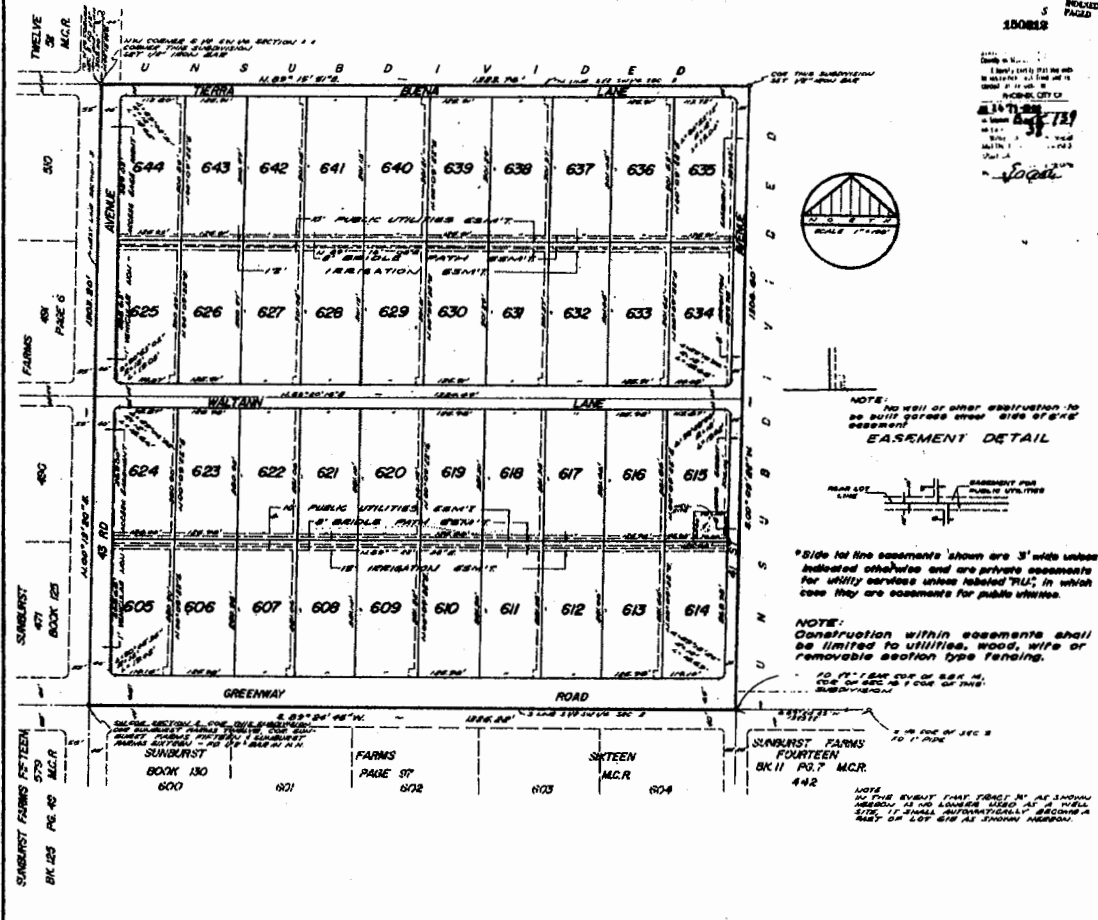


BASE FILE

FARMS

SEVENTEEN 39-38

A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE S.W. 1/4 OF SECTION 3, T. 3 N., R. 2 E., G.B.S.R.B.M., MARICOPA COUNTY, ARIZONA



DEDICATION

[illegible]

ARIZONA TITLE INSURANCE & TRUST

COMPANY AS TRUSTEE
BY [Signature] ATTEST [Signature]

ACKNOWLEDGEMENT

STATE OF ARIZONA ss
COUNTY OF MARICOPA

On this 14th day of August, 1964, I, the undersigned official, a duly qualified and sworn official, appeared in person to be and was personally known by me to be WILLIAM E. KESTER, Secretary, Treasurer and Director of the ARIZONA TRAIL INSURANCE & TRUST COMPANY, an Arizona corporation, who appeared before me and acknowledged to me that he executed the foregoing instrument for the purposes therein contained, and signing the name of the corporation, as aforesaid, by himself, or by such officer.

