

WADDELL HACIENDAS, UNIT 2  
DECLARATION OF RESTRICTIONS

02-R MISC.

KNOW ALL MEN BY THESE PRESENTS:

That Enoch E. Weed and Izora H. Weed, husband and wife, being the owners of all of the following described premises, situate within the County of Maricopa, State of Arizona, to wit:

Lots 87 to 184 inclusive, Waddell Haciendas, Unit 2, a subdivision of Maricopa County, Arizona, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 158 of maps, page 38 thereof:

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

1. That Waddell Haciendas, Unit 2 has been laid out and platted as a choice and attractive Country Home district, and that all of said lots shall be known and described as single-family residential lots.
2. That none of said lots shall be re-subdivided into smaller lots nor conveyed or encumbered in less than the full original dimension of such lot as shown by the plat of Waddell Haciendas, Unit 2 EXCEPT for existing and future well sites serving this subdivision and access easements thereto.
3. Any owner of two contiguous lots may, for the purpose of building, consider the two lots as one lot, and any building constructed thereon shall conform to the set back restrictions provided herein.
4. That no building or structure shall be erected, permitted or maintained on any lot other than one single-family residence, and, if desired, guest house, garage, barn, tack room structure, or other buildings applicable to such single family residence. All structures, except portable storage buildings, shall be of new construction.
5. On Lots numbered 87, 88, 113 to 116 inclusive, 141 to 144 inclusive, and 169 to 172 inclusive, no dwelling shall be erected or permitted which contains less than 1,200 square feet of living space, including the walls proper of the house, exclusive of carports, open porches and breezeways. On all of the remaining lots, no dwelling shall be erected or permitted which contains less than 900 square feet of living space, including the walls proper of the house, exclusive of open carports, porches and breezeways.
6. That no building shall be erected with walls closer than 40 feet to dedicated streets fronting on the lots in said subdivision, nor closer than 30 feet to the interior side lot line of any of the lots in said subdivision, nor closer than 20 feet to the street side lot line, nor closer than 40 feet to the rear lot line of any of the lots in said subdivision. All dwelling structures shall be by permit, from Maricopa County Planning & Zoning Commission, and shall, in all cases, conform to current Maricopa County Planning & Zoning ordinances and regulations.
7. That no part of any dwelling shall be used for living purposes until the entire structure's exterior (including doors and windows) has been completed, nor shall any mobile home, nor any structure of a temporary nature be used as a dwelling on any lot in Waddell Haciendas, Unit 2 (except during actual construction of a permanent residence, not to exceed 6 months) nor shall any tent, shack, barn, or any other structure be used as a residence, either temporarily or permanently. No galvanized metal roofing or siding shall be permitted on dwelling structures. No exposed asphalt, composition or plaster board siding shall be permitted on a surface of exterior walls. No building or improvement of any kind shall be erected, moved onto, or maintained on any of the premises herein described until the design and location thereof have first been submitted to and approved by the existing Waddell Haciendas Building and Development Committee formulated for such purpose or by such committee later elected by the owners of record of a majority of lots in Waddell Haciendas for such purpose. In the event that such committee ceases to be in existence, the design of such structures shall be in harmony with existing buildings and structures in the immediate vicinity in said subdivision.
8. All dwellings on all lots used for residential purposes shall have complete and adequate kitchen plumbing and bathroom plumbing including water flush toilets, and all bathrooms, toilets, and sanitary conveniences shall be inside the structures permitted hereunder. Until such time as public sewers may be available, all bathrooms, toilets, kitchen sinks, and other sanitary conveniences shall be connected to septic tanks and drainage fields constructed in accordance with requirements and standards of County and State laws, rules and regulations, and in accordance with sound engineering, safety, and health practices.
9. Private incinerators and outdoor fireplaces, if used on any of said lots,

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I, Enoch E. Weed, the within named individual, do hereby certify that the foregoing is a true and correct copy of the original as recorded in the office of the County Recorder of Maricopa County, Arizona, in Book 158 of maps, page 38.

WITNESS my hand and official seal this day and year above said.

