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Document

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

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## DECLARATION OF RESTRICTION

for

VILLA DE CORTÉZ TOWNHOUSES 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:

Lots 1 thru 16 inclusive, and Tracts A, B, C, D, E, & F, VILLA DE CORTÉZ 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 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 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.
3. 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 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 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 CORTÉZ TOWNHOUSES 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 boats 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 cans, incinerators, clotheslines and areas for the storage of equipment or woodpiles shall be kept screened by an adequate planting or fencing so as to conceal the same from the adjacent lots, tracts and/or streets.

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THESE RESTRICTIONS ARE BEING RE-RECORDED TO CORRECT THE PAGE NUMBER OF THE BOOK OF MAPS IN WHICH THE PLAT OF VILLA DE CORTÉZ TOWNHOUSES AMENDED 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 De Cortez Townhouses Homeowners' 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 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 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 public 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, antenna, broadcasting tower or other structure shall be commenced, erected or maintained until the plans and specifications showing the nature, kind, shape, color, height, material, floor plans, locations and approximate costs of such structure shall have been submitted 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 unreasonably 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 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, fence, 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 walls constructed within VILLA DE CORTAZ TOWNHOUSES AMENDED

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 Townhouses Homeowners' 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 damaged or destroyed through the act or acts of any adjoining owner, or his agents, servants, guests or members of his family, whether such act is willful, negligent or accidental, such owner shall forthwith proceed without cost to the other adjoining owner, to rebuild or repair same to as good a condition as formerly. 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 Villa De Cortez Townhouses Homeowners' 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, servants, 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 Townhouses Homeowners' 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-Laws of Villa De Cortez Townhouses Homeowners' 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 disagreement, and the third appointed by the two so chosen. If, within five days, the two cannot agree upon a third arbitrator, then the third arbitrator shall be any judge of the Maricopa County Superior Court. A determination of the matter signed by any two of the three arbitrators shall be binding upon all persons.

g. No private agreement of any adjoining property owners shall modify or abrogate any of these restrictive covenants or the obligations, rights, duties and limitations set forth upon the individual property owners by reason of the Articles of Incorporation of Villa De 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 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 Homeowners' Association, Inc., a non-profit corporation, organized under and by virtue of the laws of the State of Arizona governing non-profit corporations, shall acquire and hold title to 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 Development. The property acquired by said corporation shall be set aside and maintained 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.

12. Ownership of lots or parcels in VILLA DE CORTEZ TOWNHOUSES AMENDED shall be evidenced by a deed to said lots or parcels. Villa De Cortez Townhouses Homeowners' 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 commonly held areas, if any. Ownership of a parcel in VILLA DE CORTEZ TOWNHOUSES 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 time as all the lots and parcels in VILLA DE CORTEZ TOWNHOUSES AMENDED have been conveyed by USLIFE TITLE COMPANY of Arizona, as Trustee, to the purchasers thereof, all rights and authority herein granted to Villa De Cortez Townhouses Homeowners' Association, Inc. shall remain in Roy R. Brockbank (unless Roy R. Brockbank prior to the time all lots and parcels in VILLA DE CORTEZ TOWNHOUSES AMENDED have been conveyed, elects to relinquish and/or delegate all or part of such rights and authority to Villa De Cortez Townhouses Homeowners' 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 together with the duties hereunder (or the portion so delegated, if prior to the time all the lots and parcels have been conveyed) wherever applicable shall be held and exercised by Villa De Cortez Townhouses Homeowners Association, Inc., its officers and Board. Roy R. Brockbank

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reserves to himself until such time as he shall have conveyed, relinquished, or delegated his authority to Villa De Cortez Townhouses Homeowners' 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 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 welfare of the property owners in the VILLA DE CORTEZ TOWNHOUSES AMENDED Sub-Lot Development and shall manage and maintain the private road, walks, playgrounds, recreation areas, including swimming pool and all other commonly held facilities and property in said Sub-Lot Development. In addition, the Villa De Cortez Townhouses Homeowners' Association shall maintain the landscaping and care of the front yards only, including the replacement of shrubs and plants and the necessary watering, cutting, and trimming. The 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 for the maintenance and care of his back yards, court yard, and patio. The Villa De Cortez Townhouses Homeowners' Association shall do all other necessary things as set forth in the Articles of Incorporation and By-Laws of Villa De Cortez Townhouses Homeowners' Association, Inc. and as more particularly set forth in this Declaration.

