

STATE OF ARIZONA, County of Maricopa, ss.

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

LANE TITLE &amp; TR. CO.

Page 701, 202, 244 Records of Maricopa County, Arizona.

WITNESS my hand and official seal the day and year first above written.

JAN 23 1961 - 8 00 AM

M. Dock # 3561

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N. C. "KELLY" MOORE County Recorder.

By *[Signature]* Deputy *[Signature]*

## DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

THAT LANE TITLE AND TRUST COMPANY, an Arizona corporation, as Trustee, being owner of all of the following described premises, situate within the County of Maricopa, State of Arizona, to-wit:

Lots One through Two Hundred Twenty-three (223) inclusive and Tracts A, B, C, D, D, F, G, H, and J, inclusive, TONTO HILLS, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 93 of Maps, page 5.

And desiring to establish the nature of the use and enjoyment thereof, does hereby declare said premises subject to the following express covenants, stipulations and restrictions as to the use and enjoyment thereof, all of which are to be construed as restrictive covenants running with the title to said premises and with each and every part and parcel thereof, to-wit:

1. No structure or building of any kind shall be commenced, placed or erected on any lot, tract or parcel of land in TONTO HILLS unless, and until, the design and location of such a building or other structure, and the kind of materials to be used therein, have been approved in writing by at least two members of Tonto Hills Architectural Control Committee. Tonto Hills Architectural Control Committee, as herein referred to, shall consist of the President, the Vice President, the Secretary and the Treasurer of Ironwood Land Company, an Arizona corporation, and such architect or engineer as may be appointed by them. Provided, however, that when seventy-five per cent (75%) or more of the land area of TONTO HILLS and such additions to the subdivision of TONTO HILLS as may then be in existence has been sold, the owners of TONTO HILLS land, and its additions, may organize a Tonto Hills Improvement Association and elect a Tonto Hills Architectural Control Committee at a meeting duly called for that purpose. Written notice of the time and place of such meetings shall be given at least ten (10) days before the date of the meeting by posting the notice in three locations within TONTO HILLS and its additions, such notice to be signed by the President or any ten members of Tonto Hills Improvement Association. The election of the committee shall be by majority vote of record owners of all lots and tracts in TONTO HILLS, and its additions, and the result thereof shall be certified to and recorded in the office of the County Recorder of Maricopa County by any two or more of the lot or tract owners. In event of death, resignation or incapacity of any member of the committee appointed under the terms of these restrictions, or elected herein provided, the remaining members of the committee shall have full power to appoint a new member to act in lieu of the deceased, resigned or incapacitated member or members.

2. In event of any ambiguity in a provision of these restrictions, the interpretation of the Architectural Control Committee as to the meaning intended shall prevail.

3. These covenants and restrictions are understood and agreed to be for the benefit of all lot or tract owners in TONTO HILLS and no change shall be made in any of them prior to June 5, 1980 (exception changes noted in paragraph "A" immediately following) unless such change is agreed to in writing by one hundred per cent (100%) of the then record owners of all said property; provided, however, that on and after June 5, 1980, these covenants and restrictions may be changed in whole, or in part, by the written consent recorded, of a majority of the record owners of all lots and tracts in TONTO HILLS; it being understood that as to property being sold on an installment contract, the seller and buyer shall be deemed to be one owner and both of said parties shall be required to give consent as to the changes in relation to the property involved in their agreement of sale.

A. It is to be understood that any person or persons, party or group buying of one or more of the Tonto Hills lots or tracts either commercial or residential, shall have no objection to the use of and rezoning of lot number 57 for commercial purposes, including horse stables and training facilities. It is also understood that any future sites for water wells, specified for unsold lots or, on previously purchased lots with current owners consent and permission, shall be permitted and granted application for rezoning under the classification of "Special Tract".

4. If there shall be a violation or threatened or attempted violation of any of the covenants, conditions, stipulations, or restrictions herein contained, it shall be lawful for any person owning real property situated in TONTO HILLS to institute proceedings in a court of competent jurisdiction against any person attempting or threatening to violate any such covenant, condition, restriction or stipulation and either to enjoin the person from doing so or to recover damages therefore. No failure of the trustee or any other person or party to enforce any of the restrictions, rights, reservations, limitations, covenants, and conditions contained herein shall, in any



conditions or stipulations, or any one or more of them, shall not affect the lien of any mortgage now on record, or which hereafter may be placed on record, upon said lots or tracts or any part thereof.

5. The purpose and intention of the said trustee in placing these restrictions of record is that they shall be binding upon all persons acquiring an interest in any lot, tract or parcel of land in TONTO HILLS, regardless of whether or not same are referred to in the deed of conveyance for said property.