In witness whereof

I herewith set my hand and official seal.

by [Signature] July 10, 1992

CERTIFICATION

This is to certify that the survey and subdivision of the
premises described and attested herein were made under my
direction during the month of June, 1951
by John J. Jones
Registered Civil Engineer

APPROVALS

Approved by the Council of the City of Phoenix
Arizona, this 22nd day of Sept., 1971

By John D. Biggs Mayor Attest: John C. Culbertson Clerk
Approved by: John C. Culbertson City Engineer Date: 6/23/71

Approved by: J. D. Ottaway 6/28/71
CITY ENGINEER Date

114 221.841

✓ Elywin Powell
4112 N. 7th Avenue
PA 13-55023

MOD RSTR (DF)

103
SUPPLEMENT TO

RECORDED IN OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA NW 22'00 - 10 00 HELEN PURCELL, County Recorder FEE 1000 PGS 1

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Entered in Docket 9098, Page 349, Recording No. 273844 90 227027

Article II, Section 1. "The lots subject to these restrictions as enumerated above shall be known, described and limited to single family residential lots."

Article II, Section 2. "No building except one single family residence, a private garage or carport, and a structure to serve as a 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 SEVENTEEN. 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 in an integral part of said residence."

These Sections include but are not limited to the following:

Lot Six Hundred Twenty-five (625), SUNBURST FARMS SEVENTEEN, according to the plat of record in the Maricopa County, Arizona in Book 139 of Maps, Page 38.

Dated: May 22, 1990

Diane Baglino
Diane Baglino, President
Sunburst Farms Homeowner's
Association

Elywin Powell
Elywin Powell, President
Sunburst Farms Irrigation
District

ACKNOWLEDGMENT

STATE OF ARIZONA
COUNTY OF MARICOPA

On this 22 day of May, 1990, before me, the undersigned Notary Public, personally appeared Diane Baglino and Elywin Powell to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

My Commission expires: _____

Christy J. Baker
Notary Public

My Commission Expires Dec 11, 1992

RC
M.
★
ORIGINAL
Keep In Base File

RECORDED MAIL TO: PALM VALLEY CHRISTIAN CHURCH
4108 W. GREENWAY
Phoenix, AZ 85023
AMENDMENT TO

91 609802

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

WE, the undersigned, constitute a majority of the present owners of lots in that certain real property situate in Maricopa County, Arizona, particularly described as follows:

Lots Six Hundred Five (605) through Six Hundred Forty-Four (644) inclusive, in SUNBURST FARMS SEVENTEEN, according to the plat thereof recorded in the Office of the County Recorder of Maricopa County, Arizona, in book 139 of maps, page 38 thereof.

Pursuant to Section 3 of Article IV thereof, we do hereby modify and amend that certain Declaration of Covenants, Conditions and Restrictions pertaining to the above described property, dated December 1, 1971, recorded in the office of the County Recorder of Maricopa County, Arizona, in Docket 9098, Pages 349-353, as follows:

Article II of said Declaration of Covenants, Conditions and Restrictions is hereby modified and amended to add thereto, the following Section 12:

"Section 12. Notwithstanding anything to the contrary elsewhere set forth herein, nothing contained in this Article II shall prevent the construction and maintenance on Lot 615 of a parking area and other related improvements."

ORIGINAL
Keep In Base File

91 609802

IN WITNESS WHEREOF, we have hereunto set our hands as of
the 24th day of October, 1991.

