

Donna 8/3/67

15-15

THERE SHALL BE NO RE-SUBDIVISION OF ANY LOT OR PORTION OF LOT WITHIN THIS SUBDIVISION, REGARDLESS OF THE NUMBER OF PARCELS INTO WHICH IT MAY BE RE-SUBDIVIDED, WITHOUT OBTAINING PRIOR APPROVAL OF THE REQUIRED AGENCIES. SUCH APPROVAL SHALL BE EVIDENCED BY THE RECORDATION OF A SUBDIVISION PLAT SETTING FORTH SUCH RE-SUBDIVISION, WITH THE COUNTY RECORDER, MARICOPA COUNTY, ARIZONA. ALL OF THE RESTRICTIVE COVENANTS SHOWN ON THE PLAT RECORDED IN BOOK III OF MAPS, PAGE 7, IN THE OFFICE OF THE MARICOPA COUNTY RECORDER, ARIZONA, CONTRARY TO THIS STATEMENT ARE HEREBY REVOKED.

SUNBURST FARMS ONE

A RESUBDIVISION OF SUNBURST FARMS, A SUBDIVISION RECORDED IN BOOK III OF MAPS, PAGE 7, IN THE OFFICE OF THE MARICOPA COUNTY RECORDER, MARICOPA COUNTY, ARIZONA.

DEDICATION

STATE OF ARIZONA } SS
COUNTY OF MARICOPA

KNOW ALL MEN BY THESE PRESENTS:

THAT TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA, AN ARIZONA CORPORATION, AS TRUSTEE, HAS RESUBDIVIDED UNDER THE NAME OF "SUNBURST FARMS ONE" SUNBURST FARMS, A SUBDIVISION RECORDED IN BOOK III, OF MAPS, PAGE 7, IN THE OFFICE OF THE MARICOPA COUNTY RECORDER, MARICOPA COUNTY, ARIZONA, AND SITUATED IN THE SOUTH HALF OF THE NW 1/4 OF SECTION 10, T3N, R2E, Q.A.S.R.B.M., MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF "SUNBURST FARMS ONE" AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF LOTS AND STREETS CONSTITUTING SAME, AND THAT EACH LOT AND STREET SHALL BE KNOWN BY THE NUMBER OR NAME GIVEN EACH RESPECTIVELY ON SAID PLAT AND HEREBY DEDICATES TO THE PUBLIC FOR USE AS SUCH, THE STREETS AS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.

IN WITNESS WHEREOF, TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA, AS TRUSTEE, HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED.

TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA, AS TRUSTEE

BY Dustin
TRUST OFFICER

ACKNOWLEDGEMENT

STATE OF ARIZONA } SS
COUNTY OF MARICOPA

ON THIS 11 DAY OF JULY 1967, BEFORE ME, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED LS MATHIAS WHO ACKNOWLEDGED HIMSELF TO BE TRUST OFFICER OF TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA, AN ARIZONA CORPORATION, AND ACKNOWLEDGED THAT HE AS A TRUST OFFICER BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED, SIGNING THE NAME OF THE CORPORATION, AS TRUSTEE, BY HIMSELF AS A TRUST OFFICER.

IN WITNESS WHEREOF: I HEREUNTO SET MY HAND AND OFFICIAL SEAL

Notary Public
NOTARY PUBLIC

MY COMMISSION EXPIRES 2-15-69

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WERE MADE UNDER MY DIRECTION DURING THE MONTH OF JUNE, 1967.

Notary Public
REGISTERED CIVIL ENGINEER

APPROVAL

APPROVED BY THE COUNCIL OF THE CITY OF PHOENIX, ARIZONA THIS 12 DAY OF August, 1967

BY James J. Gorman ATTEST Notary Public
CLERK

APPROVED BY Notary Public CITY ENGINEER DATE 2-1-67

COT & VAN LEE

2-24-3

NOTES:
9 INDICATES CORNER THIS SUBDIVISION & COR. SUNBURST FARMS FD. 1/2" BAR UNLESS OTHERWISE NOTED.

THE FINISH FLOOR ELEVATION OF ANY RESIDENCE SHALL BE NOT LESS THAN 1' ABOVE THE PREVAILING FINISHED LOT GRADE AT THE STRUCTURE SITE.

