

84 197509

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

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# MARICOPA COUNTY HEALTH DEPARTMENT

A DIVISION OF THE MARICOPA COUNTY DEPARTMENT OF HEALTH SERVICES  
1825-1845 East Roosevelt Phoenix, Arizona 85006



Phone 622-258-5311

4/19/84 FINAL PLAT Approval

TO: *Plan & Zoning*

RE: *S81-12 OASIS Verde*  
*Sec. 15, T. 1N, R. 7E*

This project is hereby *approved* as a result of our staff review of the material submitted and a site survey was made to insure that the request is in conformance with current regulations of the Maricopa County Health Department. This action is not intended to supersede the requirements of other departments, agencies or authorities.

- Approved Domestic Water Supplier *Desert Sage W.C.*
- Approved Sewage Disposal by *SEPTIC TANKS*
- An approved refuse collection service and garbage disposal area is available to the site.
- Water supplier has been designated as having a 100 year assured water supply by the Arizona Department of Water Resources.

STIPULATIONS:

*N/A*

If there are any further questions regarding the Maricopa County Health Department Regulations please contact us at 258-6381.

*Don Conroy*  
Don Conroy, P.E., Public Health Engineer  
Bureau of Public Health Engineering  
Environmental Services

DC:sh  
cc: Havill Engineering  
Ransbottom Corp.

*Handwritten initials and stamps in a box*

*Handwritten signature*

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

PROP RSTR 1984

OASIS VERDE

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

C

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 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

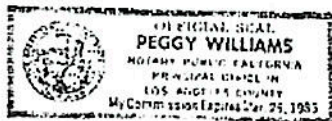
By Jack G. Ransbottom  
JACK G. RANSBOTTOM, President

STATE OF CALIFORNIA )  
County of Los Angeles ) ss

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.

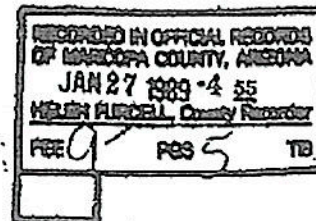
My commission expires: 3-29-85



Peggy Williams  
Notary Public



When Recorded, return to: **RETURN TO BANK**  
**HARRIS & CAMPBELL**  
 OASIS VERDE HOMEOWNERS ASSOC., INC.  
 c/o Udall, Shuway, Blackhurst,  
 Allen, Lyons & Davis, F.C.  
 30 West First Street  
 Mesa, AZ 85201



SECOND AMENDMENT (SUPPLEMENT) TO  
 DECLARATION OF COVENANTS, CONDITIONS, & RESTRICTIONS  
 FOR OASIS VERDE

MOD RSTR (DF)

89 040944

No less than fifty-one percent (51%) of the owners of 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, do hereby amend those portions of the Declaration of Covenants, Conditions and Restrictions for OASIS VERDE ("Supplemental Declaration") dated January 21, 1985, and recorded at Docket 85-028718, pursuant to the powers set forth in Article IV, Section 3 of the Declaration, as follows:

ARTICLE I, SECTION 2.

Owners defined.

"Owner(s)" shall mean and refer to the recorded owner, whether one or more persons or entities of equitable or beneficial title in fee simple (or legal title if same has merged) to any Lot. "Owner(s)" shall include the purchaser of an executory contract for the sale of property. The foregoing does not include persons or entities who hold an interest in any lot merely as security for the performance of an obligation. Except as stated otherwise herein, "Owner(s)" shall not include a lessee or tenant of a Lot.

ARTICLE I, SECTION 4.

Common Areas Defined

"Common Area" shall mean all real property (including the improvements thereto) 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".

ARTICLE III, SECTION 4.

Voting Rights.

Each owner, including Declarant, shall be allocated one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall jointly hold the membership associated with the Lot. The voting for each such Lot shall be exercised as such persons may among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. If any owner or owners



cast a vote representing a certain Lot, it will thereafter be conclusively presumed for all purposes that such owner or owners were acting with the authority and consent of all other owners of the same Lot.