6. No residence shall be erected, used or permitted to remain upon any of said lots which shall contain less than twelve hundred (1200) square feet of ground floor area, exclusive of open porches, pergolas, patios, stables, carports, or garages, whether or not they are attached to, or are adjacent to, said residence.

7. Nothing contained herein shall be so construed as to prevent the construction on any lot of one guest house, either attached to or separated from the main residence already constructed thereon, provided said guest house shall be for, and only used by, non-paying guests and constructed so as to conform architecturally to the main building providing the guest house shall be limited to three rooms and a bath and a two-car garage.

8. No portion of any residence or the other structure shall be placed or constructed within twenty-five (25) feet of the side line of any lot, except that in construing this restriction two or more lots owned and built upon by a single owner as one unit shall be construed as one lot; provided, that the restrictions of this paragraph shall not prevent the erection of garages, or other permitted auxiliary structures, on the rear one fourth of any residential lot, provided the same shall not be closer than four feet to the lot line and do not encroach on any easement.

9. No building of any kind shall be placed, erected or permitted to exist within fifty (50) feet of the front or street side of any residential lot.

10. No structure shall ever be erected or placed on any residential lot in TONTO HILLS which is designed for or adaptable to use as, or actually for, any business purpose whatever, including, but not limited to, lodging, rooming, or boarding house, sanitarium, hotel, club, hospital, store, or shop. Provided, however, that TONTO HILLS has been particularly planned and laid out as a town attractive to artists, and nothing in this paragraph shall be so construed as to prevent any artist from pursuing his artistic calling upon his premises, provided, further, however, that this exception shall not permit advertising or offering for sale artistic products upon residential lots.

11. No temporary building, shack, tent, trailer, or unsightly structure shall ever be erected or maintained in TONTO HILLS; provided that nothing herein contained shall prevent the erection of a temporary shop or office structure by a contractor or builder during the actual bona fide construction of a permitted structure upon the premises. No garage, stable, or guest house, shall be commenced or erected on any lot until the construction of the main building complying with these restrictions shall have been started thereon.

12. No billboard, sign board, or advertising of any kind shall be erected, placed, or permitted on any residential lot, except a sign not larger than five (5) feet square advertising that the premises are for rent or sale, and except that a general sales sign shall be permitted on Lots 181, 213, 54 and Tract "E" during the years 1961, 1962 & 1963.

13. No residential lot shall be resubdivided smaller than shown or delineated on the original plat of TONTO HILLS, but nothing herein contained shall be so construed as to prevent the use of one lot and a fraction of an adjoining lot as one unit or building site after which time said whole lot and adjacent part of the lot shall, for the purpose of these restrictions, be considered as one lot.

14. No more than four (4) horses shall be maintained on any of said lots at any time and further, all stables and/or corrals shall be located in the rear one half (1/2) of said lots. Further, all stables, corrals, fencing and/or anything constituting a shelter or an enclosure for horses must be built in a workmanlike manner and in such style and from such materials as will blend with the balance of the construction on said lot. All other pets of any kind whatsoever must have written permission from the Tonto Hills Improvement Association.

15. No fence or walls, other than the wall of the building constructed on any residential lot, shall be more than six (6) feet in height.

16. All public utility lines and wires, desired by the owner of any lot shall be brought to their place of usage from the place where provided at, or near the lot line, by the utility company underground and not overhead, except by permission of the Architectural Control Committee.



17. The area of TOWTO HILLS within the section created by lots 201 to 223 inclusive is designed, planned and laid out as a high class business section and to that end is particularly restricted as to its use and enjoyment as hereinafter set out:

a. No service garage, automobile repair shops or service stations shall be permitted on any lot except lots 211 and 212 and 213 and 214, provided, however, that this restriction shall not prevent the installation and operation of not to exceed two gasoline dispensing pumps on another business lot as a necessary or desirable adjunct to the principal business conducted thereon, and provided further that such an auxiliary gasoline pump may be placed on Tracts "E", lot 57 and Tract "A".

b. Unless so placed as to be at least fifty (50) feet from the side or rear line of such lot, no building of wood or frame construction shall be placed or erected on any business lot.

c. No business lot shall be resubdivided into lots, any one of which shall be smaller than the smallest original business lot in TOWTO HILLS.

d. Immediately following the construction of any business building, there shall be constructed at the rear thereof a fireproof rubbish kiln and garbage container and neither rubbish, waste paper, packing boxes or garbage shall be permitted on any lot, nor in the alley adjacent thereto except in such containers.

e. It shall be the obligation of each business lot owner to maintain his lot and the alley at the rear thereof to the center line in a clean and sanitary manner, and the alley in an unobstructed and easily traversable condition.

f. To the end that the business district will present a pleasing and harmonious appearance, no signs shall be erected which will extend above the building on the lot on which placed, nor which will project at an angle from the building toward the street, but all thereof shall be placed flat against the building unless otherwise approved in writing by the Architectural Control Committee. Furthermore, the Architectural Control Committee may establish a form and type of sign to be used on any block of business lots which will differ from that permitted on any other street or block of lots, and no sign may be erected or painted on any business building until the approval of the Architectural Control Committee thereto has been secured.

g. No business building shall be constructed any portion of which is closer than ten (10) feet to the front lot line.