ACKNOWLEDGEMENT
STATE OF ARIZONA } SS
COUNTY OF MARICOPA

ON THIS 11 DAY OF JULY 1967, BEFORE ME, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED LS MATHIAS WHO ACKNOWLEDGED HIMSELF TO BE TRUST OFFICER OF TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA, AN ARIZONA CORPORATION, AND ACKNOWLEDGED THAT HE AS A TRUST OFFICER BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED, SIGNING THE NAME OF THE CORPORATION, AS TRUSTEE, BY HIMSELF AS A TRUST OFFICER.

IN WITNESS WHEREOF: I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

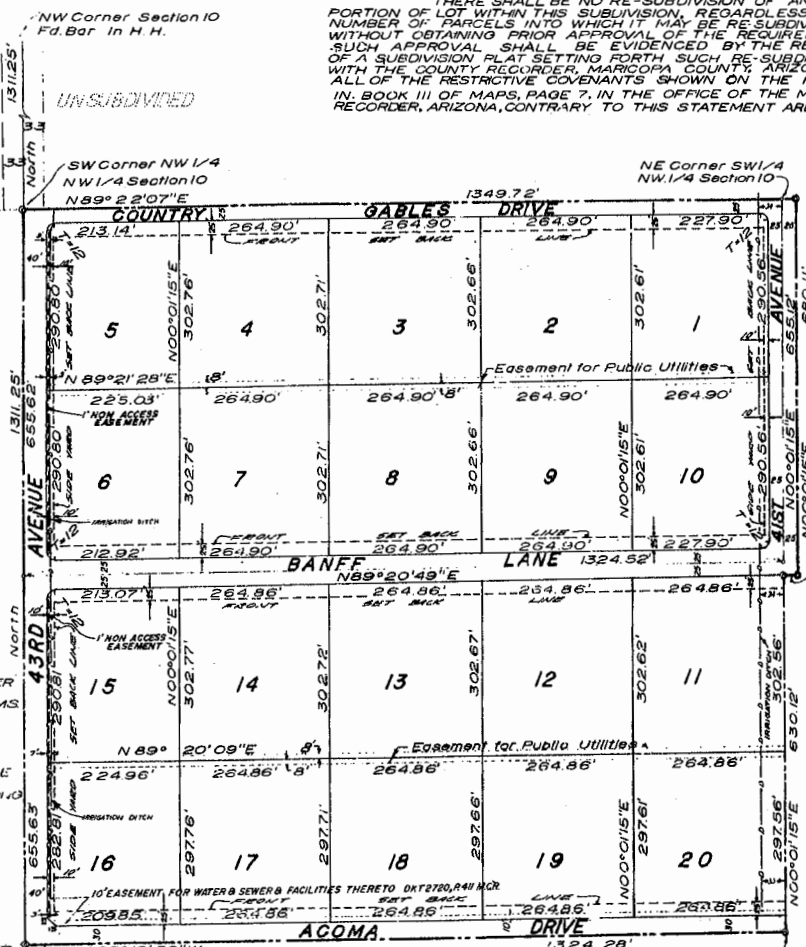
RATIFICATION

KNOW ALL MEN BY THESE PRESENTS: THAT THE FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF PHOENIX, AN ARIZONA CORPORATION HAVING A MORTGAGEE'S INTEREST IN THE PREMISES DESCRIBED AND PLATTED HEREON, HEREBY RATIFIES THIS MAP OF "SUNBURST FARMS ONE" AND THE MATTERS HEREIN CONTAINED.

IN WITNESS WHEREOF: THE FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION HERUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED OFFICERS.

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION

BY Notary Public ATTEST



NOTE:
CONSTRUCTION WITHIN THE EASEMENTS SHALL BE LIMITED TO UTILITIES, AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCING.

