

GOLDEN PALMS ESTATES - MESA

A SUBDIVISION OF THE DOBSON RANCH
A RESUBDIVISION OF PART OF DOBSON RANCH UNIT THREE, A SUBDIVISION OF RECORD, AS RECORDED IN
BOOK 181 OF MAPS, PAGE 45, MARICOPA COUNTY RECORDER, BEING PART OF SECTION 5, T.1S, R.5E., G&SRB&M
MARICOPA COUNTY, ARIZONA

DEDICATION

State of Arizona
County of Maricopa

Know all men by these presents: that Sun American Developers Inc., an Arizona corporation, as owner, has resubdivided under the name of GOLDEN PALMS ESTATES - MESA, part of DOBSON RANCH UNIT THREE, a subdivision of record, as recorded in Book 181 of Maps, Page 45, Maricopa County Recorder, being part of Section 5, T.1S, R.5E., G&SRB&M, Maricopa County, Arizona as shown hereon and hereby publishes this plat as and for the plat of said GOLDEN PALMS ESTATES - MESA and hereby declares that said plat sets forth the location and gives the measurements and dimensions of the lots, streets and easements constituting same and that each lot and street shall be known by the number, or name, that is given to each respectively on said plat, and the Sun American Developers Inc., as owner hereby dedicates to the public, for use as such, the streets shown on said plat and included in the above described premises. Easements are dedicated to the use shown.

In witness whereof the Sun American Developers Inc., as owner, has caused its corporate name to be signed and its corporate seal to be affixed by the undersigned officer thereunto duly authorized this 6th day of July, 1977.

SUN AMERICAN DEVELOPERS INC., as owner

By J. Max Thornton
President

ACKNOWLEDGMENT

State of Arizona
County of Maricopa

Before me this 6th day of July, 1977, personally appeared J. Max Thornton who acknowledged himself to be President of Sun American Developers Inc., 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 President, by himself as such officer.

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

My commission will expire: July 22, 1980

Mamie L. Lamm
Notary Public

APPROVAL

Approved by the City Council of the City of Mesa, Arizona this 19th day of July, 1977.

By Donna Lamm Mayor
Attest: Donna Lamm City Clerk

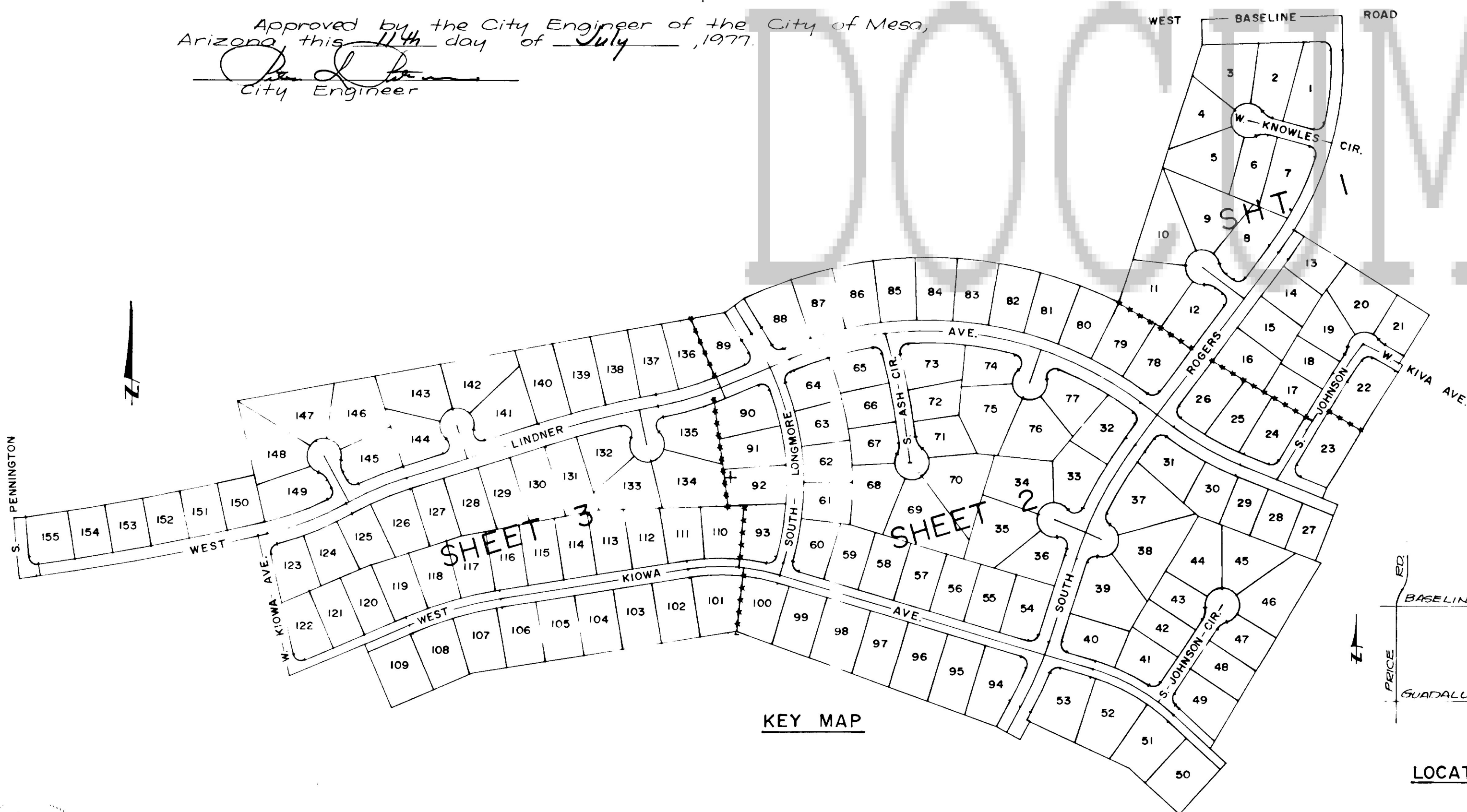
Approved by the City Engineer of the City of Mesa, Arizona this 11th day of July, 1977.

