

COVENANTS, CONDITIONS & RESTRICTIONS

PREPARED FOR:



First American Title™

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PRECAUTIONS



YOU SHOULD BE **AWARE OF**

IN THE REAL ESTATE CLOSING PROCESS



DO NOT TRUST EMAILED INSTRUCTIONS

Fraudsters often use email to send falsified wire instructions to unsuspecting victims. Please warn your buyers and sellers to only follow wire instructions they receive personally from First American Title.

Additionally, we will not accept disbursement instructions for seller or buyer funds via email OR from any third party (attorney, real estate agent, etc).



ALTERNATIVE INSTRUCTIONS?

If your buyer or seller receives alternative wiring instructions that appear to be from First American Title, make sure they contact their escrow officer at a trusted phone number for confirmation.

Know that our wiring instructions do not change so any communication is suspect. Our banking institution is First American Trust.



WIRE FRAUD ALERT THINK DIFFERENTLY

Email-based, real estate fraud schemes are on the rise. One common scenario is altering wiring instructions with the intention of rerouting funds.

Keeping this in mind, First American Title is changing the way we receive payment information. It is imperative that we are familiar with the people in our transactions.

**RELYING ON EMAIL ALONE IS
NO LONGER AN OPTION.**

Thank you for joining First American Title in fostering a secure real estate transaction process. Have questions or concerns? Please contact our office or your escrow officer.

For more information please contact your First American representative.

www.firstam.com



First American Title™



*First American
Title Insurance Company*

LIMITATION OF LIABILITY FOR INFORMATIONAL REPORTS

IMPORTANT -- PLEASE READ CAREFULLY:

This report is not an insured product or service or a representation of the condition of title to real property. It is not an abstract, legal opinion, opinion of title, title insurance commitment or preliminary report, or any form of Title Insurance or Guaranty. This report is issued exclusively for the benefit of the Applicant therefor and may not be used or relied upon by any other person. This report may not be reproduced in any manner without First Americans prior written consent. First American does not represent or warrant that the information herein is complete or free from error, and the information herein is provided without any warranties of any kind, as-is, and with all faults. As a material part of the consideration given in exchange for the issuance of this report, recipient agrees that First Americans sole liability for any loss or damage caused by an error or omission due to inaccurate information or negligence in preparing this report shall be limited to the fee charged for the report. Recipient accepts this report with this limitation and agrees that First American would not have issued this report but for the limitation of liability described above. First American makes no representation or warranty as to the legality or propriety of recipient's use of the information herein.

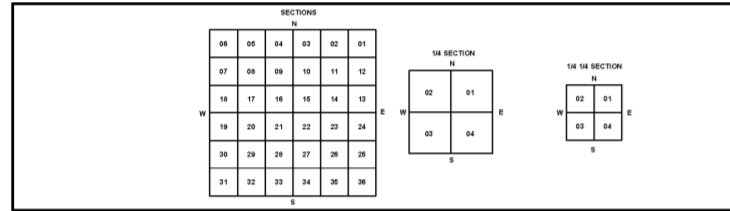
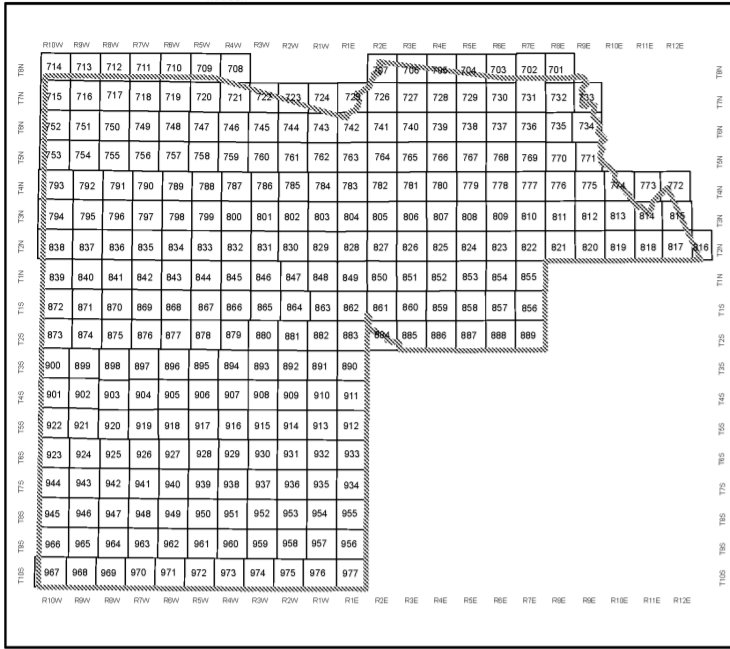
MARICOPA COUNTY