UNSUBDIVIDED



UNSUBDIVIDED

115-15

BASE FILE

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When recorded mail to:
Transamerica Title Ins.
P. O. Drawer 13028
Phoenix, Arizona

DECLARATION OF RESTRICTIONS

Re: Trust 4985

KNOW ALL MEN BY THESE PRESENTS:

That Transamerica Title Insurance Company of Arizona, an Arizona corporation, as Trustee, being the owner of:

Lots One (1) through Twenty (20) in SUNBURST FARMS ONE and

according to the plat thereof recorded in the office of the County Recorder of Maricopa County, Arizona, in Book 115 of Maps, page 15 thereof, and desiring to establish the nature of the use and enjoyment thereof, do hereby declare said lots in SUNBURST FARMS ONE subject to the following express conditions and stipulations as to the use and enjoyment thereof, to-wit:

1. The lots subject to these restrictions as enumerated above shall be known and described as single family residential lots.
2. No building except one single family residence, a private garage or carport detached or semi-detached for not more than two (2) cars, and a structure to serve as stable, livestock shelter, and/or tack room, shall be erected, maintained, placed or permitted on any residential lot or portion of said residential lots in SUNBURST FARMS ONE. Such stable, livestock shelter, and/or tack room shall be of a design harmonious with the other structure or structures upon said lot, and no use of used or inferior materials shall be permitted. Any quarters for servants or guests must be an integral part of said residence.
3. No garage or any other building whatsoever shall be erected on any of said residential building lots 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 herein permitted on any such premises. No garage or stable and tack room shall be used for residential purposes.
4. No dwelling house having a ground floor area of less than eleven hundred (1,100) square feet, exclusive of open porches, pergolas, or attached garage, if any, shall be erected, permitted or maintained on any of said residential lots in SUNBURST FARMS ONE.
5. No building shall be erected on any said residential lots in SUNBURST FARMS ONE, the front walls of which are closer than twenty (20) feet from the front property line, except that a front porch, an attached garage or carport, may project into the front yard not more than five (5) feet, nor shall the side walls of any such building be nearer than fifteen (15) feet from the property line on each side of said lot; provided, further, that this restriction shall apply to the stable, livestock shelter, and/or tack room, which structure may not be located closer than twenty-five (25) feet from the main structure or residence, nor closer than twenty (20) feet to any side property line.
6. No solid wall or fence over five (5) feet in height shall be maintained or erected nearer to the front street line of any of the said residential lots in SUNBURST FARMS ONE 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

MI 6707 475

of fence over five (5) 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, other than the 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 said 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.

7. Horses, poultry, or livestock may be kept or maintained on any of said lots, which horses, poultry, and/or livestock shall be for the sole and exclusive use and enjoyment of the owners of said lot and their invited guests. The maintenance of such horses, poultry, and/or livestock and the physical facilities for the same shall be maintained by lot owner in a clean, neat, orderly fashion in accordance with the prevailing custom and usage, so that such facilities shall not become a nuisance to the remaining lot owners in said SUNBURST FARMS ONE. Any such physical facilities for the maintenance of poultry, livestock, or horses must be maintained at a minimum distance of seventy (70) feet from the front property line of any said lots. None of said lots or any portion thereof shall ever be used for commercial animal husbandry.

8. There shall be reserved on the rear lot line of each lot as conveyed, an easement of eight (8) feet, which easement shall be for the purpose of providing irrigation water and ingress and egress. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within all these easements, no structure, planting, or other materials shall be placed or permitted to remain which may interfere with the purpose of which these easements have been reserved.

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

10. Prior to May 1, 1972, no lot may be divided into smaller parcels, and thereafter any such division shall be in accordance with those restrictions pertaining to resubdivision as shown on the plat of SUNBURST FARMS ONE. No division of any lot shall result in a parcel containing less than eight thousand (8,000) square feet gross area.

11. Upon recordation of said approved subdivision plat, referred to in Paragraph 10 above, Paragraphs 1 through 7, 9, and 10 of the foregoing Declaration of Restriction shall have no further force and effect as to those lots which are resubdivided in accordance with the provisions of Paragraph 10 herein contained, and shall henceforth be governed by the covenants and conditions hereinafter set forth in Paragraphs A through I, and Paragraphs 8 and 12 through 15.

A. The lots subject to these restrictions shall be known and described as single-family residential lots.

B. No building, except one single-family residence and a private garage or carport for not more than two (2) cars shall be erected, maintained, placed, or permitted on any residential lot or portion of a residential lot in SUNBURST FARMS.