[Signature]
Signature

Cornell Campbell
Print Name

4147 W Greenway
Street Address

[Signature]
Signature

4147 W GREENWAY
Print Name

Tran Alva
Street Address

[Signature]
Signature

Barbara L. Hoffman (?)
Print Name

5234 W. Greenway Rd
Street Address

Signature

Print Name

Street Address

Signature

Print Name

Street Address

Signature

Print Name

Street Address

Signature

Print Name

Street Address

the

[Signature]
Sig

[Signature]
Sig

[Signature]
Sig

[Signature]
Sig

[Signature]
Sig

Sign

Sign

91 609802

IN WITNESS WHEREOF, we have hereunto set our hands as of
the 31 day of October, 1991.

Hershel O. Eaton
Signature

Hershel O. Eaton
Print Name

4202 W. Greenway Rd.
Street Address

Louise M. Eaton
Signature

LOUISE EATON
Print Name

4202 W. GREENWAY ROAD
Street Address

Patricia M. Cantrell
Signature

PATRICIA M. CANTRELL
Print Name

4131 W. TIERRA BUENA LN
Street Address

Ken D. Cantrell
Signature

GARY D. CANTRELL
Print Name

4131 W. TIERRA BUENA LN.
Street Address

Frank LaSpisa
Signature (V.P.) Palm Valley
Capitol Officer

FRANK LA SPISA
Print Name

3439 W. CALAVAR
Street Address

Signature

Print Name

Street Address

Signature

Print Name

Street Address

91 609802

IN WITNESS WHEREOF, we have hereunto set our hands as of
the 24th day of October, 1991.

Virginia Blomgren
Signature

VIRGINIA Blomgren
Print Name
4111 W. TIERRA BUENA LW.
Street Address

Norm J. Riener
Signature

NORM J. RIENER
Print Name
4151 W. TIERRA BUENA
Street Address

Rita Sheppard
Signature

RITA SHEPPARD
Print Name
4211 W. TIERRA BUENA
Street Address

Ruth Muller
Signature

RUTH MULLER
Print Name
4201 W. WALTANN R. 151
Street Address

Kenneth Morgan
Signature

KENNETH MORGAN
Print Name
4131 W. WALTANN
Street Address

Kerry King
Signature

KERRY KING
Print Name
4221 W. WALTANN
Street Address

Signature

Print Name

Street Address

91 609802

IN WITNESS WHEREOF, we have hereunto set our hands as of
the 31 day of October, 1991.

John M. Howard
Signature

John M. Howard
Print Name
4231 W. WALTANN
Street Address

Nancy R. Howard
Signature

Nancy R. Howard
Print Name
4231 W. WALTANN
Street Address

James C. Strickland
Signature

James C. Strickland
Print Name
4211 W. WALTANN
Street Address

Jordan L. Jordan
Signature

Jordan L. Jordan
Print Name
4212 W. WALTANN LANE
Street Address

Veryle J. Whitney
Signature

Veryle J. Whitney
Print Name
4202 W. WALTANN
Street Address

Nadine Ethington
Signature

NADINE ETHINGTON
Print Name
4152 W. WALTANN
Street Address

Betty A. Rohlschl
Signature

Betty A. Rohlschl
Print Name
4142 W. WATTAM
Street Address

91 609802

Dorris M. Pangburn
Signature

DORRIS M. PANGBURN
Print Name
4132 W. WALTANN LN.
Street Address

Peter A. Hallett
Signature

Peter A. Hallett
Print Name
4122 W. WALTANN LN.
Street Address

Nancy Vander Ark
Signature

Nancy Vander Ark
Print Name
4141 W. TIERRA BUENA
Street Address

Signature

Print Name

Street Address

Signature

Print Name

Street Address

Signature

Print Name

Street Address

Signature

Print Name

Street Address

Signature

Print Name

Street Address

BASE FILE

DKT 11969 334

303035

MOD RST

139/38

1 AMENDMENT TO
2 DECLARATION OF COVENANTS, CONDITIONS
3 AND RESTRICTIONS
4

5 KNOW ALL MEN BY THESE PRESENTS:
6

7 WE, the undersigned, constitute a majority of the
8 present owners of lots in that certain real property situate in
9 Maricopa County, Arizona, particularly described as follows:

10 Lots Six Hundred Five (605) through Six
11 Hundred Forty-Four (644) inclusive, in
12 SUNBURST FARMS SEVENTEEN, according to
13 the plat thereof recorded in the office
14 of the County Recorder of Maricopa
15 County, Arizona, in book 139 of maps,
16 page 38 thereof.

