

# SUNBURST FARMS NINE

A PART OF THE NE 1/4 NE 1/4, SECTION 9,  
T.3N, R.2E, G. & S.R.B. & M.  
MARICOPA COUNTY, ARIZONA

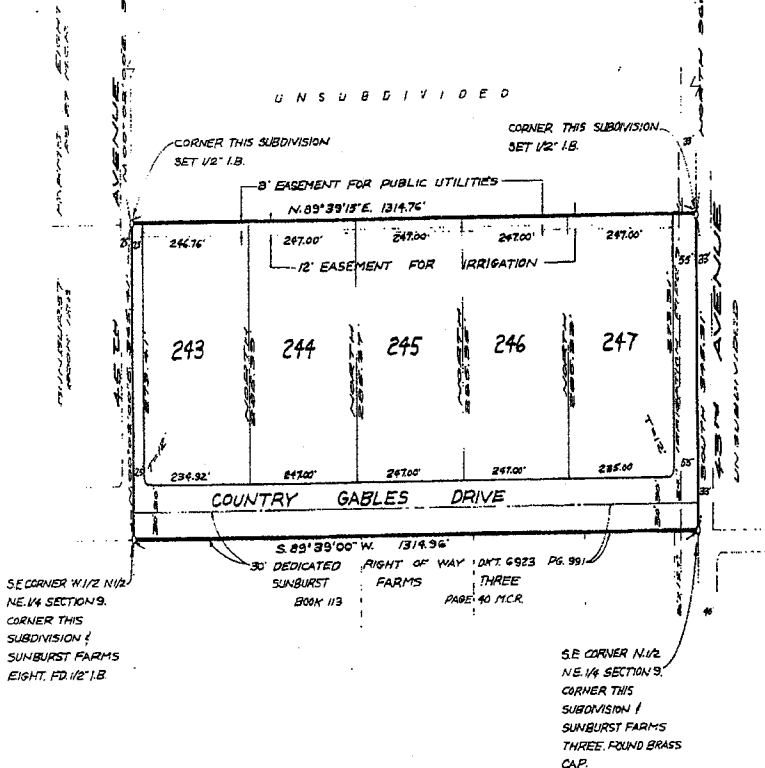
N.E. COR. 1/2 NE 1/4 NE 1/4  
SEC. 9 (COR. SUNBURST  
FARMS EIGHT)

GREENWAY ROAD

389' 10" 13/16 90°  
N 1/4 CORNER  
SECTION 9

SCALE: 1"=100'

N.E. COR. SEC. 9  
FD 1/2 1 B. IN N.H.



## DEDICATION

STATE OF ARIZONA } S.S.  
COUNTY OF MARICOPA }

KNOW ALL MEN BY THESE PRESENTS:

THAT TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA, AN ARIZONA CORPORATION AS TRUSTEE HAS SUBDIVIDED UNDER THE NAME OF "SUNBURST FARMS NINE" A PART OF THE NE 1/4 NE 1/4, SECTION 9, T.3N, R.2E, G. & S.R.B. & M., MARICOPA COUNTY, ARIZONA, AS SHOWN HEREON, AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF SAID "SUNBURST FARMS NINE" AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATIONS AND GIVES THE DIMENSIONS OF THE 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 SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES EASEMENTS ARE DEDICATED FOR THE PURPOSES SHOWN.

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 Ernest Dibrant  
TRUST OFFICER

## ACKNOWLEDGEMENT

STATE OF ARIZONA } S.S.  
COUNTY OF MARICOPA }

ON THIS THE 7th DAY OF JULY, 1969, BEFORE ME, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED ERNEST DIBRANT WHO ACKNOWLEDGED HIMSELF TO BE A TRUST OFFICER OF TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA, AN ARIZONA CORPORATION AND ACKNOWLEDGED THAT HE AS TRUST OFFICER BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY 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

Ernest Dibrant 7-14-72  
NOTARY PUBLIC MY COMMISSION EXPIRES

## APPROVAL

APPROVED BY THE BOARD OF SUPERVISORS OF MARICOPA COUNTY, ARIZONA THIS 31 DAY OF JULY, 1969.

BY B. W. B...  
CHAIRMAN

ATTEST Ernest Dibrant  
CLERK

## 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 MARCH, 1969.

W. V. L...  
REGISTERED CIVIL ENGINEER

NOTE:

SEE DEED RESTRICTIONS RECORDED  
IN DKT. 6826 PG. 11/16 M.C.R.

RECEIVED

MAY 1 1969

FILED - MAR 6 1969

MARICOPA COUNTY PLANNING  
AND ZONING COMMISSION

GO & VALLBO

WHEN RECORDED, RETURN TO:  
Arizona Title Insurance & Trust Co.  
111 West Monroe, Phoenix  
ATTENTION: Mr. Mathisen

DKT 8858 PAGE 315

*See  
file*

02-R MISC.