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C. No garage or any 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 herein permitted on any such premises. No garage or other out building shall be used for residential purposes.

D. No dwelling house having a ground floor area of less than nine hundred (900) 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 SUNBURST FARMS

E. No building shall be erected on any residential lots in SUNBURST FARMS, the front walls of which are closer than twenty (20) feet to the front property line, except that a front porch, an attached garage or carport may project into the front yard not more than five (5) feet; nor shall the side walls of any such building be nearer than five (5) feet to one side property line, nor nearer than nine (9) feet to the other side property line, as may be decided by the builder provided further that this restriction shall not apply to any garage erected on the rear one-third (1/3) of any of said lots.

F. 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 SUNBURST FARMS 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, other than the 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 rear 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 setback to be observed with regard to the permitted height of solid walls, fences or hedges under this paragraph.

G. None of said lots, nor any portion thereof, shall ever be used for commercial animal husbandry, nor shall any horses, poultry, and/or livestock be maintained on any of said lots containing an area of less than one acre, it being the intent herein that horses, poultry, and/or livestock may be maintained only on lots containing an area of one acre or more.

H. Easements for installation and maintenance of utilities, irrigation, and drainage facilities are reserved as shown on the recorded plat, and in Item 8 of the restrictions on SUNBURST FARMS ONE. Within these easements no structure, planting or other materials shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities.

I. 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.

12. Deeds of conveyance for said property, or any portion thereof, may contain the above covenants, conditions, stipulations and restrictions by reference 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.

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13. The foregoing restrictions and covenants run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1997, at which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years each, unless by vote of a majority of the then owners of lots in SUNBURST FARMS it is agreed to change the said covenants and restrictions in whole or in part.

14. 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 SUNBURST FARMS to prosecute 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, or to recover damages or other dues from 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 on record, or which may hereafter be placed of record upon said lots or any part thereof.

15. Invalidity 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.

IN WITNESS WHEREOF, Transamerica Title Insurance Company of Arizona, an Arizona corporation, as Trustee, has heretofore caused its corporate seal to be affixed and the name to be attested by the signature of its duly authorized officers, this 16 day of August, 1967.

TRANSMERICA TITLE INSURANCE COMPANY
OF ARIZONA

By *D. Mattie*
Trust Officer

These restrictions are hereby ratified, affirmed and approved.

FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION OF PHOENIX

By *C. X. Freund*
Branch Vice President

ATTEST:

Ray E. Williams

MT 6707 478

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this, the 14th day of August, 1967, before me the undersigned officer, personally appeared C. H. Evans and Roy E. Wassner, who acknowledged themselves to be the Senior Vice President and Assistant Secretary, respectively, of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF PHOENIX, and that being authorized so to do, they executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves, as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Rosie B. Bingham
Notary Public

My commission expires:
July 7, 1970

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this, the 16 day of August, 1967, before me, the undersigned officer, personally appeared R. D. Mattison who acknowledged himself to be the First Officer of TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA, and that being authorized so to do, he executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself, as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Kathryn Compton
Notary Public



My commission expires:

CL-1000

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STATE OF ARIZONA)
County of Maricopa)
I hereby certify that the aff-
in instrument was filed and re-
corded at request of
Transamerica Title Ins. Co.
AUG 21 1967-6 52 PM

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on the day and year stated.

CLIFFORD H. WARD
Recorder

By Clifford H. Ward
Recorder

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DKT 8801 PAGE 852

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

Carol Wilson & Arlene Wilson being the owner(s)
of the following described real property situated in Maricopa County, Arizona:

Lot(s) *14* of SUNBURST
FARMS UNIT ONE according to the plat thereof recorded
in the office of the County Recorder of Maricopa County,
Arizona in Book 115 of Maps at Page 15 thereof

do(es) hereby declare that said property shall be held by (him)(it)(them) and
their successors as subject to the following easements, restrictions, covenants
and conditions, all of which are for the purpose of enhancing and protecting the
value, desirability and attractiveness of the real property; of establishing a
uniform class of membership among the members of Sunburst Farms Mutual
Water and Agricultural Company, an Arizona non-profit corporation, and of
establishing as near as may be, mutuality of rights and remedies between the
declarant(s), said non-profit corporation and the members of said non-profit
corporation as owners of real property situated within the Sunburst Farms
Project as hereinafter described.

