

Declaration (Conditions, Covenants, & Restrictions)



SPAid : 11/28/72

01 9800 PAGE 193

When recorded mail to:

Ryley, Carlock & Ralston
114 West Adams Street
Phoenix, Arizona 85003

02-R MISC

332896

Trust No. RH 10.910 (XDM)

CAMELBACK HOUSE

DECLARATION
OF
CONDITIONS, COVENANTS, AND RESTRICTIONS

THIS DECLARATION is made as of the date hereinafter set forth by the undersigned fee owner, hereinafter referred to as "Declarant:"

W I T N E S S E T H:

WHEREAS, Declarant is the owner of that real property in Maricopa County, Arizona, described as follows:

That part of the Southeast Quarter of the Northwest Quarter of Section 22, Township 2 North, Range 4 East, G & SRB & M, Maricopa County, Arizona, described as follows:

State of Arizona
County of Maricopa
I hereby certify that the within instrument was filed and recorded in accordance with the laws of Arizona.
DEC 23 1972 - 11 25
in County of Maricopa
County Recorder
by *[Signature]*
501

From the Northeast corner of the said Southeast Quarter of the Northwest Quarter of Section 22, measure thence South 88°51'15" West along the northerly line of the said Southeast Quarter of the Northwest Quarter of Section 22, a distance of 40.01 feet to the true point of beginning; thence continuing South 88°51'15" West along the northerly line of the said Southeast Quarter of the Northwest Quarter, Section 22, a distance of 620.50 feet; thence South parallel to the Easterly line of said Southeast Quarter of the Northwest Quarter of Section 22, a distance of 947.02 feet to a point that is 375.00 feet from the South line of said Southeast Quarter of the Northwest Quarter of Section 22; thence North 88°55'45" East parallel to the Southerly line of the said Southeast Quarter of the Northwest Quarter of Section 22, a distance of 620.50 feet to a point 40.00 feet Westerly from the East line of the said Southeast Quarter of the Northwest Quarter, Section 22; thence North 947.83 feet to the true point of beginning;

and

WHEREAS, Declarant desires to submit and subject such property to a horizontal property regime pursuant to Sections 33-551 through 33-561, Arizona Revised Statutes, and the property interests under such regime to certain easements, covenants, restrictions, and conditions, all of which are for the purpose of enhancing and

When recorded mail to:

Riley, Carlock & Ralston
114 West Adams Street
Phoenix, Arizona 85003

Trust No. RH 20,910 (KDM)

CAMELBACK HOUSE

DECLARATION
OF
CONDITIONS, COVENANTS, AND RESTRICTIONS

THIS DECLARATION is made as of the date hereinafter set forth by the undersigned fee owner, hereinafter referred to as "Declarant;"

W I T N E S S E T H:

WHEREAS, Declarant is the owner of that real property in Maricopa County, Arizona, described as follows:

That part of the Southeast Quarter of the Northwest Quarter of Section 22, Township 2 North, Range 4 East, G & SRB & M, Maricopa County, Arizona, described as follows:

From the Northeast corner of the said Southeast Quarter of the Northwest Quarter of Section 22, measure thence South 88°51'15" West along the Northerly line of the said Southeast Quarter of the Northwest Quarter of Section 22, a distance of 40.01 feet to the true point of beginning; thence continuing South 88°51'15" West along the Northerly line of the said Southeast Quarter of the Northwest Quarter, Section 22, a distance of 620.50 feet; thence South parallel to the Easterly line of said Southeast Quarter of the Northwest Quarter of Section 22, a distance of 947.02 feet to a point that is 375.00 feet from the South line of said Southeast Quarter of the Northwest Quarter of Section 22; thence North 88°55'45" East parallel to the Southerly line of the said Southeast Quarter of the Northwest Quarter of Section 22, a distance of 620.50 feet to a point 40.00 feet Westerly from the East line of the said Southeast Quarter of the Northwest Quarter, Section 22; thence North 947.83 feet to the true point of beginning;

and

WHEREAS, Declarant desires to submit and subject such property to a horizontal property regime pursuant to Sections 33-551 through 33-551, Arizona Revised Statutes, and the property interests under such regime to certain easements, covenants, restrictions, and conditions, all of which are for the purpose of enhancing and

protecting the value, desirability, and attractiveness of said property.