168066

*TV 3559*

REVOCATION AND CANCELLATION OF  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
AND  
AMENDMENT THERETO

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned, Arizona Title Insurance & Trust Company, an Arizona corporation, as Trustee, is the owner of the following described premises situate in the County of Maricopa, State of Arizona, to-wit:

Lots Two Hundred Forty-Three (243) through Two Hundred Forty-Seven (247) Inclusive in SUNBURST FARMS NINE:

and

WHEREAS, Transamerica Title Insurance Company of Arizona, an Arizona corporation, did, on the 21st day of May, 1969, execute a Declaration of Covenants, Conditions and Restrictions restricting the use of said real property, which restrictions were thereafter duly recorded in the office of the County Recorder of Maricopa County, Arizona, in Docket 7626, at page 161; and

WHEREAS, the said Transamerica Title Insurance Company of Arizona, an Arizona corporation, did, on the 24th day of February, 1971, execute an Amendment to Declaration of Covenants, Conditions and Restrictions, which Amendment was thereafter duly recorded in the office of the County Recorder of Maricopa County, Arizona, in Docket 8551, at page 700; and

WHEREAS, the said Arizona Title Insurance & Trust Company, an Arizona corporation, as Trustee and owner of the above described real property, desires to cancel and revoke said Declaration of Covenants, Conditions and Restrictions and said Amendment thereto regarding the said property,

NOW, THEREFORE, the said Arizona Title Insurance & Trust Company, an Arizona corporation, as Trustee, does hereby cancel and revoke the said Declaration of Covenants, Conditions and Restrictions dated May 21, 1969 and recorded in Docket 7626, Page 161, Maricopa County Recorder's Office, and does hereby cancel and revoke the said Amendment to Declaration of Covenants, Conditions and Restrictions dated February 24, 1971 and recorded in Docket 8551, Page 700, Maricopa County Recorder's Office.

Dated this 19th day of July, 1971.

ARIZONA TITLE INSURANCE &  
TRUST COMPANY, as Trustee

By *Stanley D. McInnis*  
Trust Officer

The First National Bank of Arizona, as Mortgagee under that certain Mortgage dated April 9, 1971 and recorded April 16, 1971 in the office of the County Recorder of Maricopa County, Arizona in Docket 8640, at Page 968, hereby consents to the foregoing Revocation and Cancellation of Declaration of Covenants, Conditions and Restrictions and Amendment Thereto.

FIRST NATIONAL BANK OF ARIZONA

By *Stanley Mathisen* A/P

STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

On this 19th day of July, 1971, before me, the undersigned Notary Public, personally appeared STANLEY MATHISEN who acknowledged himself to be a Trust Officer of Arizona Title Insurance & Trust Company, an Arizona corporation, and that he, as such officer, being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of said corporation by himself as such officer.

WITNESS my hand and official seal.

*Barbara Taylor*  
Notary Public

My Commission Expires:

July 30, 1971

STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

On this 29th day of July, 1971, before me, the undersigned Notary Public, personally appeared H. E. Lundquist who acknowledged himself to be a ASST VICE PRES of First National Bank of Arizona, an Arizona corporation, and that he, as such officer, being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of said corporation by himself as such officer.

WITNESS my hand and official seal.

*Ken Brown*  
Notary Public **KEN BROWN**

My Commission Expires:

My Commission Expires April 15, 1972

ALL  
County of Maricopa  
I hereby certify that the within  
instrument is a true and correct  
copy of the original of  
ARIZONA TITLE

AUG 2 71-345-  
8858  
315-316

-2-  
By *Stanley Mathisen*

base file  
CAT 7629 519

DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by Transamerica Title Insurance Company of Arizona, an Arizona corporation, as Trustee, hereinafter referred to as "Declarant":

W I T N E S S E T H:

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

Lots Two Hundred Forty-Three (243) through Two Hundred Forty-Seven (247) inclusive in SUNBURST FARMS NINE;

according to the plat thereof recorded in the Office of the County Recorder of Maricopa County, Arizona, in Book 123 of Maps, page 43 thereof; and

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.

CKT 7629 12520

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 Transamerica Title Insurance Company of Arizona, 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 SUNEURST FARMS NINE. 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 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 SUNEURST FARMS NINE.

Section 5. No building shall be erected on any of said residential lots in SUNEURST FARMS NINE, 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 NINE 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 NINE. 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 By-laws 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, By-laws, 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 By-laws 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 of 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 per cent (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



DKT 7629 - 523

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 the then owners of lots in SUNBURST FARMS NINE. Subsequent to January 1, 1998, these covenants and restrictions then in effect shall automatically be extended for successive periods of ten (10) years each, unless by vote of the majority of the then owners of lots in SUNBURST FARMS NINE it is agreed to change the said covenants and restrictions in whole or in part.