The declarant(s) will convey the above described real property
subject to the protective covenants, conditions, restrictions, liens or charges
hereinafter set forth or provided for.

ARTICLE I

Definitions

Section 1

"Association" and "corporation" are deemed to be synonymous herein
and mean and refer to Sunburst Farms Mutual Water and Agricultural Company,
an Arizona non-profit corporation, its successors and assigns.

Section 2

"Sunburst Farms Project" shall mean and refer to all of the following
described real property situated within Maricopa County, Arizona:

A. Lots One (1) through Twenty (20) inclusive of Sunburst Farms
One according to the plat of record in the office of the Maricopa County
Recorder in Book 115 of Maps, at page 15 thereof;

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B. Lots One (1) through Twenty (20) inclusive of Sunburst Farms Three according to the plat of record in the office of the Maricopa County Recorder in Book 113 of Maps, at page 40 thereof;

C. Lots Fifty-three (53) through Ninety-two (92) inclusive of Sunburst Farms Four according to the plat of record in the office of the Maricopa County Recorder in Book 116 of Maps, at page 32 thereof;

D. Lots Ninety-three (93) through One Hundred Thirty-two (132) inclusive of Sunburst Farms Five according to the plat of record in the office of the Maricopa County Recorder in Book of Maps, at page thereof;

E. Lots One Hundred Thirty-three (133) through One Hundred Forty (140) inclusive of Sunburst Farms Six according to the plat of record in the office of the Maricopa County Recorder in Book 120 of Maps, at page 10 thereof;

F. Lots One Hundred Forty-one (141) through Two Hundred Ten (210) inclusive of Sunburst Farms Seven according to the plat of record in the office of the Maricopa County Recorder in Book 121 of Maps, at page 19 thereof;

G. Lots Two Hundred Eleven (211) through Two Hundred Forty-two (242) inclusive of Sunburst Farms Eight according to the plat of record in the office of the Maricopa County Recorder in Book 122 of Maps, at page 27 thereof;

H. Lots Two Hundred Forty-three (243) through Two Hundred Forty-seven (247) inclusive of Sunburst Farms Nine according to the plat of record in the office of the Maricopa County Recorder in Book 123 of Maps, at page 43 thereof;

I. Lots Two Hundred Forty-eight (248) through Two Hundred Fifty-two (252) inclusive of Sunburst Farms Ten according to the plat of record in the office of the Maricopa County Recorder in Book of Maps, at page thereof;

J. Lots Two Hundred Fifty-three (253) through Three Hundred Thirty-one (331) inclusive of Sunburst Farms Eleven according to the plat of record in the office of the Maricopa County Recorder in Book 124 of Maps, at page 4 thereof;

K. Lots Four Hundred Seventy-one (471) through Five Hundred Forty-nine (549) inclusive of Sunburst Farms Twelve according to the plat of record in the office of the Maricopa County Recorder in Book 125, at page 6 thereof;

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L. Lots Four Hundred Eleven (411) through Four Hundred Fifty-eight (458) inclusive of Sunburst Farms Fourteen according to the plat of record in the office of the Maricopa County Recorder in Book 130 of Maps, at page 8 thereof;

M. Lots Five Hundred Fifty (550) through Five Hundred Seventy-nine (579) inclusive of Sunburst Farms Fifteen according to the plat of record in the office of the Maricopa County Recorder in Book 125 of Maps, at page 49 thereof;

N. Lots Five Hundred Eighty (580) through Six Hundred One (604) inclusive of Sunburst Farms Sixteen according to the plat of record in the office of the Maricopa County Recorder in Book of Maps, at page thereof;

O. Those portions of the following described real property which may be, by recorded and approved subdivision plat, subdivided into lots for the construction and occupancy of single family residences, said lots each containing an area of not less than 35,000 square feet:

(1) The Southwest one-quarter of the Southwest one-quarter of Section 3, Township 3 North, Range 2 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

(2) The North one-half of the Southwest one-quarter of Section 3, Township 3 North, Range 2 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Section 3.

