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A-9-80-73

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

PROP RSTR (PR)

CORONA DEL SOL ESTATES UNIT TWO

KNOW ALL MEN BY THESE PRESENTS:

That DIX CONSTRUCTION COMPANY, INC., an Arizona corporation, being the owner of all of the following described property situated in the City of Tempe, County of Maricopa, State of Arizona, to-wit:

Lots 198 through 236, inclusive, CORONA DEL SOL ESTATES UNIT TWO, according to Book 214 of Maps, page 18, records of Maricopa County, Arizona;

SUBJECT TO: Restrictions, reservations, easements, conditions and all other matters of record.

and desiring to establish the nature of the use and enjoyment thereof, does hereby declare the said Premises subject to the following express covenants, conditions, stipulations and restrictions as to the use and enjoyment thereof, all of which are to be construed as restrictive covenants running with the title to said Premises and with each and every part and parcel and Lot thereof.

1. The Properties shall be known and described as residential property and no more than one detached, single-family dwelling may be constructed on any Lot as shown in the Properties, except that more than one Lot may be used for one dwelling, in which event, all restrictions contained herein shall apply to such Lots as if they were a single Lot.

2. All structures as defined in the City of Tempe Zoning Regulations in effect as of the date of recording this Declaration ("Structures") including, without limitations, tennis courts and swimming pools, must be constructed on the Properties in compliance with these restrictions.

3. No single-story dwelling shall have a ground floor square foot area of less than twenty-two hundred (2,500) square feet, exclusive of accessory buildings, breezeways, screened porches, terraces, patios and garages. No two-story dwelling shall have a ground floor square foot area of less than one thousand seven hundred (1,700) square feet and with a total square foot area of not less than twenty-seven hundred (2,700) feet, exclusive of accessory buildings, breezeways, screened porches, terraces, patios and garages. All buildings shall have at least one two-car garage. All dwellings shall be constructed with concrete, brick or asphalt. No dwelling constructed on any lot shall be constructed with plastic or aluminum siding and each dwelling shall be constructed with either a mission, mon-rey or title type, wood shake, or three-wall flat parapet and flat roof. No composition or asbestos roofs shall be allowed. There will be no roof-mounted antennas, except on flat roof homes, and they cannot exceed the top of the parapet wall. All dwellings shall have the landscaping from the side fence lot line to the front lot line of the lot completed within one hundred eighty (180) days from the date a certificate of occupancy is issued for the unit constructed thereon.

4. No building shall be located on any lot nearer to the front line than thirty-five (35) feet, no building shall be located on any lot nearer to the rear line than thirty (30) feet, no buildings shall be located nearer than fifteen (15) feet to any interior lot lines, nor closer than twenty (20) feet to a side lot line adjacent to a street, except that side yards for detached garages and other permitted accessory buildings located in the rear one-half of the lot need only conform to the requirements of the City of Tempe. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5. A. No fence or wall other than of cement block or ornamental iron construction be placed upon any lot. In addition, the fence from the dwelling to the side lot line shall be of the same architectural style as the house. Fences or walls constructed within the area of the minimum front setback line shall not exceed three (3) feet in height and fences or walls constructed on any side or rear lot line shall not exceed six (6) feet in height (tennis court enclosures excepted). Notwithstanding the foregoing, however, the prevailing city regulations and provisions shall take over these restrictions if said regulations and provisions are more restrictive. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways, shall be permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points thirty three (33) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. No tree shall be permitted to remain within the distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

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B. Fences which may be constructed upon the dividing line between lots (or near or adjacent to said dividing line because existing easements prevent a fence from being located on the dividing line) by the Developer shall be maintained and repaired at the joint cost and expense of the adjoining lot owners, and fences constructed upon the back of any lot by the developer shall be maintained and repaired at the cost and expense of the lot owner on whose lot the fence is installed. Such fences shall not be altered, or changed in design, color, material or construction from the original installation made by the developer; provided, however, in the event any such fence is damaged or destroyed by the act or acts of one adjoining lot owners, the lot owner, his family, agent, guests or tenants responsible for said damage shall forthwith rebuild and repair same to as good condition as formerly, at his sole cost and expense.