Section 4. 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 the Association or any person or persons owning real property situated in SUNBURST FARMS NINE 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 or any person or persons owning real property situated in SUNBURST FARMS NINE for attorneys' fees and expenses incurred in prosecution of such proceedings. However, 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.

Section 5. 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, Transamerica Title Insurance Company of Arizona, an Arizona corporation, as Trustee, has hereunto caused its corporate seal to be affixed and the name to be attested by the signature of its duly authorized officers, this 21st day of May, 19 69.

TRANSAMERICA TITLE INSURANCE COMPANY  
OF ARIZONA, TRUSTEE

By [Signature]  
Trust Officer

COUNTRYWIDE INVESTMENTS COMPANY

By [Signature] Vice President

Attest: [Signature]  
TRANSAMERICA TITLE INSURANCE COMPANY  
OF ARIZONA Assistant Secretary

By [Signature] Senior Vice President  
Attest: [Signature]  
Assistant Secretary

STATE OF ARIZONA }  
County of Maricopa } ss.

On this 21st day of May, 19 69,  
before me, the undersigned Notary Public, personally appeared  
Ernest Durrett, who acknowledged himself to be a Trust  
Officer of TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA, an Ar-  
izona corporation, and that he, as such officer, being authorized so  
to do, executed the within instrument for the purposes therein con-  
tained by signing the name of said corporation by himself as such  
officer.

WITNESS my hand and official seal.

[Signature]  
Notary Public

My Commission Expires:

July 19, 1972



2-2  
WHEN RECORDED, RETURN TO:  
Arizona Title Insurance & Trust Co.  
111 West Monroe, Phoenix  
ATTENTION: Mr. Mathisen

*Base file*  
DKT 8858 PAGE 317

02-R MISC.

DECLARATION

168067

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 Two Hundred Forty-Three (243) through Two Hundred Forty-Seven (247) inclusive in SUNBURST FARMS NINE;

according to the plat thereof recorded in the office of the County Recorder of Maricopa County, Arizona, in Book 123 of Maps, page 43 thereof; and

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. Said lots may not be subdivided nor may any portion of a lot be conveyed less than the whole.

Section 3. 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 NINE. 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 4. 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 5. 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 NINE.

Section 6. No building shall be erected on any of said residential lots in SUNBURST FARMS NINE, 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 7. 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 NINE 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 8. 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 NINE. 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 9. 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 10. 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 the then owners of lots in SUNBURST FARMS NINE. As long as the developer owns a majority of the lots in this subdivision, these covenants, conditions and restrictions may not be amended without the approval of FHA. Subsequent to January 1, 1998, these covenants and restrictions then in effect shall automatically be extended for successive periods of ten (10) years each, unless by vote of the majority of the then owners of lots in SUNBURST FARMS NINE it is agreed to change the said covenants and restrictions in whole or in part.

Section 4. 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 the Association or any person or persons owning real property situated in SUNBURST FARMS NINE 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 or any person or persons owning real property situated in SUNBURST FARMS NINE for attorneys' fees and expenses incurred in prosecution of such proceedings. However, 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.

Section 5. 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, Arizona Title Insurance & Trust Company, an Arizona corporation, as Trustee, has hereto caused its corporate seal to be affixed and the name to be attested by the signature of its duly authorized officer, this 19th day of July, 1971

ARIZONA TITLE INSURANCE & TRUST COMPANY, Trustee

By Stanley Mathisen  
Trust Officer

The First National Bank of Arizona, as Mortgagee under that certain Mortgage dated April 9, 1971 and recorded April 16, 1971 in the office of the County Recorder of Maricopa County, Arizona in Docket 8640, at Page 968, hereby consents to the foregoing Declaration of Covenants, Conditions and Restrictions.

FIRST NATIONAL BANK OF ARIZONA

By Handwritten Signature, AVP

STATE OF ARIZONA )  
County of Maricopa )

On this 19th day of July, 1971, before me, the undersigned Notary Public, personally appeared STANLEY MATHISEN, who acknowledged himself to be a Trust Officer of Arizona Title Insurance & Trust Company, an Arizona corporation, and that he, as such officer, being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of said corporation by himself as such officer.



WITNESS my hand and official seal.

*Barbara Clayton*  
Notary Public

My Commission Expires:

July 30, 1971

STATE OF ARIZONA)

) ss.

County of Maricopa )

On this 29th day of July, 1971, before me, the undersigned Notary Public, personally appeared P.E. Lundquist who acknowledged himself to be a First Vice Pres of First National Bank of Arizona, an Arizona corporation, and that he, as such officer, being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of said corporation by himself as such officer.

WITNESS my hand and official seal.

*Ken Browne*  
Notary Public KEN BROWNE

My Commission Expires:

My Commission Expires April 15, 1972

County of Maricopa ( )

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

ARIZONA TITLE

AUG 2 71-345

in Book 8858

on page 317-322

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

Paul A. Johnson

County Recorder  
By *Jean Johnson*  
Deputy Recorder

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