18. Any and all water, fuel and gas and/or other tanks or receptacles not buried below the surface of the ground shall be completely screened by shrubbery or lattice, excepting Water Company tanks, etc.

19. All garbage, trash or other waster materials shall not be burned or disposed of on said premises.

20. No poultry shall be kept on any of the said lots in TOWTO HILLS.

21. No lot shall be used or allowed to become in such condition as to depreciate the value of adjacent property.

22. In event any provision hereof shall be held to be void and of no effect, such holding shall not effect the validity of any other provision hereof.

IN WITNESS WHEREOF, the LANE TITLE & TRUST COMPANY, as Trustee, has hereunto caused its corporate name to be signed and its corporate seal to be affixed and the same to be attested by the signatures of its duly authorized officers, this 20th day of January, 1961.

LANE TITLE & TRUST COMPANY  
BY: *Thomas B. Preston*  
Vice President  
ATTEST: *Glenn Ginn*  
Assistant Secretary

STATE OF ARIZONA }  
COUNTY OF MARICOPA } ss.

On this, the 20th day of January, 19 61 before me, the undersigned officer, personally appeared Thomas B. Preston and Glenn Ginn

who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of the LANE TITLE & TRUST COMPANY, a corporation, and that they as such officers respectively, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation, as Trustee, by themselves as such officers respectively.  
In witness whereof I have hereunto set my hand and official seal.



STATE OF ARIZONA, County of Maricopa, ss. I do hereby certify that the within instrument was filed and recorded as required on APR 20 1961 - 8 00 AM. Records of Maricopa County, Arizona. N. KELLY MOORE, Notary Public

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Page 259

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AMENDMENT TO DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That LAKE TITLE & TRUST COMPANY, an Arizona corporation, as Trustee, being the owner of all of the following described premises, situate within the County of Maricopa, State of Arizona, to-wit:

Lots One (1) through Two Hundred Twenty-three (223), inclusive, and Tracts A, B, C, D, E, F, G, H, and J, inclusive, TONTO HILLS, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 93 of Maps, page 5.

And having heretofore placed of record the original Declaration of Restrictions as recorded in Docket 3561, at page 201, and which original Restrictions as applicable to the above described property, is now to be amended only in the respects as set forth below.

- 1. The property description as shown in the original Restrictions is in error, in that said description shows two Tract D's and no Tract E, wherein there should be one Tract D and one Tract E and said description should be as hereinabove set forth.
2. The said Declaration of Restrictions are also further amended to include a subparagraph (h) under the main paragraph 17 in the original restrictions and the said subparagraph (h) is to read as follows:

(h) The Sections created by and designated as Tracts F, G, H and J, are particularly restricted for use as driveways and parking areas for use in connection with the lots as follows:

- A. Tract F for Lots 201 through 208 inclusive,
B. Tract G for Lots 209 through 212 inclusive,
C. Tract H for Lots 213 through 218 inclusive,
D. Tract J for Lots 219 through 223, inclusive,

3. All of the other terms and conditions as contained in the said two original Declaration of Restrictions as described more specifically hereinabove shall remain in full force and effect except as to the deletion and additions as provided for in this Amendment to each of those original Declarations.

IN WITNESS WHEREOF, LAKE TITLE & TRUST COMPANY, an Arizona corporation, as Trustee, has hereunto caused its corporate name to be signed and its corporate seal to be affixed and the same to be attested by its duly authorized officers, this 17th day of April, 1961.

LAKE TITLE & TRUST COMPANY, as Trustee,

By: [Signature] Vice President

ATTEST: [Signature] Assistant Secretary

STATE OF ARIZONA )
: ss.
County of Maricopa )

On this, the 17th day of April, 1961, before me, the undersigned officer, personally appeared D.F. Adams and Glenn Gann and they acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of LAKE TITLE & TRUST COMPANY, an Arizona corporation, and that, as such officers respectively, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation, as Trustee, by themselves as such officers, respectively.

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



[Signature] Notary Public