Donna Lamm
City Engineer

CERTIFICATE OF SURVEY

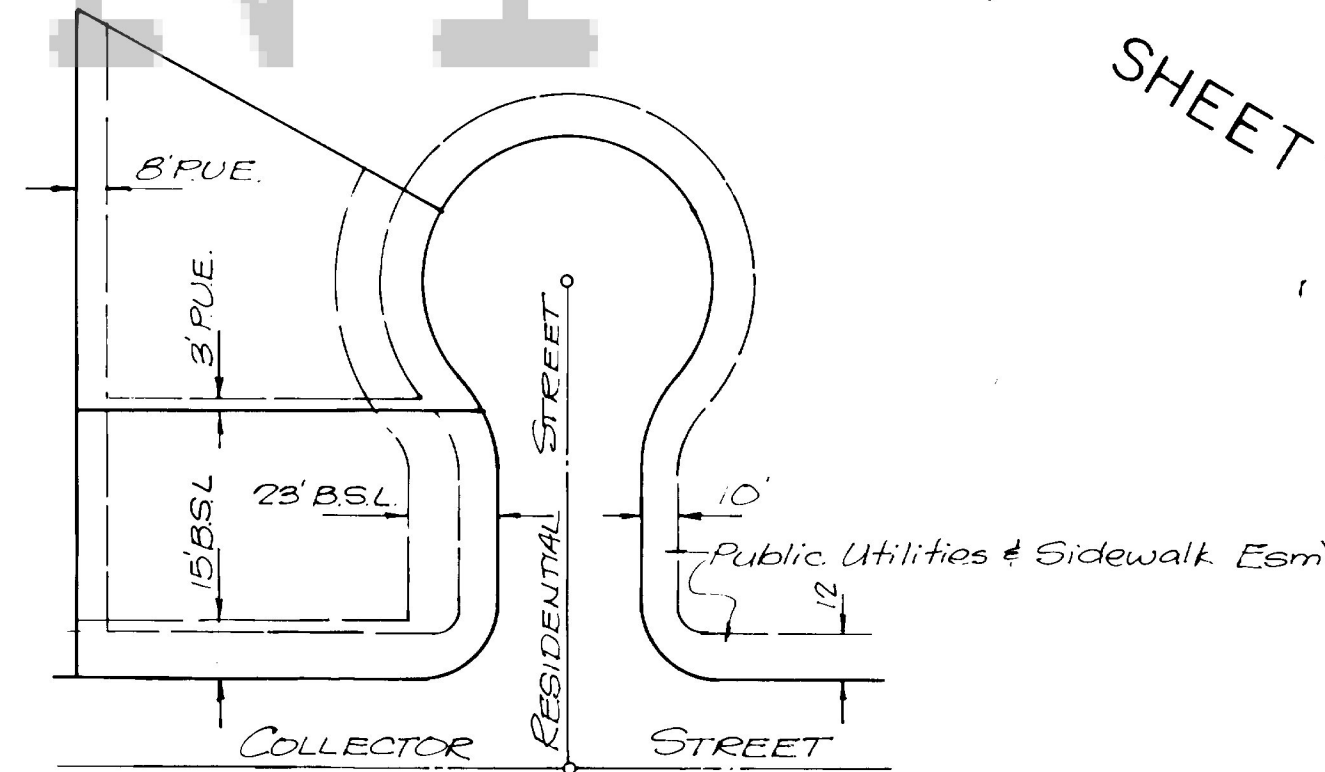
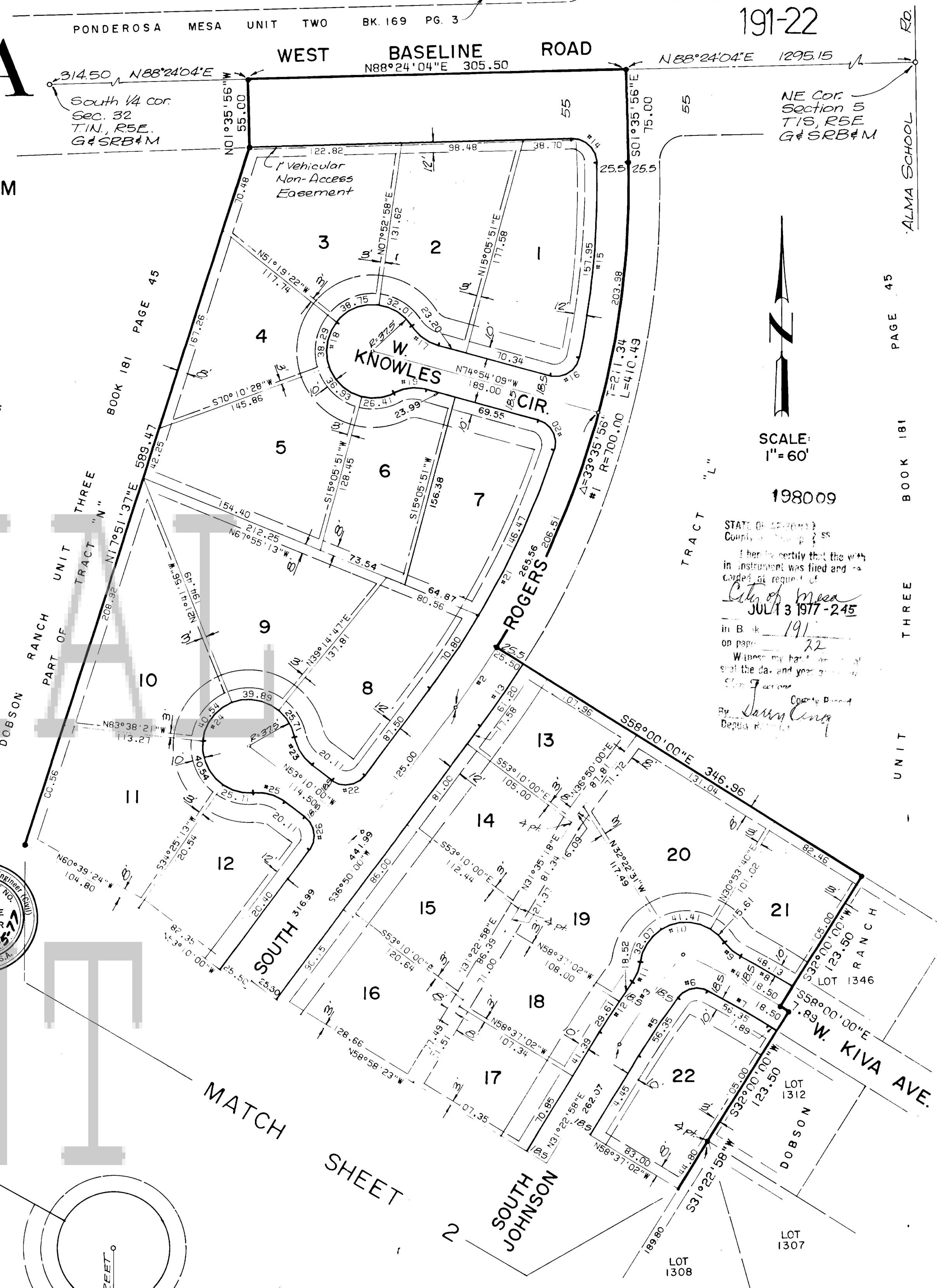
This is to certify that the survey and subdivision of the above described property was made under my direction during the month of April, 1977.