14. Tract F of VILLA DE CORTEZ TOWNHOUSES AMENDED comprising the private road in said Sub-Lot Development, shall be owned, managed, operated, and maintained by the 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 shall assume the maintenance thereof.

15. Tract F in VILLA DE CORTEZ TOWNHOUSES AMENDED 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 Sub-Lot 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 TOWNHOUSES AMENDED shall be owned, managed, operated and maintained for the use and benefit of all shareholders in Villa De Cortez Townhouses Homeowners' 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 Townhouses Homeowners' Association, Inc. together with the rules and regulations promulgated 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 CORTEZ TOWNHOUSES AMENDED shall be entitled to one (1) share of capital stock in Villa De Cortez Townhouses Homeowners' 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 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 members of the corporation. The rights, obligations, and restrictions with respect to said stock and the holders thereof, including but not limited to the assignment,

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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 Townhouses Homeowners' Association, Inc. shall develop, maintain, and otherwise operate and manage tracts A, B, C, D, E, and F, as shown on the plat of said Sub-Lot Development 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 mortgaged, the mortgagee 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 Villa De Cortez Townhouses Homeowners' Association. The insurance company shall be determined by the Board and shall have a AAAA rating as listed in Bests Insurance Manual.

20. The owner or owners of record of each lot or parcel in said VILLA DE CORTAZ TOWNHOUSES AMENDED shall pay to Villa De Cortez Townhouses Homeowners' 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 Townhouses Homeowners' Association, Inc. of all improvements, repairs, maintenance, insurance, taxes and management and related expenses required herein;

b. Owner's prorata 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 prorata 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 lien upon said lot or parcel, upon Villa De Cortez Townhouses Homeowners' Association, Inc. causing to be filed in the office of the County Recorder of Maricopa County, Arizona, an affidavit of nonpayment of such invoice in the form of a materialman'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 nonpayment 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 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 mortgage 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 accrued 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 accrue 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 and all other remedies at law or in equity that said corporation Villa De Cortez Townhouses 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 Villa De Cortez Townhouses 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 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 Cortez Townhouses Homeowners' Association, Inc. any right to enter into or inside of any building located on any parcel without the consent of the owner thereof.

23. No share of stock in Villa De Cortez Townhouses Homeowners' Association, Inc. held by the owner of a lot or parcel in said VILLA DE CORTAZ TOWNHOUSES APARTS 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 mortgagee of said parcel pursuant to this Declaration and the Articles of Incorporation and By-Laws of Villa De Cortez Townhouses Homeowners' Association, Inc., or (2) upon such other conditions as set forth in Articles of Incorporation and the By-Laws of Villa De Cortez Townhouses Homeowners' 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 notice in writing of any intended sale, transfer, conveyance, lease or sub-lease, together with application on a form prescribed by the Board and completed 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 CORTAZ TOWNHOUSES APARTS, acquired by it without further or other authorization. In the event that Villa De Cortez Townhouses Homeowners' 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 Villa De Cortez Townhouses Homeowners' Association, Inc. or its successor in accordance with the provision of this paragraph, and that Villa De Cortez Townhouses 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 VILLA DE CORTAZ TOWNHOUSES APENNED 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 Townhouses Homeowners' Association, Inc. and/or by the owner or owners of any lot or parcel in the Sub-lot 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 acquired 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, notwithstanding the lien or existence of any deed of trust or mortgage. All instruments of conveyance of any interest in all or any part of said Sub-lot Development shall contain reference to this instrument and shall be subject to the covenants, restrictions, reservations and conditions herein as fully as though the terms and conditions of this instrument were therein set forth in full, provided, however, that the terms and conditions of this instrument shall be binding upon all persons affected by its terms, whether in such instruments of conveyance express reference is made to this 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 deemed 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 parcel in said Sub-lot Development to 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 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 Development to 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 in said Sub-lot Development to any person or party by Villa De Cortez Townhouses Homeowners' Association, Inc., an Arizona corporation, or (e) a sale, transfer or conveyance of any lot or parcel in said Sub-lot Development to 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 Sub-lot Development.