NOW, THEREFORE, DECLARANT HEREBY SUBMITS AND SUBJECTS such property to a horizontal property regime pursuant to Sections 33-551 through 33-561, Arizona Revised Statutes, and does hereby declare that all of the properties hereinafter described shall be held, leased, sold, and conveyed subject to the easements, restrictions, covenants, and conditions hereinafter set forth, such easements, restrictions, covenants, and conditions to run with the land, to constitute equitable servitudes, and to be binding on and enforceable against all parties having or acquiring any right, title, or interest in the described properties or any part thereof, which such easements, covenants, restrictions, and conditions shall inure to the benefit of each owner or lessee thereof and their heirs, personal representatives, successors, and assigns, as follows:-

I The Horizontal Property Regime

1.1 The entire horizontal property regime shall be constituted of two hundred ninety-six (296) apartment units (together with such other property and apartment units as may be hereafter annexed as hereinafter provided), said two hundred ninety-six (296) apartment units to be designated as hereinafter set forth in paragraph 1.5 hereof, and as set forth in Exhibit "A," consisting of nine (9) sheets, entitled "Camelback House," attached hereto and hereby made a part hereof.

1.2 The location of each of such buildings and apartment units and the description of the land utilized therefor is set forth in said Exhibit "A."

1.3 The cubic content space of each building shall consist of and be measured by the entire space between the following boundaries:

Horizontal Boundaries

The upper boundary shall be the plane of the top elevation of each of the apartments within each building as shown on the schedules set forth in said Exhibit "A," except in the case of two apartment units being one over the other, the upper boundary shall be the top elevation of the upper apartment only, and the lower boundary shall be the plane of the base elevation of each of the apartments within the building as shown on the profile Elevation Schedule set forth in said Exhibit "A," except in the case of two apartment units being one over the other, the lower boundary shall be the base elevation of the lower apartment only.

Vertical Boundaries

The vertical boundaries shall be the interior of the exterior walls of each building, the lines of which are set forth in said Exhibit "A."

1.4 The cubic content space of each apartment unit located within each building shall consist of and be measured by the entire space between the following boundaries:

Horizontal Boundaries

The upper boundary shall be the plane of the finished ceilings of the apartment unit as shown on the elevation schedules set forth in said Exhibit "A," and the lower boundary shall be the plane of the finished floor of the apartment unit as shown on the elevations schedules set forth in said Exhibit "A."

Vertical Boundaries

The vertical boundaries shall be the interior of the exterior walls of each apartment unit. the lines of which are set forth in said Exhibit "A."

1.5 The designation of each apartment unit and the percentage interest which each apartment unit bears to the general common elements and the entire horizontal property regime is as follows:

88 Apartment Units
TYPE 100 (one bedroom - one story)

<u>N.F.</u>	<u>N.W.</u>	<u>S.E.</u>	<u>S.W.</u>
105	205	305	405
106	206	306	406
107	207	307	407
108	208	308	408
109	209	309	409
110	210	310	410
121	221	321	421
122	222	322	422
124	224	324	424
125	225	325	425
126	226	326	426
155	255	355	455
156	256	356	456
158	258	358	458
159	259	359	459
160	260	360	460
171	271	371	471
172	272	372	472
173	273	373	473
174	274	374	474
175	275	375	475
176	276	376	476

Percentage Factor of Each Unit to the Whole - .27588

64 Apartment Units
TYPE 200A (two bedroom - one story)

<u>N.E.</u>	<u>N.W.</u>	<u>S.E.</u>	<u>S.W.</u>
103	203	303	403
104	204	304	404
111	211	311	411
112	212	312	412
119	219	319	419
120	220	320	420
127	227	327	427
128	228	328	428
153	253	353	453
154	254	354	454
161	261	361	461
162	262	362	462
169	269	369	469
170	270	370	470
177	277	377	477
178	278	378	478

Percentage Factor of Each Unit to the Whole - .3634%

128 Apartment Units
TYPE 200B (two bedroom - two story)

<u>N.E.</u>	<u>N.W.</u>	<u>S.E.</u>	<u>S.W.</u>
101	201	301	401
102	202	302	402
113	213	313	413
114	214	314	414
115	215	315	415
116	216	316	416
117	217	317	417
118	218	318	418

TYPE 200B (two bedroom - two story)
(CONTINUED)

<u>N.E.</u>	<u>N.W.</u>	<u>S.E.</u>	<u>S.W.</u>
129	229	329	429
130	230	330	430
132	232	332	432
133	233	333	433
134	234	334	434
135	235	335	435
136	236	336	436
137	237	337	437
142	242	342	442
143	243	343	443
144	244	344	444
145	245	345	445
146	246	346	446
147	247	347	447
151	251	351	451
152	252	352	452
163	263	363	463
164	264	364	464
165	265	365	465
166	266	366	466
167	267	367	467
168	268	368	468
179	279	379	479
180	280	380	480

Percentage Factor of Each Unit to the Whole - .3588%

16 Apartment Units
TYPE 300 (three bedroom - two story)

<u>N.E.</u>	<u>N.W.</u>	<u>S.E.</u>	<u>S.W.</u>
131	231	331	431
138	238	338	438
141	241	341	441
148	248	348	448

Percentage Factor of Each Unit to the Whole - .4091%

Such percentage shall determine the obligations attributable to each apartment unit for real property taxes and assessments, ground rents, maintenance charges, and any other obligations attributable thereto.