E. Claire Gardner
Registered Civil Engineer



GROSS AREA = 50.696 ACRES

AMERICAN ENGINEERING CO.
PHOENIX ARIZONA



PUBLIC UTILITIES EASEMENTS, BUILDING SETBACK LINES,
AND PUBLIC UTILITIES & SIDEWALK EASEMENT DETAIL
(TYPICAL)

NOTE: All utilities to be installed underground
Construction within easements shall be limited to utilities, wood, wire, or removable section type fencing.
Indicates public utilities easement

- Indicates set survey monument
- Indicates corner this subdivision; set 1/2" IP unless noted otherwise

NUMBER	RADIUS	ARC	CHORD	AREA
1	100.00	4.00	4.00	211.34
2	100.00	5.00	5.00	29.54
3	650.00	89.07	89.07	44.60
4	650.00	89.07	89.07	44.60
5	631.50	56.35	56.35	28.19
6	19.00	26.66	26.66	15.05
7	631.50	56.35	56.35	28.19
8	668.50	48.3	48.3	24.08
9	37.50	1.59	1.59	8.96
10	37.50	89.09	89.09	93.09
11	37.50	17.58	17.58	8.96
12	668.50	48.13	48.13	24.08
13	125.50	61.20	61.20	30.62
14	20.00	31.42	31.42	20.00
15	674.50	151.95	151.95	79.34
16	19.00	30.93	30.93	20.12
17	37.50	27.29	27.29	14.28
18	37.50	12.39	12.39	14.28
19	37.50	27.29	27.29	14.28
20	19.00	30.93	30.93	20.12
21	674.50	217.27	217.27	109.59
22	19.00	29.65	29.65	19.00
23	37.50	27.29	27.29	14.28
24	37.50	17.58	17.58	8.96
25	37.50	27.29	27.29	14.28
26	19.00	29.65	29.65	19.00