C. Wherever a fence is constructed upon a lot within the Subdivision, immediately adjacent to the property line separating that lot from another lot, then the builder of that fence, if the original developer, or if the fence is not built by the original developer, then the owner of the lot upon which the fence is built shall be entitled to reimbursement for one-half (1/2) of the cost of the fence attributable to the length of that fence immediately adjacent to the property line between the two lots. Reimbursement shall be paid to the original developer upon completion of construction of the fence being build and submission of an invoice therefor to the adjoining lot owner. In all other cases, reimbursement shall be paid by the adjoining lot owner to the lot owner building the fence upon completion by the adjoining lot owner of the improvements (residence) upon his lot, or upon the completion of the fence, whichever is last to occur.

6. No building, fence, wall, antenna (other than customary TV antenna), to maximum of three (3) feet above way line, broadcasting tower or any other structure shall be commenced,

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erected, repaired structurally, replaced or altered (except as set forth below) until the plans and specifications showing the nature, kind, shape, height, material, floor plan, location, exterior colors, all exterior materials, landscaping and approximate cost of same shall have been submitted to and approved by the Architectural Committee, and a copy thereof is finally approved and lodged permanently with said Committee. Failure of said Committee to reject in writing said plans and specifications within fifteen (15) days from the date same were submitted shall constitute approval of said plans and specifications, provided the design, location and kind of materials in the building or improvement to be built or altered on said lots shall be governed by all of the restrictions herein set forth, and said building or alteration shall be in harmony with existing buildings and structures in the Subdivision.

7. For the purpose of maintaining the aesthetic and beautification features within the subdivision, an Architectural Control Committee is hereby established. The members of said Committee are Von E. Dix and Kim A. Brender. The Architectural Committee shall have the right to refuse to approve any plans and specifications or grading plans which are not suitable or desirable in its opinions for aesthetic or 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 or alteration of the materials of which it is to be built, the site upon which it is proposed to be erected, the harmony thereof with the surroundings and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property. All subsequent additions to or changes or alterations in any building, fence, wall or other structure, including exterior color scheme, shall be subject to the prior approval of the Architectural Committee. No changes or deviations in or from such plans and specifications once approved shall be made without the prior written approval of the Architectural Committee. All decisions of the Architectural Committee shall be final and no lot owner or other parties shall have recourse against the Architectural Committee for its refusal to approve any such plans and specifications or plot plan, including lawn area and landscaping. The existing Architectural Control Committee may appoint successors, who shall thereafter act as the Architectural Control Committee. Such appointment shall be evidenced by a notice designating the name (s) and address (es) of the new member (s) and said notice shall be mailed to all lot owners of record. In the event of death, disability or resignation of a member of the Architectural Control Committee, the remaining member (s) may select another member who shall serve on said committee.

8. The covenants, conditions and restrictions contained herein shall run with the land and shall be binding on all persons purchasing or occupying any lot in the subdivision after the date on which this instrument is recorded. In the event of any violation or attempted violation of these covenants, conditions and restrictions, they may be enforced and/or an action may be brought by the owner or owners of any lot or lots in the subdivision at law or in equity to recover damages, to obtain an injunction, or to have granted any other right or remedy; provided, however, that any breach of said covenants, conditions and restrictions, or any right of re-entry by reason thereof, shall not defeat nor affect the lien of any mortgage or deed of trust made in good faith and for value upon said land, and each and all of said covenants, conditions and restrictions shall be binding upon and effective against any owner of a lot whose title thereto is acquired by foreclosure, trustee's sale or otherwise; and provided, also, that the breach of any of said covenants, conditions and restrictions may be enjoined, abated or remedied by appropriate proceedings, notwithstanding the lien or existence of any such mortgage or deed of trust. If any such action is instituted, the prevailing party

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shall be entitled to recover all costs thereof including a reasonable attorney's fee. All instrument of conveyance of any interest in and or any part of the premises shall contain reference to this instrument and shall be subject to the covenants, conditions and restrictions herein as fully as though the terms and conditiona of this instrument were therein set forth in full; provided, however, that the terms and conditions of this instrument shall be binding upon all persons affected by its terms, whether express reference is made to this instrument or not. No private agreement of any adjoining property owners shall modify or abrogate any of these restrictive covenants, conditions and restrictions.

9. In the event any home or structure is destroyed or partially destroyed by fire, Act of God or as a result of any other act or thing, said damage must be repaired and the improvement reconstructed within eighteen months after such damage or destruction.

10. Wherever the words "owner" or "owners" or "owners of record" are used herein, such words, in addition to their recognized legal meaning, shall include a purchaser or purchasers under an agreement of sale or contract of purchase, and a beneficiary or beneficiaries of any trust owning or purchasing a lot.

11. Invalidity of any one or more of these covenants, conditions and restrictions or any portion thereof by judgment or court order shall in no way affect the validity of any of the other provisions and the same shall remain in full force and effect.