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29. Wherever the words "stockholder" or "members" are used herein with reference to ownership or membership in Villa De Cortez Townhouse 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 covenants, restrictions, reservations and conditions shall remain in full force and effect for a period of ten (10) years from the date hereof. Thereafter, they shall be deemed to have been renewed for successive terms of five (5) years, unless revoked or amended by an instrument in writing, executed and acknowledged by the owner of not less than a majority of the lots and parcels in said Sub-lot Development which said instrument shall be recorded in the office of the Recorder of Maricopa County, Arizona, within ninety (90) days prior to the expiration of the initial effective period hereof or any five-year extension.

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 Maricopa County, Arizona, covering 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 1.

Dated this 27th day of March, 1973.

USLIFE TITLE COMPANY of Arizona, as Trustee

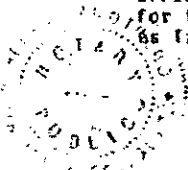
BY: Charles J. DeBarr  
Charles J. DeBarr Trust Officer

Notarial Document

STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

On this the 18 day of April, 1973, before me, the undersigned officer, personally appeared Charles J. DeBarr who acknowledged himself to be the Senior Trust Officer of USLIFE TITLE 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 trustee, by himself as such officer.

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



Helen Brotherton  
Notary Public

My commission expires:  
Oct 19, 1975

STATE OF ARIZONA }  
County of Maricopa } ss.  
I hereby certify that the within instrument was filed and recorded at request of  
USLIFE TITLE COMPANY OF ARIZONA  
APR 4 1973 11 52  
in Docket 10076  
on page 18-67-1277  
Witness my hand and official seal the day and year above said.  
\_\_\_\_\_  
County Recorder

STATE OF ARIZONA }  
County of Maricopa } ss.  
I hereby certify that the within instrument was filed and recorded at request of  
USLIFE TITLE COMPANY OF ARIZONA  
APR 18 1973 8 00AM  
in Docket 10096  
on page 102-110  
Witness my hand and official seal the day and year above said.  
\_\_\_\_\_  
County Recorder

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DocumentAMENDMENTS  
DECLARATION OF RESTRICTIONS #  
forVILLA DE CORTEZ TOWNHOUSES, a Sub-Lo

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situate within the County of Maricopa, State of Arizona:

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of Maricopa County, Arizona, in Book 153 of Maps, page  
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thereof, does hereby declare said property subject to the following  
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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.
3. 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 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 treat-  
ment 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, OVER 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 in-  
operable 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.

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DKT 15797 PG 651

STATE OF ARIZONA )  
                          ) ss  
COUNTY OF MARICOPA )

This instrument was acknowledged before me this 28<sup>th</sup>  
day of JAN 1982 by Ronald T. Lavit, president of  
RONALD T. LAVIT  
Villa De Cortez Townhouse Association.

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

*[Signature]*  
NOTARY PUBLIC  
My Commission Expires Sept. 8, 1983  
*[Notary Seal]*

JAN 29 1982 - 11 30

Unofficial Document

STATE OF ARIZONA )  
County of Maricopa ) ss

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

Villa De Cortez Townhouse Assn.

In Docket 15797  
on page 650-651

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

Bill Henry

County Recorder  
Deputy Recorder

*[Signature]*

300

VILLA DE CORTEZ  
6519 N. 12 PLACE  
PHOENIX, AZ 85014  
ATT. R. LAVIT

# Unofficial Document

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

001100761269

## DECLARATION OF RESTRICTIONS

for

VILLA DE CORTEZ TOWNHOUSES 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:

Lots 1 thru 16 inclusive, and Tracts A, B, C, D, 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 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.

3. 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 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 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 CORTEZ TOWNHOUSES 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 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 cans, incinerators, clotheslines and areas for the storage of equipment or woodpiles shall be kept screened by an adequate planting or fencing so as to conceal the same from 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 Villa De Cortez Townhouses Homeowners' 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 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 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 public 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, antenna, broadcasting tower or other structure shall be commenced, erected or maintained until the plans and specifications showing the nature, kind, shape, color, height, material, floor plans, locations and approximate costs of such structure shall have been submitted 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 unreasonably 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 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, fence, 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 walls constructed within VILLA DE CORTAZ TOWNHOUSES ARENDED