STATE OF ARIZONA

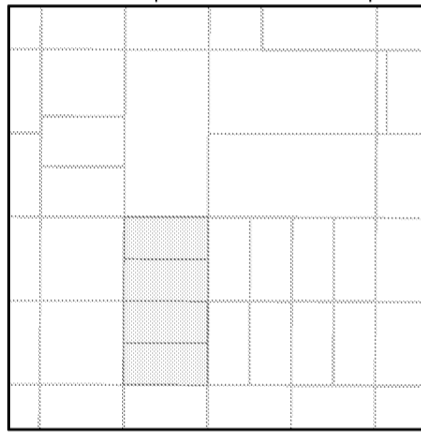
PT. SECTION 34 T07N R02E

726 - 34 - 04 - 01

TOWNSHIP & RANGE GRID SECTION NUMBER 1/4 SECTION NUMBER 1/4 1/4 SECTION NUMBER



Parcels updated within this map



MARICOPA COUNTY ASSESSOR'S OFFICE
 301 W. Jefferson Street
 Phoenix, AZ 85003
 Date: 6/5/2024

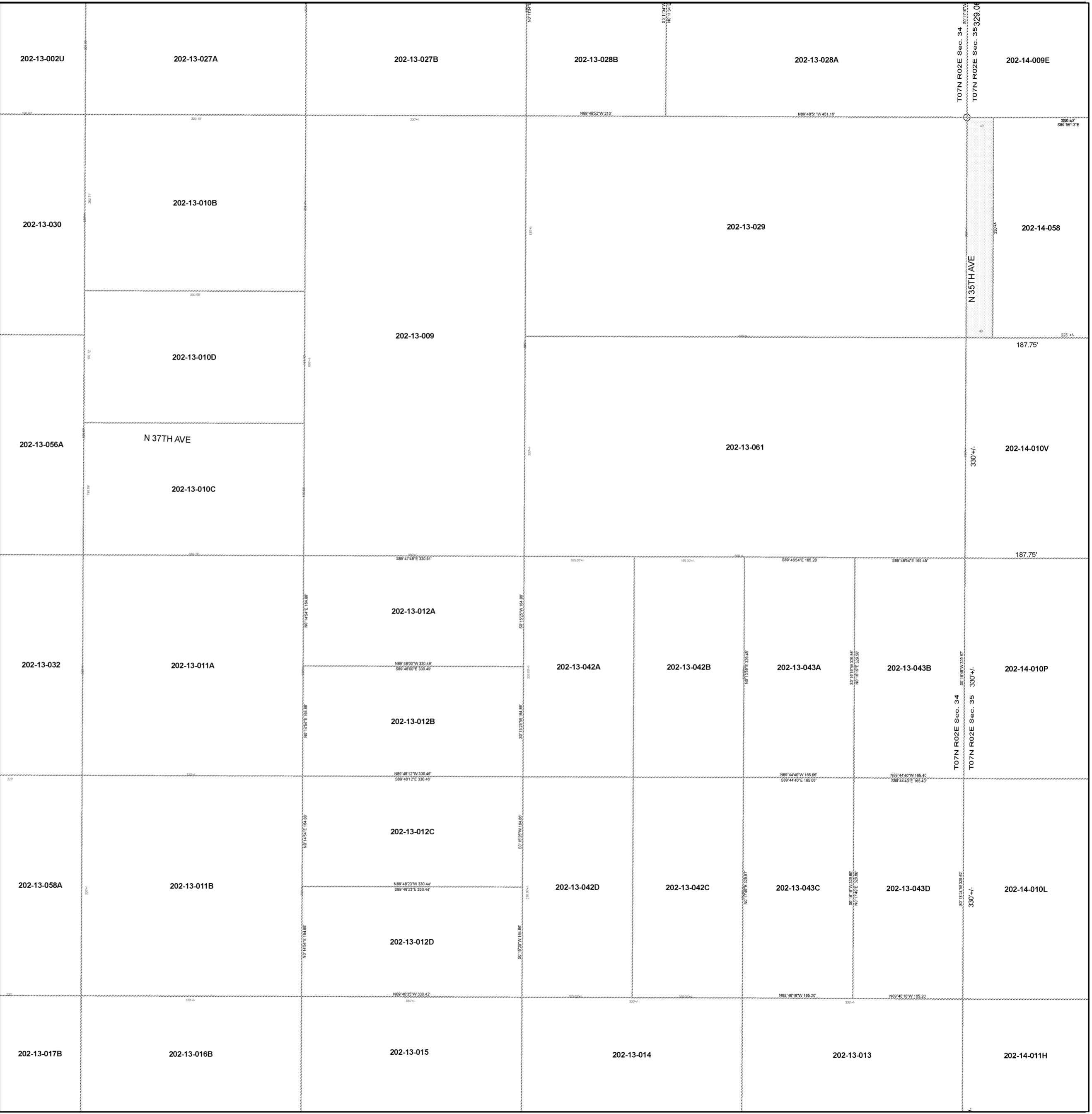
MARICOPA COUNTY ASSESSOR'S OFFICE
<https://mcaassessor.maricopa.gov>

LEGEND: Parcels (dashed line), Sections (dotted line), Centerlines (dashed line), Lots (dotted line), Section Corners (circle with cross), Subdivisions (dotted line)

Disclaimer - Indemnification
 CAUTION! USERS SHOULD INDEPENDENTLY RESEARCH AND VERIFY INFORMATION WITHIN THIS DATASET OR MAP BEFORE RELYING ON IT.

The Assessor's Office has compiled information within this dataset or map that it uses to identify, classify, and value real and personal property. Please contact the Assessor's Office at 602 506-3406 if you believe any information is incomplete, out-of-date, or incorrect so that appropriate corrections can be addressed. Please note that a statutory process is also available to correct errors pursuant to Arizona Revised Statutes 42-16254.

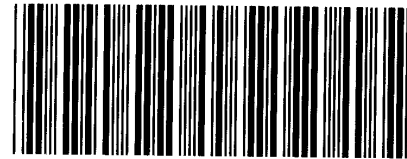
The Assessor does not guarantee that any information contained within this dataset or map is accurate, complete or current. In many instances, the Assessor has gathered information from independent sources and made it available within this dataset or map, and the original information may have contained errors and omissions. Errors and omissions may have occurred in the process of gathering, interpreting, and reporting the information. Information within this dataset or map is not updated "real time." In addition, Users are cautioned that the process used within this dataset or map to illustrate the boundaries of adjacent parcels is not always consistent with the recorded documents for such parcels. The parcel boundaries depicted within this dataset or maps are for illustrative purposes only, and the exact relationship of adjacent parcels should be independently researched and verified. The information provided within this dataset or map is not the equivalent of a title report or a real estate survey. Users should independently research, investigate, and verify all information before relying on it or using it in the preparation of legal documents.



RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

DAN STARKEY
46208 N 37 TH AVE
New River AZ 85087



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2005-0397236 03/30/05 14:28
1 OF 1

IBARRAS

**COVENANTS, CONDITIONS AND RESTRICTIONS
AND DECLARATION OF EASEMENT**

WHEREAS, the undersigned, further referred to herein as "Declarant" is the owner or owners of the land described as follows:

SEE EXHIBIT 'A' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

WHEREAS, the Declarant is desirous of setting forth the following Covenants, Conditions and Restrictions to preserve the use and enjoyment of the above described property.

NOW THEREFORE, Declarant, for the purposes above set forth, declares that the Property shall hereafter be held, transferred, sold, conveyed, leased, occupied and used Subject to the covenants, conditions, restrictions, liens, assessments, easements, privileged and rights hereinafter set forth, all of which shall run with the land and be binding upon the Property and all parties having or acquiring any right, title or interest in or to the Property, or any part thereof irrespective of whether or not referenced in a deed or other applicable instrument of conveyance and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

Section I

The term "Lot" shall mean and refer to any plot of land shown upon any recorded plat of the Property.

Section II

The term "Owner" shall mean and refer to the record Owner, whether one or more persons or entities of equitable or beneficial title (or legal title if same has merged) of any Lot, but excluding those having such interest merely as security for the performance of an obligation.

Section III

The term "Visible from Neighboring Property" shall mean, with any given object, that such object is or would be visible to a person six (6) feet tall, standing on any part of a neighboring property, including public property, at an elevation not greater than the elevation of the base of the object being viewed.

**ARTICLE II
PROPERTY RIGHTS**

Section I

GRADES, SLOPES AND DRAINAGE. Grades, Slopes and Drainage "Drain Easements" are to remain undisturbed and nothing, which will impede the natural flow of any storm waters, shall be constructed, planted or allowed to grow in such drain easements. Fencing shall be of a type that will not obstruct the natural flow of water. Each lot Owner shall be responsible for keeping those drain easements free and clear of all debris and other items that may inhibit the natural flow of water across and through said drain easements.

Section II

ROADWAY EASEMENT. Said Roadway Easement shall be Subject to all existing easements for public rights-of-way and utilities, encumbrances, covenants, conditions, restrictions, obligations and liabilities as they may appear of record.

**ARTICLE III
ARCHITECTURAL STANDARDS**

Section I

PURPOSE. The entire improvements to the Property shall be architecturally and structurally designed with the Southwestern character in mind, or approved, so as to maintain harmony of external design and location in relation to the area's character, topography, vegetation, and other homes in the plat.

Section II

FLOOR AREA. No residence shall be erected, permitted or maintained having a livable floor area of less than 1,600 square feet, exclusive of porches, carports or garages.

Section III

EXTERIORS. All exteriors shall be either stucco, brick, stone, simulated brick or stone, and/or a combination of the above.

Section IV

STRUCTURE SET BACKS. All setbacks shall be no less than the minimum required by Maricopa County.

Section V

LOT SIZE. Lots shall not be less than one gross acre in size

Section VI

STRUCTURE HEIGHT. Structure height shall be per Maricopa County Regulations.

**ARTICLE IV
USE RESTRICTIONS**

Section I

SINGLE FAMILY RESIDENTIAL USE. All of the Lots shall be used, improved and devoted exclusively to a single-family residence.

STRUCTURES. All residential structures shall be site built on a permanent foundation. All garages, storage buildings and other structures with exception to horse mare motels will be built in the same style and finish as the home.

ANTENNAS AND APPLIANCES. No towers, antennas, satellite dishes, aerials, or other facilities for the reception or transmission of radio or television broadcasts or other means of communication shall be erected or maintained on Lot so as to be Visible from a Neighboring Property unless attached to the home's exterior which does not exceed the roof elevation.

CLOTHES DRYING FACILITIES. No outside clothesline(s) or other outside facilities for drying clothes shall be maintained on any Lot so as to be Visible from a Neighboring Property.