12. These covenants, conditions and restrictions shall remain and be in full force and effect for an initial term of thirty-five (35) years from the date this instrument is recorded. Thereafter, they shall be deemed to have been renewed for successive terms of ten (10) years, unless revoked <sup>Unofficial Document</sup> instrument in writing, executed and acknowledged by the then owners of not less than seventy-five percent (75%) of the lots in the subdivision, which said instrument shall be recorded in the office of the County Recorder of Maricopa County, Arizona, within ninety (90) days prior to the expiration of the initial effective period hereof, or any ten (10) year extension. During the initial thirty-five (35) year period, and any extended period, these restrictions may be amended by an instrument in writing, executed and acknowledged by the then owners of not less than seventy-five percent (75%) of the lots in the subdivision.

#### UTILITY EASEMENTS

Easements, as indicated upon the recorded map of this subdivision, are reserved for the installation and maintenance of public service utilities and other uses for public or quasi-public good. No building shall be placed upon such easements or interference be made with the free use of the same for the purposes intended.

#### TEMPORARY OCCUPANCY

No trailer, basement of any incomplete building, tent, shack, garage or barn, and no temporary buildings or structure of any kind shall be used at any time for a residence on any property within CORONA DEL SOL ESTATES UNIT TWO either temporary or permanent. Temporary buildings or structures used during the construction of a dwelling on any such property shall be removed immediately after the completion of construction.

#### COMMERCIAL ACTIVITY

No trade, business, profession or other type of commercial activity shall be carried on upon any lot, except that real estate brokers, owners and their agents may show dwellings in

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the Properties for sale, or lease, nor shall any lot be used as a hospital or sanitarium or other place for hire for the care or entertainment of persons suffering from any disease or disability whatsoever; nor shall anything be done on any lot which may become an annoyance or nuisance to the neighborhood. Every person, firm or corporation purchasing a lot in the properties recognizes that Declarant, its agents or assigns, has the right to conduct construction and sales activities in the properties until all of the lots in the properties have been sold.

#### ANIMALS

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that cats, dogs and other household pets may be kept, provided they are kept, bred, or maintained for any commercial purpose and provided further that no person owning or in custody of a dog shall allow the dog to stray or go upon another lot without the consent of the owner of such lot.

#### PARKING REQUIREMENTS

No vehicle shall be parked on any part of the properties except on paved concrete or brick driveways. No overnight guest parking shall be permitted. No trailers, trucks or commercial vehicles, other than those present on business may be parked in the properties and no overnight parking of such vehicles shall be permitted. Boats, boat trailers and other recreational vehicles shall be parked inside of garages or concealed from public view behind the side lot fence line provided that a paved brick or concrete pad is provided for the storage of said vehicle. No vehicle of any type which is abandoned or inoperable shall be stored or kept on any lot within this subdivision in such a manner as to be seen from any other lot or from any streets or alleyways within this subdivision.

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#### TRASH CONTAINERS AND COLLECTION

Trash, garbage or other waste shall not be kept except in sanitary containers, as approved by the City of Tempe. Such refuse containers shall not be permitted in the front yard and shall be screened from street view. Each dwelling shall provide an area for the storage of said trash containers which area shall not be visible from any other adjoining lot and shall be used to house the container when it is not placed on the street for pickup. Trash and garbage containers may be placed on the street on normal pickup days but shall be removed to their proper storage area as soon as possible for they have been emptied by sanitation workers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, subject to the governing zoning ordinances of the City of Tempe.

#### CLOTHES DRYING FACILITIES

Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any property within CORONA DEL SOL ESTATES UNIT TWO unless they are erected, placed and maintained exclusively within a fenced service yard or otherwise concealed and shall not be visible from neighboring property.

#### SIGNS

No signs whatsoever (including, but not limited to, commercial, political and similar signs) which are visible from neighboring property shall be erected or maintained on any lot or parcel of property within CORONA DEL SOL ESTATES UNIT TWO except as follows:

(1) Signs as may be required by legal proceedings; (2) Not more than two (2) residential identification signs each of a combined total face area of seventy-two square inches or less; (3) During the time of construction of any building or other improvement, one job identification sign not larger than eighteen by twenty-four inches in height and width and having a face area not larger than three square feet; and (4) Such signs the nature, number, and location of which have been approved in advance by the ARCHITECTURAL COMMITTEE. (5) Such signs, the number, type and size of which as may be approved from time to time by DECLARANT for developers.