1.6 A description of the general common elements is the description of the entire property, less the description of the apartment units hereinbefore provided.

II Covenants, Conditions, and Restrictions

2.1 Each apartment unit shall include the exclusive right to use and occupancy of the apartment unit and its appurtenances, together with an undivided interest in and to the general common elements of the horizontal property regime.

2.2 There is hereby reserved and created a blanket easement upon, across, over, and under all of the above described property, and the buildings, apartment units and other structures now or hereafter erected and existing, including replacements thereof, for the ingress, egress, installation, replacing, repairing, and maintaining (1) all utilities, including but not limited to water, sewers, gas, telephones, and electricity, (2) airconditioning and heating conduits, lines, and ducts, and (3) a master television antenna system. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone company

or any other entity furnishing any of the services to erect and maintain the necessary poles, lines, conduits, and ducts and other necessary equipment on said property and to affix and maintain the same on, above, across, and under the roofs and exterior walls of said buildings, apartment units and other structures, in the walls of apartment units and under the ground surface of said buildings, apartment units and other structures, whether the same are now or hereafter erected and existing, including replacements thereof, provided the same does not interfere with the use and enjoyment of the interior of any apartment unit or of any patio, carport, parking area, or storage room. This easement shall in no way affect any other recorded easements on said premises.

2.3 Each building, apartment unit and other structure and the common elements shall be subject to an easement for encroachments created by construction, fireplaces and chimneys, exterior decorative walls and structures, and settlings and overhangs, as designed or constructed by the original builder. A valid easement for said encroachments and for the maintenance of same, so long as the same may stand, shall and does exist. In the event any building, apartment unit, or other structure is partially or totally destroyed, and then rebuilt, minor encroachments or parts of adjacent buildings, apartment units, and other structures or common elements due to construction shall be permitted, and a valid easement for said encroachments and the maintenance thereof shall exist.

2.4 For organization of and to constitute the initial council of co-owners, a nonprofit Arizona corporation named Camelback House, Inc., has been incorporated and bylaws have been adopted. A two-thirds vote of the co-owners may organize and elect a council of co-owners in some other form and manner as they may determine, and make provisions for maintenance of the apartment units and general common elements and for assessments of expenses, payment of losses, division of profits, disposition of hazard insurance

proceeds, and similar matters, and such two-thirds vote of the co-owners may adopt bylaws, rules, and regulations. All actions taken and things done by a two-thirds vote of the co-owners, including but not limited to adoption of articles of incorporation, bylaws, rules, and regulations, and any and all amendments made by them shall be binding upon the entire horizontal property regime and the interest of each and every co-owner, and to the extent the same constitutes a monetary obligation of a co-owner, the same shall constitute a first and prior lien on the interest of such co-owner in the entire horizontal property regime and should any obligation of a co-owner not be paid or performed when due, such lien shall be subject to foreclosure as a real estate mortgage. Such lien may be made subordinate and junior to the lien or charge of a mortgage, or deed of trust, on the interest of a co-owner.

2.5 This Declaration and these covenants, conditions, and restrictions and all easements herein contained shall remain in force and effect in perpetuity, except and provided that they may be amended in whole or in part by the Declarant and other parties in interest, and except and provided that if the property or any portion thereof constituting this horizontal property regime is withdrawn therefrom at any time by the Declarant and other parties in interest, such withdrawal shall terminate and cause to be of no further force and effect this Declaration, and these covenants, conditions, and restrictions and all easements herein contained as to that portion of the property which is withdrawn. Invalidity of any provision hereof shall not affect the validity of any other provision hereof. Any provision hereof notwithstanding, in the event that any provision hereof appears violative of the Rule against Perpetuities, such provision shall be construed as being void and of no effect as of twenty-one (21) years after the death of the last to die of any child living as of the date of this Declaration of any one of the following persons: Sam P. Applewhite, III.

Robert A. Applewhite, and John C. Ellinwood.