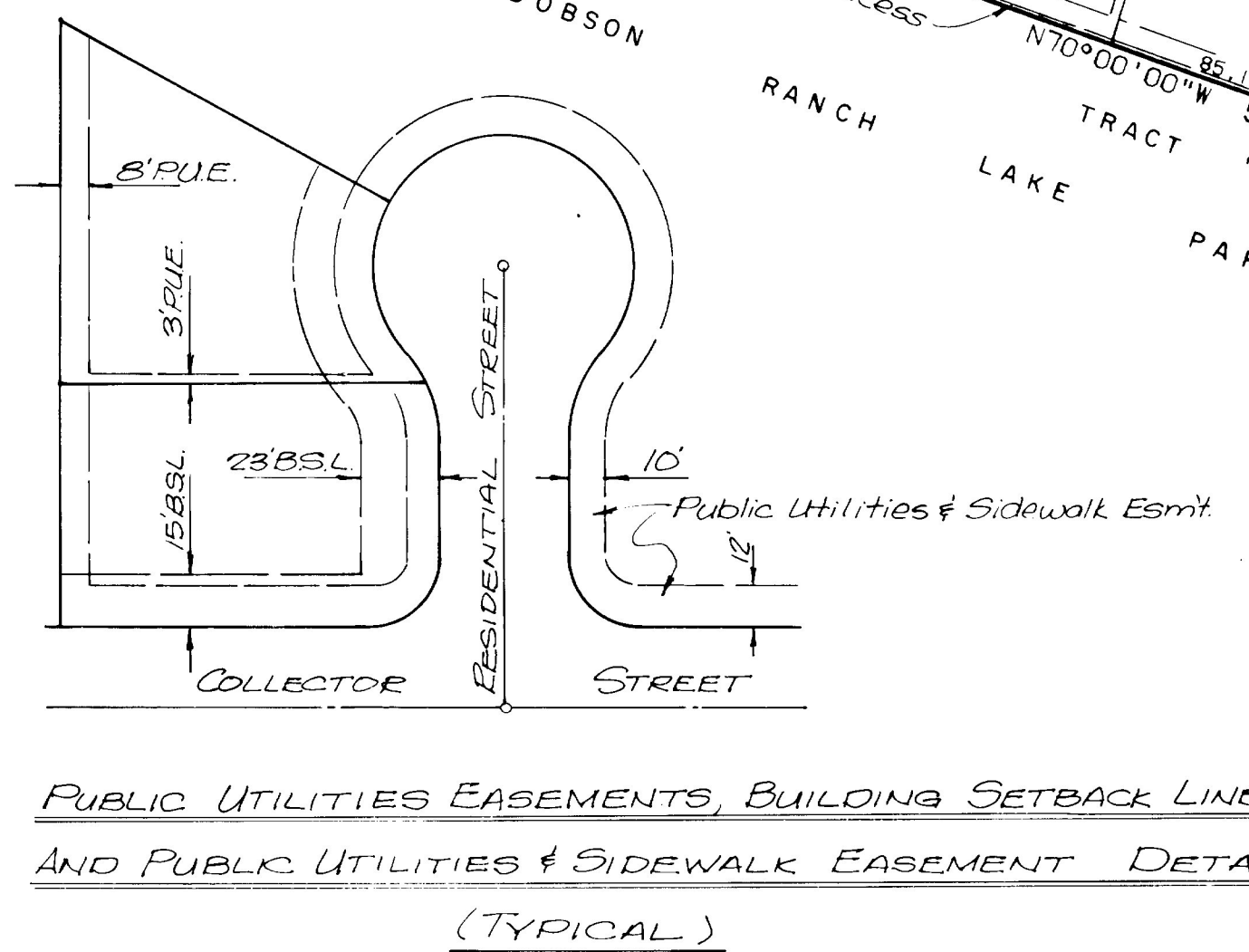
GOLDEN PALMS ESTATES - MESA

198009

STATE OF ARIZONA
County of Maricopa
I hereby certify that the within instrument was filed and recorded in the public records of the County of Maricopa, Arizona, on this 13th day of July, 1977, at 2:45 PM.
Notary Public
Jana D. Long
County Recorder
Deputy Recorder



NUMBER	RADIUS	ARC	DELTA	TRANS
27	935.50	844.25	05°42'26"	453.32
28	775.00	805.94	05°59'35"	443.10
29	640.00	655.69	01°49'50"	443.31
30	850.00	879.40	01°49'50"	440.37
31	800.00	833.19	01°19'00"	417.03
32	450.00	207.77	03°55'00"	173.72
33	450.00	201.59	02°54'00"	102.51
34	600.00	511.44	03°59'24"	216.05
35	125.00	12.52	03°04'36"	30.27
36	400.00	285.01	01°33'59"	143.01
37	431.50	771.17	01°04'43"	38.63
38	19.00	31.98	09°26'51"	21.27
39	174.50	78.56	00°53'09"	39.82
40	895.50	94.63	00°34'04"	41.31
41	9.00	27.91	08°14'04"	17.16
42	431.50	94.59	00°50'16"	98.98
43	468.50	11.24	01°22'29"	5.62
44	9.00	27.33	08°24'51"	16.64
45	37.50	27.29	04°14'51"	14.28
46	37.50	12.39	26°34'43"	1.42
47	37.50	27.29	04°14'51"	14.28
48	9.00	29.43	08°44'56"	18.59
49	468.50	127.71	01°53'34"	64.28
50	9.00	30.29	09°12'00"	19.45
51	19.00	28.14	08°14'04"	17.36
52	37.50	05.87	16°14'59"	233.57
53	9.00	28.14	08°14'04"	17.36
54	824.50	56.72	01°04'53"	78.60
55	9.00	29.85	09°00'00"	19.00
56	665.50	72.29	01°49'50"	86.63
57	19.00	32.96	09°00'00"	22.40
58	19.00	25.73	08°37'02"	16.12
59	614.50	159.09	01°49'50"	75.99
60	9.00	29.85	09°00'00"	19.00
61	9.00	29.85	09°00'00"	19.00
62	800.50	632.46	05°35'00"	458.30
63	9.00	27.87	08°40'21"	17.12
64	625.50	44.02	04°01'58"	22.02
65	099.50	74.30	00°35'18"	37.16
66	9.00	29.19	08°01'06"	18.35
67	149.50	79.12	01°34'13"	89.99
68	9.00	27.33	08°44'32"	17.17
69	387.50	197.61	00°41'14"	98.97
70	37.50	23.89	03°29'49"	12.36
71	37.50	172.10	26°25'43"	1.42
72	37.50	30.15	04°03'53"	15.94
73	418.50	182.01	00°21'07"	91.13
74	33.58	10.16	01°16'09"	23.16
75	149.50	234.84	01°16'09"	18.39
76	9.00	47.30	12°43'25"	36.16
77	37.50	58.06	24°19'28"	1.42
78	19.00	41.30	12°43'25"	36.16
79	149.50	181.90	01°49'50"	84.45
80	9.00	29.85	09°00'00"	19.00
81	875.50	178.59	01°14'16"	65.61
82	9.00	39.29	11°28'31"	31.92
83	37.50	159.12	24°30'17"	1.42
84	19.00	39.29	11°28'31"	31.92
85	875.50	14.30	00°58'33"	7.45
86	9.00	29.40	08°49'40"	18.56
87	19.00	29.53	08°39'06"	18.69
88	618.50	393.87	03°59'12"	203.87
89	150.50	10.75	00°31'23"	25.38
90	574.50	30.81	00°34'23"	15.41
91	19.00	32.14	09°55'27"	1.42
92	624.50	2.69	00°14'48"	1.34
93	675.50	25.00	00°01'14"	12.50
94	19.00	30.59	09°21'46"	19.76
95	581.50	367.84	03°14'36"	190.31
96	19.00	28.69	08°30'24"	17.88
97	468.50	58.82	00°11'35"	25.45
98	125.50	369.62	02°31'12"	88.91