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 each 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 Townhouses Homeowners' 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 damaged or destroyed through the act or acts of any adjoining owner, or his agents, servants, guests or members of his family, whether such act is willful, negligent or accidental, such owner shall forthwith proceed without cost to the other adjoining owner, to rebuild or repair same to as good a condition as formerly. 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 Villa De Cortez Townhouses Homeowners' 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, servants, 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 Townhouses Homeowners' 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-Laws of Villa De Cortez Townhouses Homeowners' 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 charging 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 so chosen. If, within five days, the two cannot agree upon a third arbitrator, then the third arbitrator shall be any judge of the Maricopa County Superior Court. A determination of the matter signed by any two of the three arbitrators shall be binding upon all persons.

g. No private agreement of any adjoining property owners shall modify or abrogate any of these restrictive covenants or the obligations, rights, duties and limitations set forth upon the individual property owners by reason of the Articles of Incorporation of Villa De 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 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 Homeowners' Association, Inc., a non-profit corporation, organized under and by virtue of the laws of the State of Arizona governing <sup>(See Back Document)</sup> 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-Lot Development. The property acquired by said corporation shall be set aside and maintained 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.

12. Ownership of lots or parcels in VILLA DE CORTAZ TOWNHOUSES AMENDED shall be evidenced by a deed to said lots or parcels. Villa De Cortez Townhouses Homeowners' 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 commonly held areas, if any. Ownership of a parcel in VILLA DE CORTAZ TOWNHOUSES 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 time as all the lots and parcels in VILLA DE CORTAZ TOWNHOUSES AMENDED have been conveyed by US LIFE TITLE COMPANY of Arizona, as Trustee, to the purchasers thereof, all rights and authority herein granted to Villa De Cortez Townhouses Homeowners' Association, Inc. shall remain in Roy R. Brockbank (unless Roy R. Brockbank prior to the time all lots and parcels in VILLA DE CORTAZ TOWNHOUSES AMENDED have been so conveyed, elects to relinquish and/or delegate all or part of such rights and authority to Villa De Cortez Townhouses Homeowners' 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 together with the duties hereunder (or the portion so delegated, if prior to the time all the lots and parcels have been so conveyed) wherever applicable shall be held and exercised by Villa De Cortez Townhouses Homeowners Association, Inc., its officers and Board. Roy R. Brockbank

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reserves to himself until such time as he shall have conveyed, relinquished, or delegated his authority to Villa De Cortez Townhouses Homeowners' 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 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 welfare of the property owners in the VILLA DE CORTEZ TOWNHOUSES AMENDED Sub-Lot Development and shall manage and maintain the private road, walks, playgrounds, recreation areas, including swimming pool and all other commonly held facilities and property in said Sub-Lot Development. In addition, the Villa De Cortez Townhouses Homeowners' Association shall maintain the landscaping and care of the front yards only, including the replacement of shrubs and plants and the necessary watering, cutting, and trimming. The 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 for the maintenance and care of his back yards, court yard, and patios. The Villa De Cortez Townhouses Homeowners' Association shall do all other necessary things as set forth in the Articles of Incorporation and By-Laws of Villa De Cortez Townhouses Homeowners Association, Inc. and as more particularly set forth in this Declaration.

14. Tract F of VILLA DE CORTEZ TOWNHOUSES AMENDED comprising the private road in said Sub-Lot Development shall be owned, managed, operated, and maintained by the 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 shall assume the maintenance thereof.

15. Tract F in VILLA DE CORTEZ TOWNHOUSES AMENDED 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 Sub-Lot 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 TOWNHOUSES AMENDED shall be owned, managed, operated and maintained for the use and benefit of all shareholders in Villa De Cortez Townhouses Homeowners' 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 Townhouses Homeowners' Association, Inc. together with the rules and regulations promulgated 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 CORTEZ TOWNHOUSES AMENDED shall be entitled to one (1) share of capital stock in Villa De Cortez Townhouses Homeowners' 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 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 members of the corporation. The rights, obligations, and restrictions with respect to said stock and the holders thereof, including but not limited to the assignment,



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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 Townhouses Homeowners' Association, Inc. shall develop, maintain, and otherwise operate and manage Tracts A, B, C, D, E, and F as shown on the plot of said Sub-lot Development thereon, 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 mortgaged, the mortgagee 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 Villa De Cortez Townhouses Homeowners' Association. The insurance company shall be determined by the Board and shall have a AAAAA rating as listed in Best's Insurance Manual.