17 Pursuant to Section 3 of Article IV thereof, we do
18 hereby modify and amend that certain Declaration of Covenants,
19 Conditions and Restrictions pertaining to the above described
20 property, dated December 1, 1971, recorded in the office of the
21 County Recorder of Maricopa County, Arizona, in Docket 9098,
22 Pages 349-353, as follows:

23 Article II of said Declaration of Covenants, Conditions
24 and Restrictions is hereby modified and amended to add thereto,
25 the following Section 11:

26 "Section 11. Notwithstanding anything to the contrary
27 elsewhere set forth in section 5 herein, nothing contained in
28 this Article II shall prevent the construction, erection and
29 maintenance on Lot 617 in said SUNBURST FARMS SEVENTEEN, of a
30 Garage, the walls of which shall not be nearer than six (6) feet
31 from the West Property Line of the said lot; all other conditions
32 to remain in full force and effect.

33 ...

34

35

WARD W. PARKER
ATTORNEY AT LAW
915 N. 24TH STREET
PHOENIX, ARIZONA 85006
TELEPHONE 253-4181

4121 W. Wallman
Tane

P.L. 85023

STATE OF ARIZONA }
County of Maricopa } ss

I hereby certify that the within
instrument was read and re-
corded in the office of the

Carol Whitland

DEC 2 - 1976 - 8 20

in Docket 11969

on page 334-336

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

Tom J. Janssen

County Recorder
By Carol Whitland
County Recorder

STATE OF ARIZONA)
County of Maricopa)

DKT 119097 336

On December 1, 1976 before me,

the undersigned Notary Public, personally appeared:

S. Winmann	Richard D Winman	Mary Jo Bott
P. Cantrell	Margaret Kruse	Ruth L. Muller
N. Vanderlink	C. Vanderlink	Gorden D. Muller
Ellis L. Horter	Joyce Collins	
Isabel Perkins	D. Collins	
Lois Konnes	Russell Konnes	
Gene Ovelhire	Raymond Morse	
Kay Hall	Mary Jo Morse	
Katherine R. Peel	Wm J. Peel	
Martha G. Zabel	Wm A. Troxell	
Ayers F. Hoffman	Edna H. Hoffman	
Hozier Beaver	Ester Beaver	
Mrs. E. Aze Wubber	Robert Wubber	
Walter J. Caoney	E. Sharp	
Dennis M. Whitney	G. M. Sharp	
Weryle J Whitney	P. Zabel	
Iris McNelly	Mike McNelly	
C. A. Harley	Jean L. Winebarger	
Ruth Powell	E. Powell	
Nita Dunn	H. H. Winebarger	
Jim Dunn	Richard Brown	
Carol J. Uhland	Dorthy Brown	
John Uhland	Paul H. Bott	

who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal.


NOTARY PUBLIC

My Commission Expires:

My Commission Expires Sept. 29, 1980

273844

02-R MISC.

139/38

BASE FILE

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by ARIZONA TITLE INSURANCE & TRUST COMPANY, an Arizona corporation, as Trustee, hereinafter referred to as "Declarant";

WITNESSETH:

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

Lots Six Hundred Five (605) through Six Hundred Forty-Four (644) inclusive, in SUNBURST FARMS SEVENTEEN, according to the plat thereof recorded in the office of the County Recorder of Maricopa County, Arizona, in Book 139 of Maps, page 38 thereof;

WHEREAS, Declarant will convey the said properties, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth;

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed 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, and all of which are hereby declared to be for the benefit of all of the property described herein and the owners thereof, their heirs, successors, grantees and assigns.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to SUNBURST FARMS MUTUAL WATER AND AGRICULTURAL COMPANY, the same being an Arizona corporation, its successors and assigns.