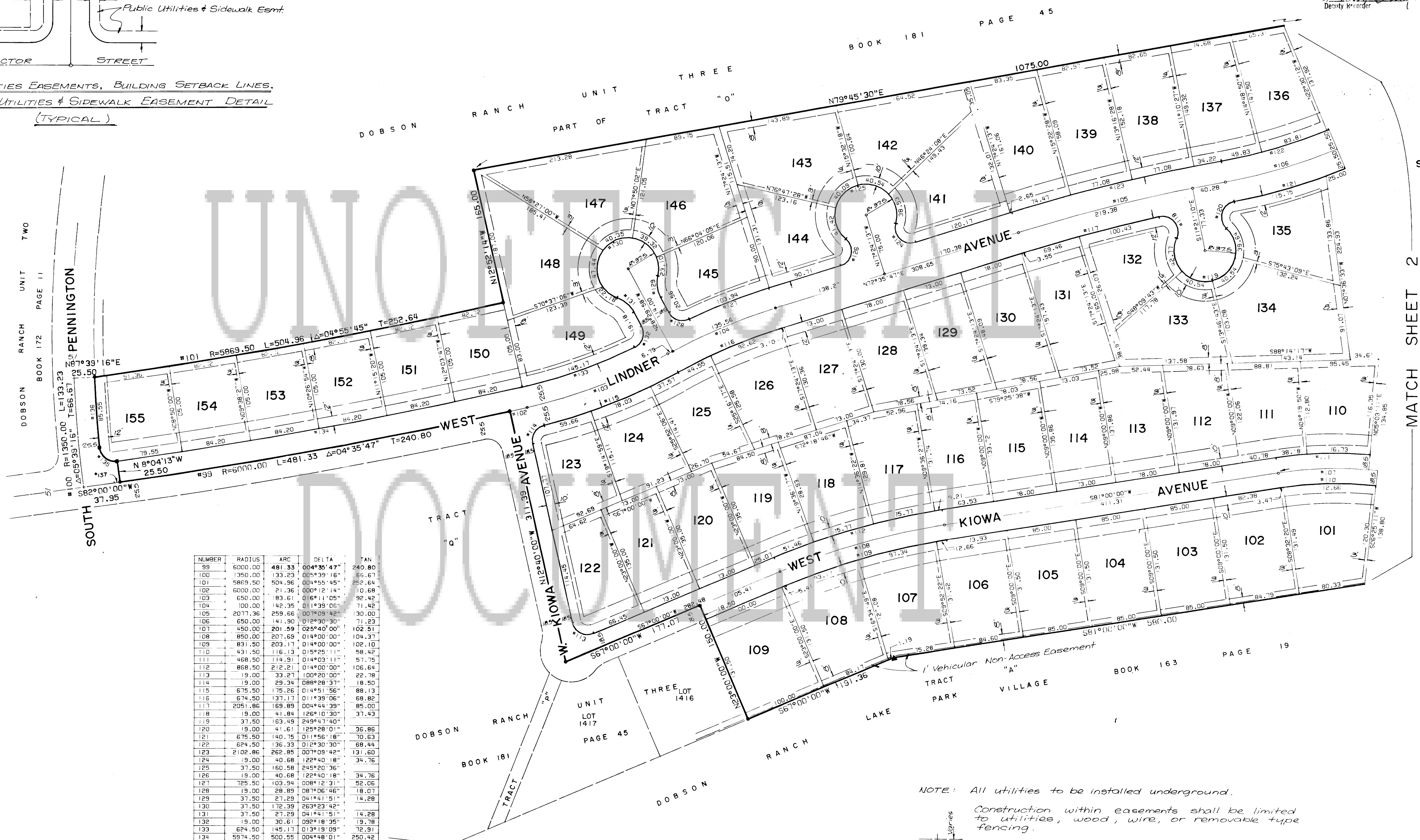
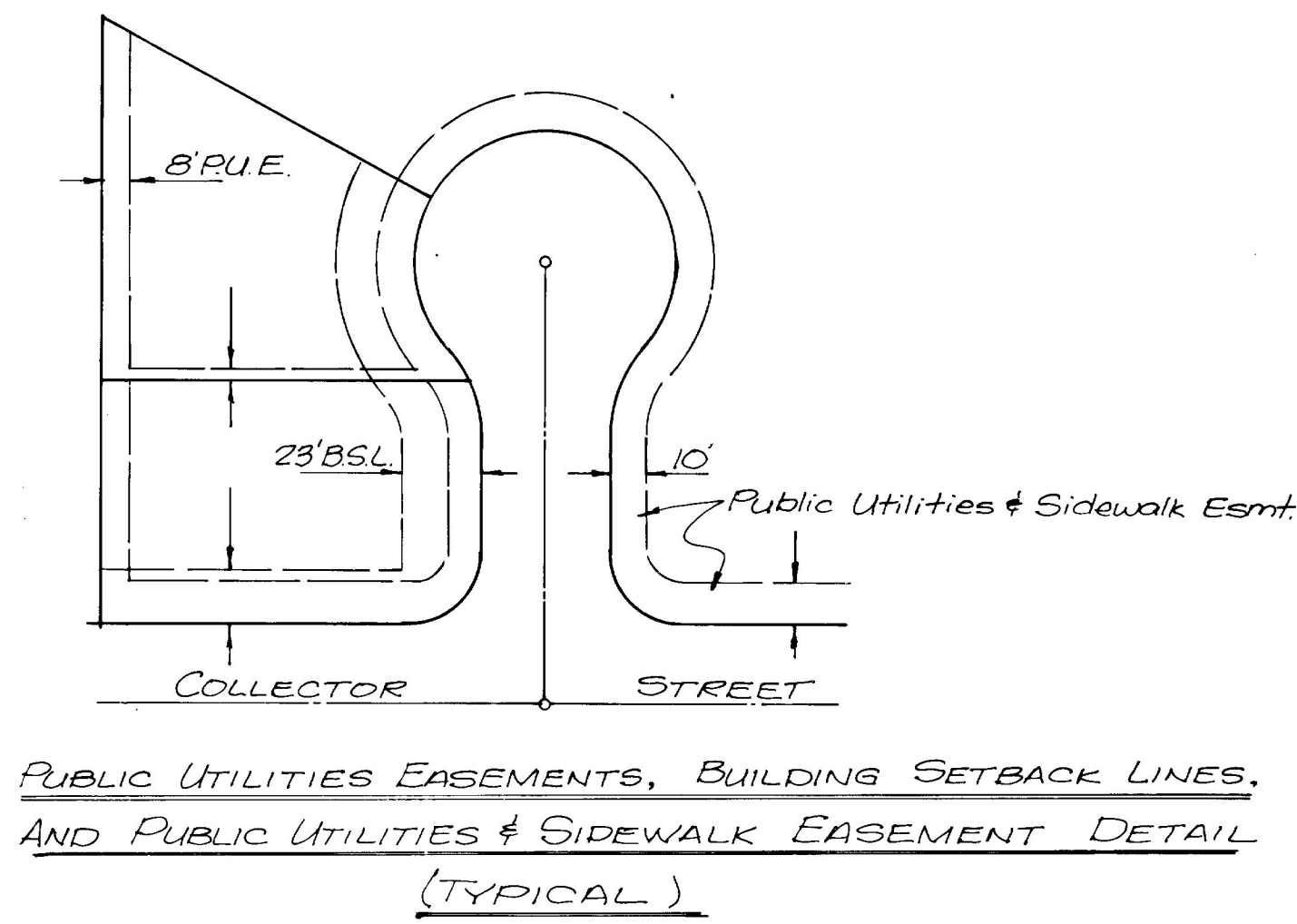
NOTE: All utilities to be installed underground.
Construction within easements shall be limited to utilities, wood, wire, or removable type fencing.
Indicates public utility easement
Indicates set survey monument
Indicates corner of this subdivision, set 1/2" IP unless noted otherwise.
Indicates common corner with DOBSON RANCH LAKE PARK VILLAGE, Bk. 163, P. 19