PAUL N. MERRISON, Maricopa County Recorder, By [Signature] Deputy

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shall be on the rear portion of the lot, and shall be of design approved by the County and State authorities.

10. All debris, garbage and trash shall be removed from said lots and shall not be permitted to accumulate thereon, nor shall miscellaneous unuseable objects (including junk vehicles of any sort) be allowed to accumulate or be stored on said lots which would be objectionable or depreciate the value of other lots in said subdivision. All residents of Waddell Haciendas, Unit 2 shall subscribe to County approved garbage pickup service serving this area.

11. No commercial establishments or enterprises, nor any noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become a nuisance to the neighborhood, and no hospital, sanitarium or other place for the care or treatment of the sick or disabled, physically or mentally, nor any theater, saloon, or other place of entertainment shall ever be erected or permitted upon any of the lots, or any part thereof.

12. No commercial pen feeding, nor commercial raising of pets, animals, and poultry shall be permitted on any lot in Waddell Haciendas, Unit 2. Owners of any pets, animals, and poultry shall give proper attention and care to them, and prevent any offensive odors or activities that could prove to be objectionable to surrounding area.

13. No commercial advertising signs, billboards, or other unsightly object shall be erected, placed, or permitted to remain on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

14. No structures shall be erected on, over, or across any easements.

15. In order to maintain Waddell Haciendas, Unit 2 as a choice and attractive residential district, each subsequent owner of any of the lots in said Waddell Haciendas, by acceptance of a deed to any of said lots, agrees for themselves and their successors in interest, that during prolonged absence they will arrange for the care of lawns and shrubs and pets during such absence, and will not park or permit to be parked overnight any trucks or trailers in the streets of said Waddell Haciendas, Unit 2.

16. The foregoing restrictions and covenants shall not prevent the use of one of the lots for a Waddell Haciendas subdivision sales office, or the use of subdivision sales and advertising signs and banners employed in connection with said subdivision sales, it being understood that such use shall be of a temporary nature, and that, upon conclusion of such use, the property so used shall again be subject to all the foregoing restrictions and covenants.

17. The foregoing restrictions and covenants run with the land and shall be binding on all subsequent owners of lots in said Waddell Haciendas, Unit 2, until January 1, 1983 at which time said covenants shall be automatically extended for successive periods of ten (10) years each, provided however, that the said restrictions may be amended by the owners of a majority of the lots within said Waddell Haciendas, Unit 2. Any amendment so made to said restrictions shall be signed by the owners of not less than a majority of the lots in said Waddell Haciendas, Unit 2 and filed for record in the office of the County Recorder of Maricopa County, Arizona, whereupon any such amendment shall be effective and shall supersede the restrictions as set forth in this instrument.

18. Deeds of conveyance of said property, or any part thereof, may contain the above restrictive covenants by reference to this document, but whether or not such reference is made in such deeds, or any thereof, each and all of such restrictive covenants shall be valid and binding upon the respective grantees.

19. If there shall be a violation or threatened or attempted violation of any of said covenants, stipulations and restrictions, anyone owning any portion of the said Waddell Haciendas, Unit 2 may bring an appropriate action in a proper court to restrain or enjoin such violation or threatened or attempted violation or to collect or to recover damages or other dues which the court may deem just and proper, and any violator of any provision in these restrictions shall pay all costs resulting from any legal or court proceedings necessary to correct such violations; provided, however, that a violation of these restrictive covenants, or any one or more of them shall not affect the lien of any mortgage now of record, or which hereafter may be placed of record, upon said lots or any part thereof.

20. Should any of the restrictions herein contained be invalid or void, such invalidity or avoidance of any such restrictions shall in no way affect the validity of the rest of those restrictions.

IN WITNESS WHEREOF, the foregoing declaration of restrictions has been duly executed by the undersigned owners of Waddell Haciendas, Unit 2, this 26<sup>th</sup> day of December, 1972.

*Ernoch E. Weed*  
Ernoch E. Weed

*Izora H. Weed*  
Izora H. Weed

This instrument was acknowledged before me this 26<sup>th</sup> day of December 1972, by Ernoch E. Weed and Izora H. Weed.

*[Signature]*  
Notary Public