20. The owner or owners of record of each lot or parcel in said VILLA DE CORTAZ TOWNHOUSES AMENDED shall pay to Villa De Cortez Townhouses Homeowners' 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 Townhouses Homeowners' Association, Inc. of all improvements, repairs, maintenance, insurance, taxes and management and related expenses required herein;

b. Owner's prorata 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 prorata 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 lien upon said lot or parcel, upon Villa De Cortez Townhouses Homeowners' Association, Inc. causing to be filed in the office of the County Recorder of Maricopa County, Arizona, an affidavit of nonpayment 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 nonpayment 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 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 mortgage 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 accrued 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 accrue 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 and all other remedies at law or in equity that said corporation Villa De Cortez Townhouses 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 Villa De Cortez Townhouses 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 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 Cortez Townhouses Homeowners' Association, Inc. any right to enter into or inside of any building on any parcel without the consent of the owner thereof.

23. No share of stock in Villa De Cortez Townhouses Homeowners' Association, Inc. held by the owner of a lot or parcel in said VILLA DE CORTAZ TOWNHOUSES AMENDED 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 mortgagee of said parcel pursuant to this Declaration and the Articles of Incorporation and By-Laws of Villa De Cortez Townhouses Homeowners' Association, Inc., or (2) upon such other conditions as set forth in Articles of Incorporation and the By-Laws of Villa De Cortez Townhouses Homeowners' 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 notice in writing of any intended sale, transfer, conveyance, lease or sub-lease, together with application on a form prescribed by the Board and completed 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 CORTAZ TOWNHOUSES AMENDED acquired by it without further or other authorization. In the event that Villa De Cortez Townhouses Homeowners' 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 Villa De Cortez Townhouses Homeowners' Association, Inc. or its successor in accordance with the provision of this paragraph, and that Villa De Cortez Townhouses 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 VILLA DE CORTEZ TOWNHOUSES APENDEO 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 Townhouses Homeowners' Association, Inc. and/or by the owner or owners of any lot or parcel in the Sub-lot Development law or in equity, to recover damages, obtain an injunction, or have granted any other right or remedy, provided, however, that any breach of said covenants, restrictions, reservations and conditions or any right of re-entry by reason thereof, shall not defeat or affect the lien of any mortgage or deed of trust made in good faith and for value upon said land, but except as hereinafter provided, each and all of said covenants, restrictions, reservations and conditions shall be binding upon and effective against any owner of said premises whose title thereto is acquired by 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, notwithstanding the lien or existence of any deed of trust or mortgage. All instruments of conveyance of any interest in all or any part of said Sub-lot Development shall contain reference to this instrument and shall be subject to the covenants, restrictions, reservations and conditions herein as fully as though the terms and conditions of this instrument were therein set forth in full, provided, however, that the terms and conditions of this instrument shall be binding upon all persons affected by its terms, whether in such instruments of conveyance express reference is made to this 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 deemed 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 parcel in said Sub-lot Development to any person or party pursuant to judicial process with reference to a judgment 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 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 Development to 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 in said Sub-lot Development to any person or party by Villa De Cortez Townhouses Homeowners' Association, Inc., an Arizona corporation, or (e) a sale, transfer or conveyance of any lot or parcel in said Sub-lot Development to Roy R. Brockman or to US LIFE 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 Sub-lot Development.

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29. Wherever the words "stockholder" or "members" are used herein with reference to ownership or membership in Villa De Cortez Townhouses 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 covenants, restrictions, reservations and conditions shall remain in full force and effect for a period of ten (10) years from the date hereof. Thereafter, they shall be deemed to have been renewed for successive terms of five (5) years, unless revoked or amended by an instrument in writing, executed and acknowledged by the owner of not less than a majority of the lots and parcels in said Sub-lot Development, which said instrument shall be recorded in the office of the Recorder of Maricopa County, Arizona, within ninety (90) days prior to the expiration of the initial effective period hereof or any five-year extension.

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 Maricopa County, Arizona, covering Lots 1 thru 16 inclusive, and Tracts A, B, C, D, E, and F, VILLA DE CORTIZ 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 March, 1973.

USLIFE TITLE COMPANY of Arizona, as Trustee

Unofficial Document

BY: Charles J. DeBarr Trust Officer

STATE OF ARIZONA )  
County of Maricopa ) ss.

On this the 27th day of April, 1973, before me, the undersigned officer, personally appeared Charles J. DeBarr who acknowledged himself to be the Senior Trust Officer of USLIFE TITLE 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 trustee, by himself as such officer.