Section 2. "Properties" or "premises" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Lot", "unit" or "parcel" shall be synonymous and shall mean and refer to a separately designated and legally described freehold estate consisting of any plot of land and the improvements thereon shown upon any recorded subdivision map of the properties.

Section 4. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of equitable title (or legal title if equitable title has merged) of any lot which is part of the properties.

Section 6. "Declarant" shall mean and refer to ARIZONA TITLE INSURANCE & TRUST COMPANY, Trustee, its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

ARTICLE II

BUILDING TYPE AND LAND USE

Section 1. The lots subject to these restrictions as enumerated above shall be known, described and limited to single family residential lots.

Section 2. No building except one single family residence, a private garage or carport, and a structure to serve as a 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 SEVENTEEN. 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 in an integral part of said residence.

Section 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.

Section 4. No dwelling house having a ground floor area of less than one thousand fifty (1,050) 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 SEVENTEEN.

Section 5. No building shall be erected on any of said residential lots in SUNBURST FARMS SEVENTEEN 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.

Section 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 SEVENTEEN 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 solid 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 in 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.

Section 7. Subject to the laws, ordinances, health codes and rules and regulations of the State of Arizona, and counties and municipalities thereof, horses, poultry and/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 SEVENTEEN. 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 of said lots. None of said lots or any portion thereof shall ever be used for commercial animal husbandry.

Section 8. Easements for installation and maintenance of utilities and drainage facilities providing irrigation water and ingress and egress 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 for which these easements have been reserved.

Section 9. 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.

ARTICLE III

ASSOCIATION MEMBERSHIP

The record owner of equitable title (or legal title if equitable title has merged) of any parcel or parcels of real property located in the SUNBURST FARMS development shall automatically become a member of the Association, and shall remain a member of the Association until such time as his ownership ceases for any reason at which time his membership in said Association shall automatically cease. Ownership of a parcel shall be the sole qualification and criteria for membership. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

A membership in the Association shall not be transferred, pledged or alienated in any way. Upon the sale, or other transfer of a parcel, the owner's membership in the Association shall automatically be cancelled and new membership certificates shall be issued to subsequent owners pursuant to the Articles and Bylaws of the Association. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association.

The record owner of equitable title (or legal title if equitable title has merged) of each unit shall be entitled to one membership in the Association, for himself and his family residing in the unit, which membership shall be subject to all of the provisions of the Association's Articles of Incorporation, Bylaws, Resolutions, and these Restrictions, as now in effect or duly adopted and amended.

Membership in this Association is for the purpose of supplying irrigation water and agricultural tillage service to its members at the most economical rates. Membership further is for the purpose of each member maintaining his property in such a manner as to not depreciate the value of the overall project. Therefore, each member agrees to be bound by the Articles and Bylaws of the corporation and acknowledges that the Board of Directors may fix such rates for the delivery of irrigation water and such rates for the tillage of the project lands as to properly maintain this service. In the event any member 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 this Association, then the Board may have the absolute right to improve the member's property used in conjunction with the transportation and delivery of irrigation water, in such a way as to maintain the Association's standards. The cost of such improvements shall be charged on the regular rates against such member.

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.

Each member further agrees 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 five percent (5%) per annum. The lien referred to in this Article III shall be subordinate to the lien of any first mortgagee. 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.

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.

In the event 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.

ARTICLE IV

MISCELLANEOUS

Section 1. 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.

Section 2. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for the major builder and developer of the "properties" to maintain during the period of construction and sale of said "premises", upon such portion of the premises as such builder may choose, such facilities as in the sole opinion of said builder may be reasonably required, convenient or incidental to the construction and sale of said premises, including, but without limitation, a business office, storage area, construction yards, signs, model units and sales office.