"Lot", "unit", or "parcel" shall be synonymous and shall mean and refer to each of the lots included within and created by the above described subdivision plats, portions thereof and unsubdivided acreage, provided however, that for purposes of determining the qualifications for membership in Sunburst Farms Mutual Water and Agricultural Company, and the rights, duties, liabilities and attributes of membership in said corporation:

A. No parcel of land containing less than 35,000 square feet of area shall constitute a lot, unit or parcel; however in determining the area comprised within any such parcel, no deductions shall be made for areas that are the subject of the grant or reservation of easements or other users, or the dedication of alleys or other similar rights of way for access to the rear or side of any such parcel;

B. Any contiguous tract of land situated within the Sunburst Farms Project regardless of the amount of area contained within its boundaries and regardless of whether or not said tract contains more than one of the lots created, defined and described by the subdivision plats referred to above, or portions thereof, which is all owned or leased by the same person, persons or entities, shall be deemed as constituting a single lot, unit or parcel so long as said tract continues to be owned or leased under such common ownership;

C. The acquisition by the owners or lessees of a tract of land qualifying them for a membership in the association of an additional adjoining tract or tracts of land within the Sunburst Farms Project shall not entitle them to an additional membership or memberships in the association.

D. The gift, devise, transfer, sale or leasing of a portion of their tract of land by the owners or lessees of a tract of land qualifying them for a membership in the association shall, if the portion retained by such owners or lessees is not less than 35,000 square feet in area, allow them to retain a membership in the association. If the portion of their tract transferred, sold or leased by them is not less than 35,000 square feet in area, their transferees, purchasers or lessees shall also be entitled to qualify for a membership in the association with respect to the portion transferred, purchased or leased.

Section 4

"Member" shall mean and refer to every person or entity who qualifies for membership in the association. The qualifications for membership in the association are as set forth below. However notwithstanding the fact that a lot, unit or parcel may have more than one owner or lessee, only one membership shall be recognized with respect to each lot, unit or parcel as defined above.

Section 5

"Person" is defined as including natural persons, corporations, partnerships, and joint ventures.

Section 6

Qualifications and Rights

A. A person or entity must be the owner of equitable title (or legal title if equitable title has been merged) as the lessee for a term of one year or longer with his lessor's written consent to his acquisition of membership of one or more lots, units or parcels as defined in Section 3 above, of real property situated within the Sunburst Farms Project as described above;

B. All fees, dues, assessments or charges due the association with respect to all lots, units or parcels owned or leased by the person or entity must have been paid currently or else compromised or forgiven by the corporation;

C. Each membership entitles its holders or owners jointly to exercise only one vote. Any implication in the foregoing to the contrary notwithstanding, the owners or lessees of two or more non-contiguous lots, units or parcels shall be entitled to qualify for a membership for each such lot, unit or parcel and they may jointly exercise one vote for each membership owned or held;

D. Voting rights of members and their liabilities for membership fees, dues and assessments shall be recognized and made on a per lot, unit or parcel basis computed as hereinafter set forth on the number of lots, units or parcels owned or leased. Each membership entitling the owner or lessees to one vote per lot, unit or parcel owned or leased. Membership fees, dues and assessments shall be equal for each lot, unit or parcel and uniformly levied, assessed or collected for each lot, unit or parcel owned by each member.

E. Nothing in paragraph D above shall be construed as restricting the right of the corporation to charge and collect for water, services or equipment furnished or made available on the basis of units of quantity of water furnished or made available, man hours of labor or services, hours of usage of equipment furnished or made available, total area of land within the tract served, or any other non-discriminatory schedule of rates for furnishing or making available water, services or equipment based upon considerations of the cost and expenses incurred by the corporation, including reserves and overhead, without regard to the number of lots, units or parcels owned by the recipient member.

F. Lessees shall be entitled to membership only with the written consent of their lessors. Lessors who have given such written consent may not exercise their rights of membership until such lease relationship has terminated, unless they have retained the use and occupancy of a portion of the tract owned by them, said portion retained containing not less than 35,000 square feet of area. In the absence of such consent, the rights and duties of membership shall remain with the lessor throughout the term or duration of any such lease relationship.