Nothing contained in this DECLARATION shall be construed to prevent the erection or maintenance by DECLARANT, or its duly authorized agents, of structures, improvements or signs necessary or convenient to the development or sale of property within CORONA DEL SOL ESTATES UNIT TWO.

#### AIR CONDITIONING UNITS

No dwelling shall be constructed with any air-conditioning, heating or environmental enhancement device on the roof of any home except that solar energy units may be mounted on the roof of any home except that solar energy units may be mounted on the roof of the dwelling provided that the solar unit is screened from view from adjoining land or lots.

#### MOTOR VEHICLES

All abandoned or junked vehicles while being repaired or restored, shall be stored in an enclosed garage or in such a manner as to not be visible from any point lying without the lot which the abandoned or junked vehicle is stored or parked. For the purposes of this paragraph (1) "abandoned or junked vehicle" means a vehicle or any Unofficial Document portion thereof which is incapable of movement under its own power and will remain so without major repair or reconstruction; (2) "Major repair" means the removal from any vehicle of a major portion thereof including but not limited to the differential, transmission, head, engine block or oil pan; (3) "vehicle" means any self-propelled device in, upon, or by which any person or property is or may be transported upon a public highway.

#### MINERAL EXPLORATION

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

#### CONSTRUCTION

Any building in this subdivision, the construction of which has been started, shall be completed within nine months except when such delay is caused by Acts of God, strikes, actual inability of the owner to procure delivery of necessary materials, or by interference by other persons or forces beyond the control of the owner to prevent.

#### MAINTENANCE

All vacant lots shall be at all times kept free of rubbish and litter subject to the normal requirements of construction activities upon each lot; weeds and grass shall be taken out or kept well mown so as to present a tidy appearance. The yards

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and grounds in connection with all improved properties shall be at all times kept in a neat and sightly condition and shall be cultivated and planted to any extent sufficient to maintain an appearance not out of keeping with that of typical improved properties in this subdivision. During prolonged absence lot owners agree they will arrange for the care of their lots during such absence. In the event a lot owner does not maintain his lot in a neat, proper manner, any six (6) owners of lots in this subdivision, acting in concert, may have said lot cleaned up, and upon the low owner's refusal to pay the cost of such clean up and within thirty (30) days after date of filing an affidavit that said owner refuses to maintain said lot in a neat and proper manner, may file an affidavit in the office of the County Recorder of Maricopa County, State of Arizona, stating the amount therein, and to whom it was paid and the date, and such amount shall constitute a lien against said lot subject to the provisions of Article V hereof. This Deed Restriction Enforcement Fund may be used to carry out any of the items mentioned in this section.

#### DRAINAGE EASEMENTS

An owner of a lot shall not at any time hereafter fill, block or obstruct any drainage easements and drainage structures on the properties, nor shall any owner cause or suffer to be erected on any lot, any building or obstruction for the purpose, directly or indirectly, of obstructing, blocking or filling any such drainage easement or drainage structure, and each owner agrees to repair and maintain all such drainage easements and drainage structures on a Lot, making good nevertheless, at his own expense, all damages which may be caused to the said drainage easements and structures on the Properties, and each owner agrees to repair at his own expense, all damage to any structure or any Lot which may be caused, directly or indirectly, by his obstruction, blocking or filling any such drainage easement.

IN WITNESS WHEREOF, DIX CONSTRUCTION COMPANY, INC., an Arizona corporation, has caused its corporate name to be signed by the undersigned officer thereunto duly authorized this 22<sup>nd</sup> day of SEPTEMBER, 1980.

DIX CONSTRUCTION COMPANY, INC.,  
an Arizona corporation

BY Lee Williams  
Lee Williams, Secretary/Treasurer

STATE OF ARIZONA     )  
                                  ) ss.  
County of Maricopa )

On this, the 22nd day of Sept, 1980, before me, the undersigned officer, personally appeared Lee Williams, who acknowledged himself to be the Secretary/Treasurer of DIX CONSTRUCTION COMPANY, INC., an Arizona corporation, and that he being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

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

Dennis Janssen  
Notary Public

My commission expires:

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STATE OF ARIZONA }  
County of Maricopa } ss

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I hereby certify that the within  
instrument was filed and re-  
corded at request of

PIONEER NATIONAL TITLE INS. CO.

SEP 24 1980-8 00

in Docket 14708

on Page 891 - 898

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

*Bill Henry*

County Recorder

By *M. J. [Signature]*  
Deputy Recorder

4/00