Section 3. The foregoing restrictions and covenants run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 1998, unless otherwise amended or revoked by vote of a majority of

Dyna Comp

BASE FILE

MOD RSTR

11444 434

288730

AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

✓ 139/38

KNOW ALL MEN BY THESE PRESENTS:

WE, the undersigned, constitute a majority of the present owners of lots in that certain real property situate in Maricopa County, Arizona, particularly described as follows:

Lots Six Hundred Five (605) through Six Hundred Forty-Four (644) inclusive, in SUNBURST FARMS SEVENTEEN, according to the plat thereof recorded in the office of the County Recorder of Maricopa County, Arizona, in book 139 of maps, page 38 thereof.

Pursuant to Section 3 of Article IV thereof, we do hereby modify and amend that certain Declaration of Covenants, Conditions and Restrictions pertaining to the above described property, dated December 1, 1971, recorded in the office of the County Recorder of Maricopa County, Arizona, in Docket 9098, Pages 349-353, as follows:

Article II of said Declaration of Covenants, Conditions and Restrictions is hereby modified and amended to add thereto, the following Section 10:

"Section 10. Notwithstanding anything to the contrary elsewhere set forth herein, nothing contained in this Article II shall prevent the construction, erection and maintenance on lots 613 and/or 614 in said SUNBURST FARMS SEVENTEEN, of a church or house of worship together with the appurtenances thereto

M

including, but not limited to, church sanctuary, offices, meeting rooms, kitchen facilities, recreational facilities, storage buildings, walkways, parking areas and other related church structures and improvements."

IN WITNESS WHEREOF, we have hereunto set our hands as of the 16th day of November, 1975.

Reel J. Owen
Janan Owen

Donald P. Collins
John L. Collins

Gene S. Kellmer
Jim A. Volkmann

Edwin R. Powell
Ruth L. Powell

Patrick H. Zabel
Martha H. Zabel

Charles A. Harley
Lela S. Harley

Albert C. Downing
Susan Downing

Marionne Eickling

Michael R. McNeely
Iris McNeely

Frank C. Egan
Carl D. Egan

Horton D. Muller
Ruth L. Muller

Barbara Propper
William A. Propper

W.D. Luman
Jan S. Luman

Wanda M. Sharp
Eugene E. Sharp

<u>Dennis Whitney</u>	<u>Charles P. Baker</u>
<u>Wyle J. Whitney</u>	<u>Shirley Baker</u>
<u>Marti Colgrave</u>	<u>John Davis</u>
<u>James A. Kruse</u>	<u>Ellen Kays</u>
<u>Jack D. Morrison</u>	<u>Kenneth Kays</u>
<u>John D. Morrison</u>	<u>Gary Cantrell</u>
<u>Chris L. Morrison</u>	<u>Patricia M. Cantrell</u>
<u>Charles W. Clark</u> →	<u>Anita L. Clark</u>
<u>Nancy Vander Ark</u> →	
<u>Shirley Y. Hester</u>	

STATE OF ARIZONA)
) ss.
 County of Maricopa)

On November 12th, 13th, 14th and 16th, 1975, before me, the undersigned Notary Public, personally appeared:

Rex K. Owen
 Jeanan Owen
 Gene E. Vollmer
 Jean A. Vollmer
 Patrick H. Zabel
 Martha G. Zabel
 Albert C. Downing
 Susan Downing
 Michael R. McNelly
 Iris McNelly
 Gordon D. Muller Jr.
 Ruth L. Muller
 Dennis M. Whitney
 Wyle J. Whitney
 Marti Colgrave
 James A. Kruse
 Jack D. Morrison
 Chris Morrison
 Charles W. Clark
 Anita L. Clark
 Gary Cantrell
 Patricia M. Cantrell