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



Helen Prockers  
Notary Public

My commission expires:

Oct 19, 1975

STATE OF ARIZONA )  
County of Maricopa ) ss.

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

USLIFE TITLE COMPANY OF ARIZONA

APR 4 1973-11 50  
in Docket 10076

on page 12, 19, 1277  
Witness my hand and official seal the day and year above said.

Notary Public  
County Recorder  
By Mae [Signature]  
1/00

Unofficial  
Document

381445

AMENDMENTS  
DECLARATION OF RESTRICTIONS #4  
forVILLA DE CORTEZ TOWNHOUSES, a Sub-Lot

KNOW ALL MEN BY THESE PRESENTS:

DKT 15653 26

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 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 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.
3. 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 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.*

6515 North 12 Way

Phoenix Arizona

85014

DKT 15653 PG 27

NOV 19 1981 -2 00

STATE OF ARIZONA }  
County of Maricopa }

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

Louis Cahn

Unofficial Document

in Docket 15653

on page 26 - 27

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

Bill Henry

County Recorder

[Signature]

Deputy Recorder

300

AMENDMENTS  
DECLARATION OF RESTRICTIONS #

Unofficial  
Document

for  
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 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 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.
3. 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 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, OVER 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

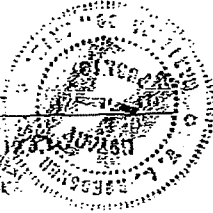
DKT 15797 PG 651

STATE OF ARIZONA )  
                          ) SS  
COUNTY OF MARICOPA )

This instrument was acknowledged before me this 28<sup>th</sup>  
day of JAN 1982 by Ronald G. Lavit, president of  
RONALD G LAVIT  
Villa De Cortez Townhouse Association.

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

*[Signature]*  
NOTARY PUBLIC



my Commission Expires Sept. 8, 1983

JAN 29 1982 - 11 30

Unofficial Document

STATE OF ARIZONA )  
County of Maricopa ) SS

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

Villa De Cortez Townhouse Assn.

In Docket 15797  
on page 650-651

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

*Bill Henry*

County Recorder  
*[Signature]*  
Deputy Recorder

300

VILLA DE CORTEZ  
6519 N. 12 PLACE  
PHOENIX, AZ 85014  
ATT. R. LAVIT



# Unofficial Document

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

0012076:1269

## DECLARATION OF RESTRICTIONS

for

### VILLA DE CORTEZ TOWNHOUSES 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:

Lots 1 thru 16 inclusive, and Tracts A, B, C, D, 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 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.
3. 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 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 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 CORTEZ TOWNHOUSES 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 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 cans, incinerators, clotheslines and areas for the storage of equipment or woodpiles shall be kept screened by an adequate planting or fencing so as to conceal the same from 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 Villa De Cortez Townhouses Homeowners' 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 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 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 public 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, antenna, broadcasting tower or other structure shall be commenced, erected or maintained until the plans and specifications showing the nature, kind, shape, color, height, material, floor plans, locations and approximate costs of such structure shall have been submitted 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 unreasonably 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 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, fence, 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 walls constructed within VILLA DE CORTAZ TOWNHOUSES APENED

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 Townhouses Homeowners' 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 damaged or destroyed through the act or acts of any adjoining owner, or his agents, servants, guests or members of his family, whether such act is willful, negligent or accidental, such owner shall forthwith proceed without cost to the other adjoining owner, to rebuild or repair same to as good a condition as formerly. 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 <sup>Unofficial Document</sup> Villa De Cortez Townhouses Homeowners' 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, servants, 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 Townhouses Homeowners' 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-Laws of Villa De Cortez Townhouses Homeowners' 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 disagreement, and the third appointed by the two so chosen. If, within five days, the two cannot agree upon a third arbitrator, then the third arbitrator shall be any judge of the Maricopa County Superior Court. A determination of the matter signed by any two of the three arbitrators shall be binding upon all persons.

g. No private agreement of any adjoining property owners shall modify or abrogate any of these restrictive covenants or the obligations, rights, duties and limitations set forth upon the individual property owners by reason of the Articles of Incorporation of Villa De 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 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 Homeowners' Association, Inc., a non-profit corporation, organized under and by virtue of the laws of the State of Arizona governing <sup>Official Document</sup> 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-Lot Development. The property acquired by said corporation shall be set aside and maintained 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.