G. If a lot, unit or parcel is owned or leased by more than one person, or by a corporation, partnership or joint venture, voting rights of membership shall lie with the following persons:

(1) If the lot, unit or parcel is leased or owned by a married couple, voting rights of membership shall be exercised by the husband unless this authority has been delegated in writing to the wife and has been presented by her to the Secretary of the corporation.

(2) If the lot, unit or parcel is owned or leased by a married couple and the husband does not reside on the property as a consequence of a separation of two months or longer, or divorce and the wife resides on the property, voting rights of membership shall be exercised by the wife.

(3) If the lot, unit or parcel is owned or leased by persons not married to each other, a partnership or joint venture, all co-owners or co-lessees must join in and concur in the exercise of their voting rights, however one person may vote for all upon presentation to the Secretary of the corporation of written evidence that this authority has been delegated to him.

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(4) If the lot, unit or parcel is owned or leased by a corporation, any officer, agent or employee of the corporation may exercise the voting rights of the owner or lessee, upon presentation to the Secretary of the corporation of written evidence of a corporate resolution of the Board of Directors of the owner or lessee authorizing the officer, agent or employee to exercise its voting rights.

II. Upon the sale, gift or transfer by or from any member of his ownership of a lot, unit or parcel in the Sunburst Farms Project (even though legal title may be retained to secure payment of a deferred balance of a purchase price or debt), or the termination of any lessee's rights of occupancy, all rights of membership acquired by virtue of ownership or lease of said lot, unit or parcel shall terminate and cease completely.

I. Persons becoming the owners or lessees of lots, units, or parcels situated within the Sunburst Farms Project which, on June 30, 1971, had not been sold by the subdivider-developer, or its trustee, shall be entitled to membership only upon a finding by the Board of Directors of the corporation that it has acquired or received adequate assets, including but not limited to wells, water rights, distribution lines, ditches, easements, equipment, goods and facilities to adequately serve the needs or reasonable requests of such persons and the other members of the corporation.

J. Notwithstanding any provision or implication of the foregoing to the contrary, the subdivider-developer of the subdivisions or tracts comprising the Sunburst Farms Project as described above shall not be entitled to membership in the association, shall not enjoy the benefits of membership nor be subject to the duties or liabilities of membership with respect to the lots within the project which it has created but has not sold. However after a lot, unit or parcel has been sold by the subdivider-developer, if said lot is thereafter reacquired by the subdivider-developer, the subdivider-developer shall be entitled to membership and shall enjoy the same benefits and be subject to the same duties and liabilities of membership as any other person or entity all as provided herein.

K. It is acknowledged however by the Declarant on behalf of himself, his marital community, his co-owners and their successors in interest, that the definitions of and qualifications for membership in the association are subject to alteration, modification or change by appropriate action of the corporation or its Board of Directors and that the right to membership of subsequent applicants will be determined by the definitions and qualifications of membership then in force as adopted by the corporation.

ARTICLE II

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Rights Granted To The Association

Section 1

Easements heretofore granted or reserved for the installation and maintenance of irrigation and drainage ditches and facilities and bridle paths are acknowledged as running in favor of and inuring to the association for its use and enjoyment, together with reasonable rights of ingress and egress for inspection, repair, maintenance, replacement or modification of said facilities.

Section 2

The declarant having sought membership in the association for the purpose of maintaining his property in such a manner as to not depreciate the value of other property within the Sunburst Farms Project and for acquiring the right on behalf of himself, his marital community, his heirs, devisees, successors and assigns, with others, as members of the association acting through it, to require other persons owning property in the project to maintain their property in such a manner as to not depreciate the value of other properties within the Sunburst Farms Project, therefore the declarant agrees, on behalf of himself, his marital community, his heirs, devisees, successors and assigns to be bound by the Articles of Incorporation as presently in force or as hereafter amended and the by-laws as presently in force or as hereafter amended of the Sunburst Farms Mutual Water and Agricultural Company, and acknowledges that the Board of Directors of said corporation may fix rates for the tillage of the project lands or for the delivery of irrigation water or for the rendering of agricultural services or benefits.