William Dee Frazee
 Jan Frazee
 Donald C. Collins
 Joyce A. Collins
 Flywin R. Powell
 Ruth L. Powell
 Charles A. Harley
 Lola Harley
 Marianne Eiching
 Frank Oziuk
 Carole Oziuk
 Barbara Troxell
 William A. Troxell
 Winona M. Sharp
 Eugene H. Sharp
 Charles P. Baker
 Shirley Baker
 John A. Davis
 Sandy Davis
 Ellen Kays
 Kenneth Kays

who acknowledged that they executed the within instrument for the

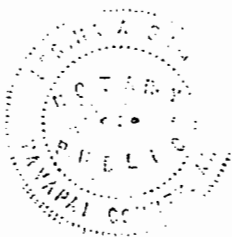
DET 11444 437

purposes therein contained.

WITNESS my hand and official seal.

Bertie R. Smith
Notary Public

My Commission Expires:
My Commission Expires Feb. 16, 1973



STATE OF ARIZONA }
County of Maricopa } ss

I hereby certify that the with-
in instrument was filed and re-
corded at request of FRANCAMERICA TITLE
DEC 4 - 1975 -2 45

in Docket 11444
on page 434-437

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

Tom Freestone

County Recorder

By P. J. Montano
Deputy Recorder

200

When recorded mail to:

PALE VALLEY CHRISTIAN CHURCH
4108 W. GREENWAY RD
PHOENIX, AZ 85053



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

00-0358919 05/11/00 11:26

JORNH 1 OF 1

CAPTION HEADING: _____

DO NOT REMOVE

This is part of the official document.

20000358919

AMENDMENT TO

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

WE, the undersigned, constitute a majority of the present owners of lots in that certain real property situate in Maricopa County, Arizona, particularly described as follows:

Lots Six Hundred Five (605) through Six Hundred Forty-Four (644) inclusive, in SUNBURST FARMS SEVENTEEN, according to the plat thereof recorded in the Office of the County Recorder of Maricopa County, Arizona, in book 139 of maps, page 38 thereof.

Pursuant to Section 3 of Article IV thereof, we do hereby modify and amend that certain Declaration of Covenants, Conditions and Restrictions pertaining to the above described property, dated December 1, 1971, recorded in the office of the County Recorder of Maricopa County, Arizona, in Docket 9098, Pages 349-353, as follows:

Article II of said Declaration of Covenants, Conditions and Restrictions is hereby modified and amended to add thereto, the following Section 12:

"Section 13. Notwithstanding anything to the contrary elsewhere set forth herein, nothing contained in this Article II shall prevent the use of lots 612, 613, 614 and 615 and their improvements for church ministries and operations, including but not limited to classrooms, office functions, recreational areas and worship facilities."

20000358919

DONALD & RUTH	REPP	4152 W GREENWAY RD	✓ _____
PAUL	LEBSOCK JR	4142 W GREENWAY RD	_____
PALM VALLEY CHRISTIAN CHURCH		4120 W GREENWAY RD	<u>Alan [Signature]</u>
JACK & MARGARET	MONTGOMERY	4132 W GREENWAY RD	✓ _____
MARK	HOFFMAN	4224 W GREENWAY RD	_____
JAMES	HENDERSON	4214 W GREENWAY RD	<u>Jean Henderson</u>
FRANCIS & JUANITA	FITZSENRY	4202 W GREENWAY RD	✓ _____

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

P.V.C.C.	4108 W. GREENWAY RD	<u>Alan [Signature]</u>
P.V.C.C.	4114 W. GREENWAY RD	<u>Alan [Signature]</u>
FELECIA SIMIEN	4234 W. GREENWAY	<u>Felicia Simien</u>