AMERICAN ENGINEERING CO.
PHOENIX ARIZONA

GOLDEN PALMS ESTATES - MESA

STATE OF ARIZONA
County of Maricopa
I hereby certify that the within instrument was filed and recorded in the public records of the County of Maricopa, Arizona, on the 13th day of July, 1977, at 2:45 PM, in Book 181, Page 45.
Witness my hand and official seal the day and year aforesaid.
Tom F. J. J. County Recorder
By *[Signature]* Deputy Recorder



NUMBER	RADIUS	ARC	DELTA	TAN
99	6000.00	481.33	004°35'47"	240.80
100	1350.00	133.23	005°39'18"	66.67
101	5869.50	504.96	004°55'45"	252.64
102	6000.00	21.36	000°12'14"	10.68
103	650.00	183.61	016°11'05"	92.42
104	100.00	142.35	011°39'06"	71.42
105	2077.36	259.66	007°08'42"	130.00
106	650.00	141.90	012°30'30"	71.23
107	450.00	201.59	025°40'00"	102.51
108	850.00	207.65	014°00'00"	104.37
109	831.50	203.17	014°00'00"	102.10
110	431.50	116.13	015°25'11"	58.42
111	468.50	114.91	014°03'11"	57.75
112	868.50	212.21	014°00'00"	106.64
113	19.00	33.27	100°20'00"	22.78
114	19.00	29.34	088°28'37"	18.50
115	675.50	175.26	014°51'56"	88.13
116	674.50	137.17	011°39'06"	68.82
117	2051.86	169.89	004°44'39"	85.00
118	19.00	41.84	126°10'30"	37.43
119	37.50	163.49	249°17'50"	14.28
120	19.00	41.61	125°28'01"	36.86
121	675.50	140.75	011°56'18"	70.63
122	624.50	136.33	012°30'30"	68.44
123	2102.86	262.85	007°08'42"	131.60
124	19.00	40.68	122°40'18"	34.76
125	37.50	160.58	249°20'36"	14.28
126	19.00	40.68	122°40'18"	34.76
127	725.50	103.94	008°12'31"	52.06
128	19.00	28.89	087°06'46"	18.07
129	37.50	27.29	041°41'51"	14.28
130	37.50	172.39	263°23'42"	14.28
131	37.50	27.29	041°41'51"	14.28
132	19.00	30.61	092°18'35"	19.78
133	624.50	145.17	013°19'09"	72.91
134	5874.50	500.55	004°48'01"	250.42
135	19.00	30.52	092°01'26"	19.68
136	1324.50	85.55	003°42'03"	42.79
137	6000.00	7.36	000°04'13"	3.68

AMERICAN ENGINEERING CO
PHOENIX ARIZONA

RECEIVED FORWARD TO:
Sun American Developers, Inc.
7820 N. 27th Ave., Suite E
Phoenix, AZ 85021

M1232670186

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

This Declaration is made this 6th day of July, 1977 by SUN AMERICAN DEVELOPERS, INC., an Arizona corporation, hereinafter called "Declarant", as owner of the hereinafter described lots, and Declarant executes this Declaration of Reservations, Covenants, Conditions and Restrictions, to run with the real property herein described and for the purposes as hereinafter set forth:

Lots One (1) through One Hundred Fifty-five (155), inclusive, GOLDEN PALMS ESTATES MESA, according to the plat of record in the Office of the County Recorder of Maricopa County, Arizona, in Book 191 of Maps, page 22.

1. The restrictions hereinafter enumerated shall apply to Lots One (1) through One Hundred Fifty-five (155), inclusive, GOLDEN PALMS ESTATES MESA.

2. The lots subject to these restrictions, as enumerated in Paragraph 1 above, shall be known and described as single-family residential lots.

3. No building, except one single-family residence and a private garage or carport for not more than three (3) cars, shall be erected, maintained, placed or permitted on any residential lot or portion of a residential lot in GOLDEN PALMS ESTATES MESA.

4. No garage or other building whatsoever shall be erected on any residential building lot until a dwelling house shall have been erected or until a contract with a reliable and responsible contractor shall have been entered into for the construction of a dwelling which shall comply with the restrictions as herein permitted on any such premises. No garage or other outbuilding shall be used for residential purposes.

5. No dwelling house having a ground floor area of less than one thousand three hundred (1,300) square feet, exclusive of open porches, pergolas, or attached garage, if any, shall be erected, permitted, or maintained on any of the residential lots in GOLDEN PALMS ESTATES MESA.

6. No building shall be erected on any of said residential lots in GOLDEN PALMS ESTATES MESA, the front walls of which are closer than twenty (20) feet to the front property line; nor shall the side walls of any such building be nearer than seven (7) feet to either side property line, except that where an open carport with a storage room, having a parallel

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dimension of not more than seven (7) feet, exists, such carport and storage room may be located not nearer than five (5) feet to a side property line. Provided, further, that this restriction shall not apply to any garage erected on the rear one-third (1/3) of any of said lots.

7. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for the developer of a major portion of said lots in GOLDEN PALMS ESTATES MESA, to maintain during the period of development and sale of said lots, upon such lot or lots as such developer may choose, such facilities, as in the sole opinion of said developer may be reasonably required, convenient or incidental to the development and sale of said lots, including but not without limitation, a business office, storage area, construction yards, model homes and sales office.

8. No solid wall or fence over three (3) feet in height shall be maintained or erected nearer to the front street line of any of the residential lots in GOLDEN PALMS ESTATES MESA, than the front walls of the building erected on such lot; and in case of a lot on which no residence has been erected, no solid wall or fence over three (3) feet high shall be constructed or maintained closer than twenty (20) feet to the front line of such lot. No side or rear fence and no side or rear wall of the building constructed on any of said lots shall be more than six (6) feet in height. No hedge more than three (3) feet in height shall be permitted closer than twenty (20) feet to the front property line of any of said lots in said subdivision. Where a corner lot has its rear lot line in common with the side lot line of the adjacent lot, such common lot line shall be used to measure the set back to be observed with regard to the permitted height of solid walls, fences or hedges under this paragraph.

9. None of said lots nor any portion thereof, shall ever be used for commercial animal husbandry, nor shall any livestock, poultry or other animals, except for the usual household pets, be kept or maintained on any part of said property.

10. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Subject to the provisions hereinafter contained, no structure, planting or other materials shall be placed or permitted to remain upon said easements which may interfere with the installation and maintenance of utilities.

11. The subdivider, developer or any of the owners of said lots may, except as otherwise provided herein, construct upon the property line, private fences or walls, of masonry construction exclusively, and any fence or wall so constructed shall be and remain a party wall and each property owner whose lot includes a party wall shall have the following rights and obligations with respect thereto:

A. Should the party wall at any time while in use by any party be damaged or destroyed by reason of any cause other than the act of negligence of a party, the same shall be repaired or rebuilt at the joint expense of the parties, which expense shall be borne equally by them, provided that any sum received from insurance against such damage or destruction shall be first applied to such restoration. Whenever the wall, or any part thereof, shall be rebuilt, it shall be erected on the same spot which it formerly occupied, and shall be of the same size and of the same or similar materials and of like quality.

