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PROP RSTR (PR)

RECORDED IN OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA	
MAY 8 - 1984 - 3 ³⁰	
BILL HENRY, COUNTY RECORDER	
FEE	7.50 PGS 7

OASIS VERDE

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

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THIS DECLARATION, made on the date hereinafter set forth by The Ransbottom Corporation, a California Corporation, as hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Maricopa, State of Arizona, which is more particularly described as:

Lots 1 through 127 and Tract "A" inclusive of OASIS VERDE as it appears in the books and records of the County of Maricopa, Arizona, Book 266 of Maps, Page 47.

NOW, THEREFORE, Declarant, the developer of the above described properties, hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and shall be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors or assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to the Oasis Verde Homeowners' Association, Inc., an Arizona Corporation, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

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Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described.

Section 4. "Common Area" shall mean all real property owned by the Association, a corporation, for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

OASIS VERDE Tract "A"

Section 5. "Lot" shall mean and refer to any Lots 1 through 127 inclusive of the recorded OASIS VERDE subdivision map.

Section 6. "Declarant" shall mean and refer to The Ransbottom Corporation, Inc., its successors and assigns if any single such successors or assigns should acquire more than 64 undeveloped Lots from the Declarant for the purpose of development.

Section 7. "Developer" shall mean and refer to any person or entity which is or may be selling residential lots as a portion of Oasis Verde, or constructing residential dwellings for sale to individual buyers.

ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easement of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of owners agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his

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tenants, or contract purchasers who reside on the property.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot shall be a member of of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any lot.

Section 2. The Association shall have two (2) classes of voting membership:

CLASS A. Class A members shall all be owners, with the exception of the Developer and Declarant, of lots 1 through 127 inclusive, and shall be entitled to one vote for each lot owned. When more than one person owns any lot, all such persons shall be members. The vote for each lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to each lot.

CLASS B. The Class B member shall be the Developer or the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A, on the happening of the following event:

(a) When the total votes outstanding in the Class A membership are equal to or greater than or exceed the total votes outstanding in the Class B membership.

ARTICLE IV
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any owner, shall have the right to enforce, but no duty is imposed, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. This paragraph shall not be interpreted so as to impose an affirmative duty to act upon the Association.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in way effect any other provisions which shall remain in full force and effect.

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Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the lot, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said Restrictions in whole or in part.

ARTICLE V
SUBDIVISION RESTRICTION PROVISIONS

Section 1. No part of any dwelling constructed on any of said Lots shall be used for living purposes until the entire structure is complete, and approved by the Maricopa County Building Department, nor shall any structure of a temporary nature be used as a dwelling on any lot.

Section 2. No single family dwelling shall be erected, permitted or maintained on any lot that shall have a ground floor area of less than 1,000 square feet, exclusive of open porches, or attached or detached garages, or carports. A minimum of two covered parking spaces shall be maintained for each single family dwelling.

Section 3. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and a private attached or detached garage or carport.

Section 4. No dwelling shall be erected or placed on any lot having an area of less than 7,000 square feet, nothing herein shall prohibit the owner of a partial lot contiguous to a full lot owned by the same person from constructing one single family residence on the combined complete and partial lot.

Section 5. Each owner agrees, by the acceptance of his deed, not to interfere with or obstruct the Established Drainage pattern over his lot from or adjacent to or other lots, except that an Owner may modify the Established Drainage over his lot, for example, by installation of pipes or paving, provided such modification is necessary for a permitted use of his lot, and provided further that the modification of drainage does not unreasonably burden or interfere with the use of other lots or the drainage to or from other lots. For the purpose of this clause, "Established Drainage" means the drainage that existed at the time the overall grading of the properties and the landscaping of each lot were completed by the Declarant.

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Section 6. If any person shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any person or persons owning any other lots in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from doing so or to recover damages or other dues for such violation provided, however, that a violation of these 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.

Section 7. Invalidation of any one of the easements, covenants, conditions or restrictions of this Declaration by judgement or court order shall not affect any other provisions of this Declaration, which provisions shall remain in full force and effect.

IN WITNESS WHEREOF, THE RANSBOTTOM CORPORATION, as Declarant has caused its corporate name to be signed and its corporate seal to be affixed by the undersigned officer thereunto duly authorized this 9 day of APRIL, 1984.

THE RANSBOTTOM CORPORATION

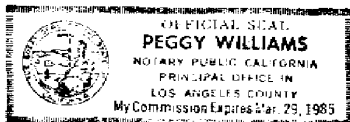
By Jack G. Ransbottom
JACK G. RANSBOTTOM, President

STATE OF CALIFORNIA)
) ss
County of Los Angeles)

On this 9th day of April, 1984, before me, the undersigned Notary Public, personally appeared Jack G. Ransbottom who acknowledged himself to be the President of THE RANSBOTTOM CORPORATION, a California corporation, and that he as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

WITNESS my hand and official seal.

My commission expires: 3-29-85



Peggy Williams
Notary Public

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MARICOPA COUNTY HIGHWAY DEPARTMENT



3325 West Durango Street
Phoenix, Arizona 85009

(602) 262-3611

DATE April 20, 1984
MEMO TO Maricopa County Department of Planning & Development
SUBJECT OASIS VERDE (S 81-12)

A representative of this office has reviewed the above-referenced final plat received on April 18, 1984.

We have no comments or recommendations on this plat.

R. C. ESTERBROOKS
DIRECTOR OF PUBLIC WORKS
AND COUNTY ENGINEER

Harry R. Keller
Harry R. Keller
Assistant County Engineer

GJT:hfg

Distribution	
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JA

R. C. ESTERBROOKS, P.E.
COUNTY ENGINEER

A. W. COLLINS, P.E.
DEPUTY COUNTY ENGINEER