ARTICLE V, SECTION 3.

Residential Use

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 one story in height and a private attached or detached garage. New construction, two-story homes; must be approved by the THE HOME OWNERS' ASSOCIATION by a majority vote.

Architectural Control

The Association shall have an Architectural Control Committee, composed of not less than three (3) resident homeowners of BASIS VERDE HOMEOWNERS ASSOCIATION, which members may also be part of the Board of Directors. The Board of Directors shall be responsible for appointing the members of the Architectural Control Committee. In the event of a death or resignation of any member of the committee, the Board of Directors shall have full authority to designate a successor.

ARTICLE V, SECTION 9

Roofs

Roofs shall be constructed of new materials and fiberglass shingles unless otherwise approved by the Architectural Control Committee prior to installation.

ARTICLE V, SECTION 10

Fences or Party Walls

No fence or other party wall shall be permitted which is in excess of seven (7) feet in height unless otherwise approved by the Architectural Control Committee prior to installation of the same. All property line fences and party walls shall be of masonry/block construction; no chain link along property line or party walls.

89 040944

## ARTICLE V, SECTION 11

## Maintenance of Lawns and Plantings

Each owner shall maintain all lawns and plantings in good condition. Lots shall be kept free of weeds and debris, lawns shall be neatly mowed and trimmed, bushes shall be trimmed, and dead plants, trees, or grass removed and replaced. If, after notice, an Owner refuses to properly maintain landscaping within thirty (30) days; the following actions will take place: a notification will then be sent to the Rural Metro Department (if such weeds, dead plants, should proved to be a fire hazard, and the Rural Metro Fire Department will then proceed to handle the situation.) If there is a hardship, in which the owner is unable due to health or financial obligations or is an absentee landlord; the decision about the maintenance will be discussed by the Board of Directors as to how to proceed, this may require additional time and assistance if requested by the Lot Owner.

Should any unowned lot require maintenance, notify Rural Metro of the Fire Hazard and they will act according to agreement with the County laws, of Maricopa County. These will then place the burden of unsold lots onto Ransbottom and Blanford and their construction supervisors, ridding the Association of further action.

## ARTICLE V, SECTION 12

## Trash Collection and Containment

No garbage or trash shall be placed or kept on any property except in covered containers. In no event shall such containers be maintained so as to be visible from the neighboring property except to make the same available for collection and, then, only the shortest time reasonably necessary to effect such collection. All rubbish, trash, or garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No incinerators shall be kept or maintained on any lot in accordance with Maricopa County Law.

## ARTICLE V, SECTION 13

## Six Acre Natural Desert Area

To the extent of available Association funds, the six acre natural desert area, Tract A, shall be maintained solely for the use of the owners and their family members, guests, tenants, and invitees. In no event; however, shall any motorized vehicle of any kind be permitted on any portion of said area. (Exception: Workers of SALT RIVER PROJECT who must maintain the power lines.)

## ARTICLE V, SECTION 18

## Rules and Regulations

By a majority vote of the Board of Directors, the Association may, from time to time, and subject to the provisions of this

STATE OF ARIZONA

89 04094

ss.

COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me this 26<sup>th</sup>  
day of January, 1989 by Tamara L. Estes  
The President of the CASIS VERDE HOMEOWNERS ASSOCIATION, INC., an  
Arizona Corporation, on behalf of the Corporation.



WITNESSED by my hand and official seal.

June A. Laughrey  
Notary Public

My Commission Expires:

9-30-91



Declaration, adopt, amend, and repeal rules and regulations. Such rules and regulations may restrict and govern the use of the common area.

89 04094

By way of illustration, and not by limitation, the Board may adopt rules and regulations deemed necessary for the safety, care and cleanliness of the properties, to secure the comfort and convenience of all residents, and to implement the provisions of the Declaration and any amendments thereto. The Association rules may not discriminate among owners and shall not be inconsistent with the operative legal documents of the Association. A copy of the Association rules, as they may from time to time be adopted, amended, or repealed, shall be mailed or otherwise delivered to each owner and may be recorded. Upon such mailing or delivery, said Association rules shall have the same force and effect as if they were set forth in and were a part of this Declaration to the extent not inconsistent herewith.

