

WHEN RECORDED RETURN TO:
MINNESOTA TITLE COMPANY
3003 North Central Avenue
Phoenix, AZ 85012
Trust No.: 1550

DKT 1231

DECLARATION OF RESTRICTIONS

PROP RSTR (PFR)

KNOW ALL MEN BE THESE PRESENTS:

THAT MINNESOTA TITLE COMPANY, an Arizona corporation, as Trustee being the owner of the following premises situated in the County of Maricopa, State of Arizona, to-wit:

Lots 140 through 214, CAMELOT VILLAGE UNIT THREE according to the plat record in the office of the County Recorder or Maricopa County, Arizona, in Book 191, Page 20.

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 restricted covenants, running with the title to said premises and with each and every part and parcel thereof, to-wit:

1. Lots 140 through 214, CAMELOT VILLAGE UNIT THREE, shall be known and described as single family residential building lots.
2. No garage or other outbuilding whatsoever shall be erected on any of said residential lots until a dwelling house shall have been erected or until a contract with a reliable and responsible contractor shall have been entered into for the construction of a dwelling which shall comply with the restrictions as herein contained. Prior to the erection of or after the erection of such dwelling house, no garage or other outbuilding shall be used for residential purposes, PROVIDED, HOWEVER, that this restriction shall not prevent the inclusion of a guest or servant quarters in such outbuilding.
3. No structure shall be erected, altered or permitted to remain on any of said residential lots other than on detached single-family dwellings not to exceed two stories in height and a private garage or carport, and a guest house and servants quarters.
4. No single-family dwelling house having a reasonable cost of less than \$15,000.00 and having a ground floor level of less than fourteen hundred (1,400) square feet, exclusive of open porches, pergolas or attached garage shall be erected, permitted or maintained on any of said lots.
5. The front walls of any dwelling house or other building shall not be closer than twenty (20) feet nor farther than forty (40) feet from the front property line. The side walls of any building erected on said lots shall not be nearer than five (5) feet to the side lot line, and open carports with frame storage rooms attached or detached to the masonry wall, shall not be nearer than three (3) feet to the side lot line; PROVIDED, HOWEVER, that this restriction shall not apply to a garage or guest house located on the rear one-third of a lot. All set-backs shall comply with City of Tempe zoning regulations.
6. For the purpose of maintaining roads, any general plantings within the road area, and any other beautification features within said subdivision for the general use and benefit of all lot owners, each and every lot owner, in accepting a deed or contract for any lot in said subdivision agrees to become a member of any mutual improvement and maintenance association which may be organized among said subdivision owners, either formally or informally; it being understood that such association shall be operated and conducted on a strictly cooperative and non-profit basis.

I do hereby certify that the within named instrument was recorded at request of Minnesota Title Company
 JUL 13 1977 8 00 Docket 12314 177-178 Maricopa Co., Arizona
 TOM FREEMAN, Maricopa County Recorder
Jerry King Deputy

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7. The mutual improvement and maintenance association shall have the right to enter on or upon any lots to remove, clean up or burn grass, weeds, trim trees, and keep the property in a neat and good order, and to make and collect charges therefor, which shall be a lien of said lot, EXCEPT, as to bona fide real property mortgage executed in good faith, and in said association or any officer or agent thereof shall not thereby be deemed guilty of any manner of trespass.
8. The foregoing restrictions and covenants run with the land and shall be binding on all persons owning any of said lots in CAPELOT VILLAGE UNIT THREE, until July, 2000, at which time said covenants shall be automatically extended for a successive period of ten years each, unless by a vote of a majority of the owners of the said lots in said CAMELOT VILLAGE UNIT THREE, it is agreed to change said covenants in whole or in part.

Deeds of conveyance of said property or any part thereof, may contain the above restrictive covenants by reference to this document, but whether or not such reference is made in such deeds each and all such restrictive covenants shall be valid and binding upon the respective grantees. Violation of any one or more of such covenants may be restrained by any court of competent jurisdiction and damage awarded against such violator; provided, however, that a violation of these restrictive covenants, or any one or more of them, shall not affect the lien of any mortgage now of record, or which may be placed of record upon said lots or any part thereof.

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

IN WITNESS WHEREOF, MINNESOTA TITLE COMPANY, an Arizona corporation, as Trustee, has hereunto caused its corporate ^(Unofficial Document) to be signed, and its corporate seal to be affixed, and the same to be attested by signature of its duly authorized officer, this 11 day of July, 1977.

MINNESOTA TITLE COMPANY, as Trustee

By: Benny Gonzales
Trust Officer

STATE OF ARIZONA }
COUNTY OF MARICOPA } ss.

On this, the 11th day of July, 19 77.

before me, the undersigned officer, personally appeared Benny Gonzales who acknowledged himself to be the Trust Officer of MINNESOTA TITLE COMPANY, an Arizona corporation, as Trustee, 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 Trustee by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
Charlotte Martenson
Notary Public

My commission will expire 3-17-79