2.6 This instrument and the terms and provisions hereof shall be binding upon and inure to the benefit of the Declarant, all fee owners of the property, and their respective successors, assigns, heirs, and personal representatives.

IN WITNESS WHEREOF, this Declaration is signed and dated this ____ day of November, 1972.

EARL J. SMALL,

By _____
Elmer C. Coker,
Attorney in Fact

GWENDOLYNE M. WILMOTH,

By _____
Elmer C. Coker,
Attorney in Fact

STATE OF ARIZONA)
) ss
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of November, 1972, by ELMER C. COKER, as Attorney in Fact on behalf of EARL J. SMALL and GWENDOLYNE M. WILMOTH.

My Commission Expires: _____
Notary Public

The undersigned lessees or mortgagees hereby consent to the foregoing Declaration and agree that their right, title, interest, and lien, in or to the foregoing described property, shall be junior and subject to the foregoing Declaration.

THE SOUTH FORTY CORPORATION
an Arizona corporation

ATTEST:

By _____
Its _____

By _____
Its _____

CAMELBACK HOUSE, INC.
an Arizona corporation

ATTEST:

By _____
Its _____

By _____
Its _____

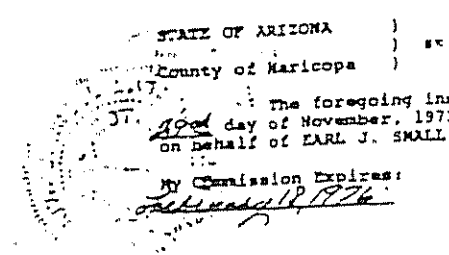
Robert A. Applewhite, and John C. Ellinwood.

2.6 This instrument and the terms and provisions hereof shall be binding upon and inure to the benefit of the Declarant, all lessees, all fee owners of the property, and their respective successors, assigns, heirs, and personal representatives.

IN WITNESS WHEREOF, this Declaration is signed and dated this 29th day of November, 1972.

EARL J. SMALL,
[Signature]
Elmer C. Coker,
Attorney in Fact

Gwendolyn M. Wilmoth,
[Signature]
Elmer C. Coker,
Attorney in Fact



The foregoing instrument was acknowledged before me this 29th day of November, 1972, by ELMER C. COKER, as Attorney in Fact on behalf of EARL J. SMALL and GWENDOLYNE M. WILMOTH.

My Commission Expires: 11/29/76

[Signature]
Notary Public

The undersigned lessees or mortgagees hereby consent to the foregoing Declaration and agree that their right, title, interest, and lien, in or to the foregoing described property, shall be junior and subject to the foregoing Declaration.

THE SOUTH FORTY CORPORATION
an Arizona corporation

ATTEST:

By *[Signature]*
its President

By *[Signature]*
its Secretary

CAMELBACK HOUSE, INC.
an Arizona corporation

ATTEST:

By *[Signature]*
its President

By *[Signature]*
its Secretary

ALISON MORTGAGE INVESTMENT TRUST,
a business trust organized under
the laws of the State of California

By [Signature]
its Vice President

STATE OF ARIZONA)
) ss
County of Maricopa)

³⁰ The foregoing instrument was acknowledged before me this
day of November, 1972, by S. P. Applewhite, Jr. and
A. D. Rizzo as President and Secretary
of THE SOUTH FORTY CORPORATION, an Arizona corporation, on behalf
of the corporation.

My Commission Expires: 7-13-74
[Signature]
Notary Public

STATE OF ARIZONA)
) ss
County of Maricopa)

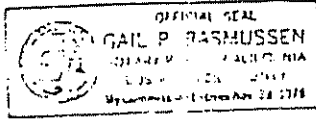
³⁰ The foregoing instrument was acknowledged before me this
day of November, 1972, by S. P. Applewhite, Jr. and
A. D. Rizzo as President and Secretary
of CAMELBACK HOUSE, INC., an Arizona corporation, on behalf of the
corporation.

My Commission Expires: 9-13-72
[Signature]
Notary Public

STATE OF California)
County of Los Angeles

The foregoing instrument was acknowledged before me this
14th day of ~~November~~ ^{December}, 1972, by William A. Worthington as
Vice President of ALISON MORTGAGE INVESTMENT TRUST, a business
trust organized under the laws of the State of California, on behalf
of the trust.

My Commission Expires: _____
[Signature]
Notary Public



FILED
8899
11-20-72
Troy, Carlotta Ralsom
County Clerk
By [Signature]
Deputy Recorder

For Exhibit "A" see Book of Maps No. 157, Page 13
which consists of nine sheets, at the Maricopa County Recorder's Office