#### SUPPLEMENTAL DECLARATION, SECTION 5C

##### Disabled or Inoperable Vehicles

No motor vehicle which is not in operating condition or otherwise disabled, shall be placed or permitted to remain on the street or on common property or off of your lot boundaries. If said vehicle remains, or appears to be an abandoned vehicle, procedures will follow. First, the owner will be notified by the Board of Directors that said vehicle is to be moved onto their property and safely parked. If vehicle has no apparent owner or owner does not respond to the Board's request; the second action is to inform the Maricopa County Sheriff's Department of a derelict vehicle.

The Sheriff's Department will then tag the Vehicle for removal and return in accordance with County laws and have the vehicle removed. Should the owner then wish the return of the vehicle they must contact the Maricopa Sheriff's Department and ask them where and what the impound fee and towing fee must be paid to retrieve their property.

This Amendment will not alter any other provisions of the Declaration or Supplemental Declaration.

DATED this 20th day of November, 1988.

OASIS VERDE HOMEOWNERS ASSOCIATION, INC..  
An Arizona Corporation

by *Ronnie L. Lott*  
Its President

When recorded, return to:  
 Stewart Title & Trust of Phoenix  
 244 W. Osborn  
 Phoenix, Arizona 85013  
 Attn: Royce Thomas

STEWART TITLE & TRUST OF PHOENIX

SUPPLEMENT TO  
 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for  
 OASIS VERDE

85 028718

~~MOD RSTR~~

WHEREAS, the subdivision Plat of OASIS VERDE was recorded in Book 26E of  
 Maps at page 47, records of Maricopa County, Arizona; AND

WHEREAS, on May 8, 1984, Declaration of Covenants, Conditions and Restrictions  
 was recorded at Recorder's No. 84-197509; AND

WHEREAS, the current owner is now desirous of adding to and supplementing to  
 said declaration.

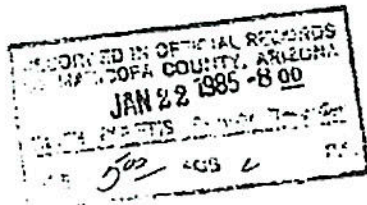
NOW, THEREFORE, STEWART TITLE & TRUST OF PHOENIX, INC., a Delaware  
 corporation, as Trustee under Trust No. 2235, does hereby declare the  
 following addition shall be made to said Declaration:

- 5a. No livestock, horses, cattle, pigs, goats, sheep,  
 chickens, fowl, pigeons, rabbits, or poultry may  
 be kept on any of said lots.
- 5b. No advertising sign, billboard, unsightly objects or  
 nuisance shall be erected, placed or permitted to  
 remain on any of said lots. After a total of 90%  
 of the lots have been conveyed or at the expiration  
 of 18 months from the date of this Document, which-  
 ever comes first, one "For Rent" or "For Sale" sign  
 per lot may be erected.
- 5c. No motor vehicle which is under repair or not in  
 operating condition shall be placed or permitted  
 to remain on any street or any portion of any lot  
 unless it is within an enclosed garage or structure.

Dated this 21<sup>st</sup> day of January, 1985.

STEWART TITLE & TRUST OF PHOENIX, INC.  
 a Delaware corporation.

By: Merrill E. Lloyd  
 Merrill E. Lloyd, Trust Officer



85 028718

STATE OF ARIZONA }  
                          } ss.  
COUNTY OF MARICOPA }

On this, the 2<sup>nd</sup> day of January, 1985, before me the undersigned officer, personally appeared Merrill E. Lloyd, who acknowledged himself to be the Trust Officer of STEHART TITLE & TRUST OF PHOENIX, INC., a Delaware corporation, 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 by himself, as such officer.



Vicia Nunley  
Notary Public

My Commission Expires: 8-6-88