FENCES. A fence designed or used for the containment of horses may be built and maintained up to and coterminous with the back wall of a residential dwelling.

Section II

MOBILE HOME/MULTI-SECTIONAL MANUFACTURED HOMES. No Mobile Homes or Multi-sectional Manufactured Home shall be kept, placed or maintained on any Lot.

Section III

TRASH. Trash, Garbage or other waste shall not be kept except in containers designed for this purpose. In no event shall such containers be maintained so as to be visible from neighboring property except to make the same available for collection. No refuse, junk or other debris shall be dumped or permitted to remain on any portion of the subject property. Parcel owners shall be responsible for the proper and sanitary disposal of their own refuse and garbage by removing to an appropriate and lawfully approved landfill.

Section IV

NUISANCES. No Nuisance shall be permitted to exist or operate upon any property so as to be offensive or detrimental to any other property owner in the vicinity thereof or to its occupants. Without limiting the generality of the foregoing, the following shall be presumed to be a nuisance:

- 1 Rubbish or debris of any kind which is placed or permitted to accumulate upon or adjacent to any property or any odors which arise therefrom, so as to render any such property, or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants.
- 2 Any use of the property that is in violation of any governmental statute or ordinance.

Section V

ANIMALS. Animals shall be limited per Maricopa County Regulations.

Section VI

DISEASES AND INSECTS. No owner shall permit anything or condition to exist upon his Lot which shall induce, breed or harbor infectious diseases or noxious insects.

**ARTICLE V
GENERAL PROVISIONS**

Section I

Every act or omission whereby any one or more of the Restrictions herein set forth is violated in whole or in part, where such violation continues for a period of 60 or more days from the date of written notice thereof from an Owner of a Lot or any portion of the Real Property is hereby declared to be a nuisance and may be enjoined or abated whether or not the relief sought if for negative or affirmative action, and in the event of any violation or threatened violation of any one or more of the Restrictions herein set forth, the Owner of a Lot or any portion of the Real Property may enforce these Restrictions by seeking injunctive relief, or monetary damages, but nothing contained herein shall be construed as meaning that damages are an adequate remedy where equitable relief is sought. Any dispute arising hereunder shall be construed under Arizona Law, with Maricopa County, as the choice of venue and the prevailing party shall also be entitled, as and for a liquidated value of its incidental and consequential damages to an amount equal to twice its reasonable attorneys fees and court costs.

The failure by an Owner to enforce any restrictions, conditions, covenants or agreements herein contained shall not be deemed a waiver or abandonment of this Declaration of any provision hereof.

No Owner shall have, or exert, any right or claim against Decrement for any breach of failure of Declarant to enforce all or part of the covenants and restrictions set forth herein, but shall look to the other Lot Owners and successors and assigns for any performance or relief deemed equitable or necessary for enforcement of the covenants, conditions and restrictions obtained herein.

Acknowledged by _____

Sonya Sandoval



On this the 30 day of March 2005

By: _____

Dan Starkey
Dan Starkey

EXHIBIT "A"

APN 202-14-052

The East One-Half of the following described property:

The Northeast quarter of the Southwest quarter of the Northwest quarter of the Southwest Quarter of Section 35, Township 7 North, Range 2 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona

APN 202-14-051

The West One-Half of the Northeast quarter of the Southwest quarter of the Northwest quarter of the Southwest quarter of Section 35, Township 7 North, Range 2 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona

APN 202-14-010P

The Northwest quarter of the Southwest quarter of the Northwest quarter of the Southwest quarter of Section 35 Township 7 North Range 2 East of the Gila and Salt River Base and Meridian;

APN 202-14-010L

The South half of the Southwest quarter of the Northwest quarter of the Southwest quarter of Section 35, Township 7 North, Range 2 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona

APN 202-14-011H

The North half of the Northwest quarter of the Southwest quarter of the Southwest quarter of Section 35, Township 7 North, Range 2 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.