions, and the same shall remain in full force and effect.
- 31. 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 smended by an instrument in writing, executed and acknowledged by the owner of not less than a majority of the lots and parcels in said Sub-Lot Davalopmentwhich said instrument shall be recorded in the office of the Recorder of Karicopa County, Arizona, within ninety (90) days prior to the expiration of the initial effective period hereof or any five-year extention.
- 32. These restrictions supersede and cancel, in their entirety, those restrictions recorded on August 25, 1972, in Docket 9654, pages 2510 thru 518, records of the County Recorder of Maricopa County, Arizona, covering Lots 1 thru 16 inclusive, and Tracts A, B, C, O, E, and F, VILLA DE CORTEZ TOWNHOUSES, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 153 of Maps, page 1.

Dated this 27th day of Harch , 1973. USLIFE TITLE COMPANY of Arizona, as Trustee

STATE OF ARIZONA

59.

County of Karicopa

On this the AR day of April , 1973, before re, the undersigned officer, personally appeared Charles J. DeBarr who acknowledged himself to be the Senior Trust Officer of USLIFE IIILE COMPANY of Arizona, an Arizona corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation, as Irustee, by hisself as such officer.

IN WITNESS WHEREOF I have hereunto set by hand and official seal.

Hy commission expires:

Oct 19, 1975

STATE OF ANZONA SS

I here'y centify that the within ireteument was fibed and reto traven is because

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AMENDMENTS
DECLARATION OF RESTRICTIONS #4
for

VILLA LE CORTEZ TOWNHOUSES, a Sub-Lot

KNOW ALL MEN BY THESE PRESENTS:

DKT 1565399 2

That USLIFE TITLE COMPANY of Arizona, and Arizona corporation, as Trustee, being the owners of the following described property situate within the County of Maricopa, State of Arizona:

Lots I thru 16 inclusive, and Tracts A,B,C,
D, E, and F, VILLA DE CORTEZ TOWNHOUSES, according to
the plat of record in the office of the County Recorder
of Maricopa County, Arizona, in Book 153 of Maps, page
1

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 convenants running with the land and title to said premises and with each and every part and parcel thereof.

- All of said lots shall be known and described as single family-residential lots.
- 2. Tracts A. B. C. D. E. AND F. are hereby designated as common areas, and Tract F is further designated as a private roadway and an casement is hereby granted over said Tract F for refuse collection and public utilities.
- 3. No buildings or structure shall be moved from other locations onto any of said lots.
- 4. No animals, livestock or popultry 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" sigh per lot) shall be allowed 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 said lots, nor shall any theatre, bar, restaurant, saloon or 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 lots, nor shall any use or thing be permitted which may endanger the health or unreasonably disturb the holder of any lot in <u>VILLA DE CORTEZ TOWNHOUSES</u>. Except for trucks or vans belonging to persons doing work on the premises at the time such trucks or vans are so parked, no automobiles, trucks trailers, campers or boat shall be parked on the street, but shall be parked only in carports and/or garages. Parking area shall not be used as a storage place for any vehicle which is inoperable and/or unsightly. All consistent violators will be towed away at owner's expense. No home-owner's vehicle shall be parked over night on the street. Consistent violators shall be warned and then fined by the Home-owner's Association \$10 per violation.
- 5. Each lot 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 wood piles shall be kept screened by an adequate planting or fencing so as to conceal the same from the adjacent lots, tracts and/or streets.

Louis Jahn.

6515 Morth 12 Way.

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DK! 15653% 27

NOV 19 1981 -2 30

STATE OF ARIZONA SS

I hereby certify that the with in instrument was used and re-

cordest at request of .

in Docket 15653
on page 2 2 27
Writness my hand and officialseal the day and year atoresaid.

Bill Henry

County HeLorder
Deputy Re-

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