KARL & GENISE	DUTCHER	4152 W WALTANN LN
PHILIP & KATHY	HORSLEY	4142 W WALTANN LN
MICHAEL & CATHRYN	SMITH	4132 W WALTANN LN
PETER & DEBORAH	HALLETT	4122 W WALTANN LN
STEVEN & JANET	SMITH	4112 W WALTANN LN
CONNIE	MYHLHOUSEN	4102 W WALTANN LN
WILLIAM & DAWN	LUCKEY	4212 W WALTANN LN
DONALD	BRENNAN	4232 W WALTANN LN
IONE	HECK	4222 W WALTANN LN
DENNIS & VERYLE	WHITNEY	4202 W WALTANN LN
NANCY	HOWARD	4231 W WALTANN LN
JAMES & SHERRI	STRICKLAND	4211 W WALTANN LN
GORDON & RUTH	MULLER	4201 W WALTANN LN
BARRY & DENISE	CHRISTY	4221 W WALTANN LN
JOHN & SALLY	WANG	4111 W WALTANN LN
RANDALL	ROUSH	4121 W WALTANN LN
GLORIA	MORGAN	4131 W WALTANN LN
MICHAEL & IRIS	MCNELLY	4141 W WALTANN LN
MICHAEL & LUCIANA	GREGORY	4151 W WALTANN LN

P.L. H.
Michael Smith

✓

Janet Smith

James Hall

William Luckey

Donald Brennan

✓

Veryle Whitney

Jack Howard

✓ NOT SIGNING

Ruth & Muller

Denise Christy

Gloria Morgan

Iris McNelly

✓

Alan

PALM VALLEY CHRISTIAN CHURCH 4101 W. WALTANN LN

CEDRIC & KAREN	KAVENA	4102 W TIERRA BUENA LN	<u>Cedric Kavena</u> <u>Vicki Libano</u> <u>Will call Glen -</u>
T W & JOSEPHINE	SCHMIDT	4112 W TIERRA BUENA LN	<u>T. Schmidt</u>
HAROLD	JOHNSON	4142 W TIERRA BUENA LN	<u>H. Johnson</u>
WILLIAM & BARBARA	TURNER	4122 W TIERRA BUENA LN	<u>William Turner</u>
KARLA	PRESTON	4132 W TIERRA BUENA LN	<u>Karla Preston</u>
RONALD & JOAN	ACKER	4212 W TIERRA BUENA LN	^{N/H x2} <u>Joan Acker</u>
FREDERICK & BEVERLY	BRANDENBERGER	4222 W TIERRA BUENA LN	<u>Beverly Brandenberger</u>
CHARLES	VINCENT	4202 W TIERRA BUENA LN	<u>- Mrs. Charles Vincent</u>
ERNEST	HARRIS	4232 W TIERRA BUENA LN	^{N/H x2} <u>-</u>
RAY & ISABEL	PERKINS	4221 W TIERRA BUENA LN	<u>- Will call Glen</u>
ALAN & PATTY	CHINA	4211 W TIERRA BUENA LN	<u>- Patty China</u>
CLARENCE & MARY	DANIELS	4231 W TIERRA BUENA LN	^{N/H x2} <u>Jeannette Daniels</u>
MICHAEL SMITH	BOURGET	4201 W TIERRA BUENA LN	^{N/H x2} <u>- Myra</u>
ARK & NANCY	VANDER	4141 W TIERRA BUENA LN	<u>Nancy VanderCib</u>
RONNIE & ANDREA	BOWLING	4121 W TIERRA BUENA LN	<u>Andrea Bowling</u>
WALTER & VIRGINIA	BLOMGREN	4111 W TIERRA BUENA LN	<u>Will call Glen</u>
BARBARA	NORRIS	4101 W TIERRA BUENA LN	^{N/H x2} <u>Barbara F. Norris</u>
FREDERICK & NORMA	RIEMER	4151 W TIERRA BUENA LN	<u>Would not sign</u>
RICHARD & JUDY	COLLINS	4131 W TIERRA BUENA LN	<u>Judy Collins</u>
SHIPLEY		4152 W. TIERRA BUENA LN	<u>Shipley</u>