12. Ownership of lots or parcels in VILLA DE CORTAZ TOWNHOUSES AMENDED shall be evidenced by a deed to said lots or parcels. Villa De Cortez Townhouses Homeowners' 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 commonly held areas, if any. Ownership of a parcel in VILLA DE CORTAZ TOWNHOUSES 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 time as all the lots and parcels in VILLA DE CORTAZ TOWNHOUSES AMENDED have been conveyed by USLIFE TITLE COMPANY of Arizona, as Trustee, to the purchasers thereof, all rights and authority herein granted to Villa De Cortez Townhouses Homeowners' Association, Inc. shall remain in Roy R. Brockbank (unless Roy R. Brockbank prior to the time all lots and parcels in VILLA DE CORTAZ TOWNHOUSES AMENDED have been so conveyed, elects to relinquish and/or delegate all or part of such rights and authority to Villa De Cortez Townhouses Homeowners' 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 together with the duties hereunder (or the portion so delegated, if prior to the time all the lots and parcels have been so conveyed) wherever applicable shall be held and assured by Villa De Cortez Townhouses Homeowners Association, Inc., its officers and Board. Roy R. Brockbank

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reserves to himself until such time as he shall have conveyed, relinquished, or delegated his authority to Villa De Cortez Townhouses Homeowners' 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 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 welfare of the property owners in the VILLA DE CORTEZ TOWNHOUSES AMENDED Sub-Lot Development shall manage and maintain the private road, walks, playgrounds, recreation areas, including swimming pool and all other commonly held facilities and property in said Sub-Lot Development. In addition, the Villa De Cortez Townhouses Homeowners' Association shall maintain the landscaping and care of the front yards only, including the replacement of shrubs and plants and the necessary watering, cutting, and trimming. The 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 for the maintenance and care of his back yards, court yard, and patios. The Villa De Cortez Townhouses Homeowners' Association shall do all other necessary things as set forth in the Articles of Incorporation and By-Laws of Villa De Cortez Townhouses Homeowners' Association, Inc. and as more particularly set forth in this Declaration.

14. Tract F of VILLA DE CORTEZ TOWNHOUSES AMENDED comprising the private road in said Sub-Lot Development, shall be owned, managed, operated, and maintained by the 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 shall assume the maintenance thereof.

15. Tract F in VILLA DE CORTEZ TOWNHOUSES AMENDED 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 Sub-Lot 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 TOWNHOUSES AMENDED shall be owned, managed, operated and maintained for the use and benefit of all shareholders in Villa De Cortez Townhouses Homeowners' 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 Townhouses Homeowners' Association, Inc. together with the rules and regulations promulgated 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 CORTEZ TOWNHOUSES AMENDED shall be entitled to one (1) share of capital stock in Villa De Cortez Townhouses Homeowners' 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 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 stockholders of the corporation. The rights, obligations, and restrictions with respect to said stock 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 Townhouses Homeowners' Association, Inc. shall develop, maintain, and otherwise operate and manage Tracts A, B, C, D, E, 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 mortgaged, the mortgagee 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 Villa De Cortez Townhouses Homeowners' Association. The insurance company shall be determined by the Board and shall have a AAAAA rating as listed in Bests Insurance Manual.

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 Homeowners' 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 Townhouses Homeowners' Association, Inc. of all improvements, repairs, <sup>(Official Document)</sup> maintenance, insurance, taxes and management and related expenses required herein;
- b. Owner's prorata 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 prorata 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 lien upon said lot or parcel, upon Villa De Cortez Townhouses Homeowners' Association, Inc. causing to be filed in the office of the County Recorder of Maricopa County, Arizona, an affidavit of nonpayment of such invoice in the form of a materialsman'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 nonpayment as hereinabove provided, in the manner provided by Arizona law for foreclosure of materialsman'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, (1) 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 mortgage 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 accrued 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 accrue 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 and all other remedies at law or in equity that said corporation Villa De Cortez Townhouses 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 Villa De Cortez Townhouses 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 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 Cortez Townhouses Homeowners' Association, Inc. any right to enter into or inside of any building <sup>on that Document</sup> on any parcel without the consent of the owner thereof.