Section 3

The declarant acknowledges on behalf of himself, his marital community, his heirs, devisees, successors and assigns that in the event that he fails or refuses to maintain his property used in conjunction with the transportation and delivery of irrigation water, to the standard as required by the Board of Directors of the association, then the Board shall have the absolute right to improve the subject property used in conjunction with the transportation and delivery of irrigation water, in such a way as to maintain the standards of the association. The cost or expense incurred by the association shall be a debt owing to the association from the owner or owners of the subject real property and payment thereof shall be secured by a lien upon all of the subject real property and improvements thereon arising and perfected as such costs or expenses are incurred by the association.

Section 4

It is acknowledged and agreed by the declarant on behalf of himself, his marital community, his heirs, devisees, successors and assigns that no member may exempt himself from liability or charges fixed by the Board of Directors for the delivery of irrigation water or for charges for the tillage of the project lands or for other charges in connection therewith which the Board of Directors may fix by his waiver of the use or enjoyment of irrigation or other service or services provided by the association or by the member's abandonment of his unit.

Section 5

It is acknowledged and agreed by the declarant on behalf of himself, his marital community, his heirs, devisees, successors and assigns that the above mentioned charges, if not paid within the time fixed for payment by the Board of Directors, shall be delinquent and shall become a lien upon said member's lot and shall continue to be such lien until fully paid. Said charges shall bear interest from the date of delinquency at the rate of six per cent (6%) per annum. The lien referred to in this Article II shall be subordinate to the lien of any first purchase money mortgage. The amount of principal and interest owed by each member to the association shall be a debt, and shall be collectible by any lawful procedure allowed by the laws of the State of Arizona.

Section 6

It is acknowledged and agreed by the declarant on behalf of himself, his marital community, his heirs, devisees, successors and assigns that each member, by his acceptance of a deed to a lot, or by his lease of a lot, hereby expressly vests in the association or its agents, the right and power to bring all actions against such member for the collection of such charges and to enforce the aforesaid lien by all methods available for the enforcement of such liens and such member hereby expressly grants to the association the power of sale in connection with said lien.

Section 7

It is further acknowledged and agreed by the declarant on behalf of himself, his marital community, his heirs, devisees, successors and assigns that in the event that the association employs an attorney or attorneys to enforce said lien or the collection of any amounts due pursuant to this article the member, members, and parties against whom the action is brought shall pay all attorneys' fees and costs thereby incurred by the association in the event the association prevails in any such action.

Section 8

It is further acknowledged and agreed by the declarant on behalf of himself, his marital community, his heirs, devisees, successors and assigns that if there shall be a violation or threatened or attempted violation of any covenants, conditions, stipulations or restrictions herein contained or heretofore recorded with respect to the subject real property, it shall be lawful for the association to prosecute 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 such violators shall reimburse the association for attorneys' fees and expenses incurred in prosecution of such proceedings. However, a violation of these restrictions, covenants, or any one or more of them, shall not affect the lien of any first purchase money mortgage now on record, or which may hereafter be placed of record upon said lots or any part thereof.

ARTICLE III

Miscellaneous

Section 1

The foregoing restrictions and covenants run with the land and shall be binding upon all parties and all persons claiming under or through them so long as Sunburst Farms Mutual Water and Agricultural Company or its successors in interest shall remain in existence attempting to fulfill the purposes described in its corporate charter or articles of incorporation.

Section 2

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.

IN WITNESS WHEREOF, (we)(I) have executed this instrument this
24th day of June, 1971.

Carol W. Wilson

Ernie E. Wilson

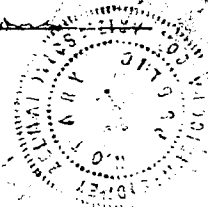
STATE OF ARIZONA)
County of Maricopa) ss:

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On this the 24 day of June, 1971, before
me, the undersigned Notary Public, personally appeared CAROL W.
WILSON and PHILIP E. WILSON and executed the within
instrument for the purposes therein contained.

My commission expires:
Oct 31 1973

[Signature]
Notary Public



STATE OF ARIZONA)
County of Maricopa) ss

I hereby certify that the with-
in instrument was filed and re-
corded at request of
JAMES H. HARRIES

JUL 6 71-019

in Docket 8801
on page 852-861

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

Paul A. Marston
County Recorder

By *[Signature]*
Deputy Recorder

2.00