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B. The costs and expenses of all other maintenance and repairs, save and except painting, shall be the joint responsibility of the parties, each party to bear one-half of the cost thereof, and each party shall have the sole responsibility for the costs of painting that portion of the party wall which faces his or her lot.

C. Each party shall have an easement of ingress and egress over, upon and across any lot or lots upon which such party shares a party wall, for the purpose of maintaining, repairing or rebuilding the party wall.

D. All or a portion of the party wall may be constructed upon the easements provided for utilities, provided however, that the construction of any such party wall upon said easements shall not constitute a waiver of the right of the City of Mesa and/or other utility companies to exercise any and all rights vested in them by said easements, including but not limited to the right to enter upon said easements and to remove or require to be removed at the expense of the lot owners, any structures located upon said easements which interfere with the installation, operation or maintenance of the sewer and utilities located upon said easements.

E. In the event the City of Mesa or any utility company requires the removal of any party wall which has been constructed upon a utility easement, then and in that event, the owners of the lots upon which the party wall was removed shall hold the City of Mesa and/or utility company harmless ^{Unofficial Document} from any and all costs and liabilities incurred in the removal and rebuilding of said party wall.

F. No party shall acquire any right, title or interest, by adverse possession or otherwise, in and to any portion of another party's lot located on either side of the property line and adjacent to a party wall, it being the intention that any portion of a party's lot located in another party's yard shall be utilized with the consent and permission of the lot owner.

12. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

13. With the exception of one "For Rent" or "For Sale" sign (which shall not exceed 18 by 24 inches in size), no advertising signs or billboards shall be erected, placed or permitted on any lots.

14. The purchaser of any of the hereinabove described lots, and their successors and assigns (herein referred to as Purchaser), by their purchase of said lot(s) agrees that if they make demand upon the Salt River Valley Water Users' Association for delivery of irrigation water to their lot(s), Purchaser shall secure and furnish the Salt River Valley Water Users' Association with the easements and rights of way necessary therefor, and shall pay or bear the full cost and expense to construct, install and re-establish delivery facilities for such delivery to such lot(s), at Purchaser's sole cost and expense, and at no cost and expense to Declarant.

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Deeds of conveyance for said property, or any portion thereof, may contain the above covenants, conditions, stipulations and restrictions by referring to this document, but whether or not such reference is made in such deeds, each and all of these covenants, conditions, stipulations and restrictions shall be binding upon the respective grantees.

The foregoing restrictions and covenants run with the land and shall be binding on all parties and all persons claiming under them until September 1, 2003, at which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years each, unless by a vote of the then owners of a majority of the lots in GOLDEN PALMS ESTATES MESA, it is agreed to change the said covenants and restrictions in whole or in part.

If there shall be a violation or threatened or attempted violation of any of said covenants, conditions, stipulations or restrictions, it shall be lawful for any person or persons owning real property situated in GOLDEN PALMS ESTATES MESA to prosecute under proceedings at law or in equity against all persons violating or attempting to violate or threatening to violate any such restrictions, covenants, conditions or stipulations, and either to prevent him or them from so doing and/or to recover damages or other dues from such violations; provided, however, that a violation of these restrictive covenants, or any one of them, shall not affect the lien of any mortgage now of record, or which may hereafter be placed of record upon said lots or any part thereof.

Failure to enforce any of the covenants, restrictions, rights, reservations, and limitations contained herein shall not in any event be construed Unofficial Document to be a waiver thereof or consent to any further or succeeding breach or violation thereof.

Invalidation of any one or more of these covenants, conditions, restrictions and stipulations shall in no wise affect any of the other provisions which shall remain in full force and effect.

This Declaration of Restrictions is in addition to the Restrictions, Conditions and Covenants contained in instruments recorded in Docket 11453, page 1280, in Docket 11391, page 438, and in Docket 11944, page 184, and the lots herein described are made subject to all of said restrictions, conditions and covenants where applicable.

The benefits and obligations hereunder shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

After the date hereof, each party who acquires any interest in all or any part of the property described herein, further agrees that upon such acquisition of any interest in all or part of the real property, said acquiring party shall look only to the other subsequent property owner or owners acquiring an interest in said property for any performance or relief deemed equitable or necessary for the enforcement of the covenants, conditions and restrictions contained herein.

M1123260190

IN WITNESS WHEREOF, SUN AMERICAN DEVELOPERS, INC., an Arizona corporation, has caused its corporate name and seal to be hereunto affixed by its officers hereunto duly authorized this 6th day of July, 1977.

SUN AMERICAN DEVELOPERS, INC., an Arizona corporation,

By *J. Max Thornton*
Its President

STATE OF ARIZONA }
COUNTY OF MARICOPA } ss

On this 6th day of July, 1977, before me personally appeared J. Max Thornton, who acknowledged himself to be the President of SUN AMERICAN DEVELOPERS, INC., an Arizona corporation, and acknowledged that as such officer being authorized so to do he executed the foregoing instrument for the purposes therein contained.

Dorine M. Douglas
Notary Public

My commission expires:

12-12-80

Unofficial Document

STATE OF ARIZONA }
County of Maricopa } ss

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

ARIZONA TITLE

JUL 20 1977
In Book 186-190

on page 186-190

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

Tom Tidwell

County Recorder

By *R. [Signature]*
Deputy Recorder

200