23. No share of stock in Villa De Cortez Townhouses Homeowners' Association, Inc. held by the owner of a lot or parcel in said VILLA DE CORTAZ TOWNHOUSES AMENDED 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 mortgagee of said parcel pursuant to this Declaration and the Articles of Incorporation and By-Laws of Villa De Cortez Townhouses Homeowners' Association, Inc., or (2) upon such other conditions as set forth in Articles of Incorporation and the By-Laws of Villa De Cortez Townhouses Homeowners' 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 notice in writing of any intended sale, transfer, conveyance, lease or sub-lease, together with application on a form prescribed by the Board and completed 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 CORTAZ TOWNHOUSES AMENDED, acquired by it without further or other authorization. In the event that Villa De Cortez Townhouses Homeowners' 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 Villa De Cortez Townhouses Homeowners' Association, Inc. or its successor in accordance with the provision of this paragraph, and that Villa De Cortez Townhouses 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 VILLA 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 and/or an action may be brought by Villa De Cortez Townhouses Homeowners' Association, Inc. and/or by the owner or owners of any lot or parcel in the Sub-Lot Development at law or in equity, to recover damages, obtain an injunction, or have granted any other right or remedy, provided, however, that any breach of said covenants, restrictions, reservations and conditions or any right of re-entry by reason thereof, shall not defeat or affect the lien of any mortgage or deed of trust made in good faith and for value upon said land, but except as hereinafter provided, each and all of said covenants, restrictions, reservations and conditions shall be binding upon and effective against any owner of said premises whose title thereto is acquired by 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, notwithstanding the lien or existence of any deed of trust or mortgage. All instruments of conveyance of any interest in all or any part of said Sub-Lot Development shall contain reference to this instrument and shall be subject to the covenants, restrictions, reservations and conditions herein as fully as though the terms and conditions of this instrument were therein set forth in full, provided, however, that the terms and conditions of this instrument shall be binding upon all persons affected by its terms, whether in such instruments of conveyance express reference is made to this 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 deemed 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 parcel in said Sub-Lot Development to 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 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 Development to 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 in said Sub-Lot Development to any person or party by Villa De Cortez Townhouses Homeowners' Association, Inc., an Arizona corporation, or (e) a sale, transfer or conveyance of any lot or parcel in said Sub-Lot Development to Roy R. Brockbank 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 Sub-Lot Development.



10076:1277

29. Wherever the words "stockholder" or "members" are used herein with reference to ownership or membership in Villa De Cortez Townhouses 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 covenants, restrictions, reservations and conditions shall remain in full force and effect for a period of ten (10) years from the date hereof. Thereafter, they shall be deemed to have been renewed for successive terms of five (5) years, unless revoked or amended by an instrument in writing, executed and acknowledged by the owner of not less than a majority of the lots and parcels in said Sub-lot Development which said instrument shall be recorded in the office of the Recorder of Maricopa County, Arizona, within ninety (90) days prior to the expiration of the initial effective period hereof or any five-year extension.

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 Maricopa County, Arizona, covering 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 1.

Dated this 27th day of March, 1973.

USLIFE TITLE COMPANY of Arizona, as Trustee

Unofficial Document

BY: Charles J. DeBarr  
Charles J. DeBarr Trust Officer

STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

On this the 27th day of April, 1973, before me, the undersigned officer, personally appeared Charles J. DeBarr who acknowledged himself to be the Senior Trust Officer of USLIFE TITLE 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 Trustee, by himself as such officer.

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

Heleen Prockers  
Notary Public

My commission expires:

Oct 19, 1975

STATE OF ARIZONA  
County of Maricopa } ss

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

USLIFE TITLE COMPANY OF ARIZONA

APR 4 1973-11 50

in Docket 10076

on page 1269, 1277

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

Paul M. ...  
County Recorder

1/00



Unofficial  
Document

381445

AMENDMENTS  
DECLARATION OF RESTRICTIONS #4  
forVILLA DE CORTEZ TOWNHOUSES, a Sub-Lot

KNOW ALL MEN BY THESE PRESENTS:

DKT 15653 PG 26

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 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 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.
3. 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 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.*

6515 North 12 Way

Phoenix Arizona

85014

DKT 15653<sup>pg</sup> 27

NOV 19 1981 -2 20

STATE OF ARIZONA }  
County of Maricopa } ss

I hereby certify that the within instrument was read and recorded at request of.

*Louis Cahn*

Unofficial Document

in Docket 15653  
on page 26-27

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

*Bill Henry*

*Bill Henry*  
County Recorder  
Deputy

300