

I do hereby certify that the within instrument was filed and recorded at request of *Title Ins. Co. of Minn.*
P.O. Box 16172, PH 85011 on **SEP 3 1970** at *8:00 A* M., Docket

Page..... Records of Pinal County, Arizona.

DECKET 607 PAGE 293

WITNESS my hand and official seal the day and year first above written.

SOPHIE M. SMITH, County Recorder,

By *Jan Goodman*, Deputy.

DECKET 607 PAGE 293

When recorded mail to:
 Minnesota Title Company
 3003 N. Central, Suite 107
 Phoenix, Arizona 85012

Trust 143

DECLARATION OF RESTRICTIONS

TRUST NO. 143

KNOW ALL MEN BY THESE PRESENTS:

That MINNESOTA TITLE COMPANY, an Arizona corporation, as Trustee, being the owner of all of the following described premises, situate within the County of Pinal, State of Arizona, to-wit:


Lots 1-93, inclusive, and Tracts A and B,
 QUEEN CREEK SUBURBAN RANCHES, according
 to the plat of record in the office of the
 County Recorder of Pinal County, Arizona,
 in Book 15, Page 16, Map Drawer 1, Map 131

and desiring to establish the nature of the use and enjoyment thereof, does hereby declare said premises subject to the following express covenants, stipulations, and restrictions as to the use and enjoyment thereof, all of which are to be construed as restrictive covenants running with the title to said premises and with each and every part and parcel thereof, to-wit:

1. The lots subject to these restrictions shall be known and described as single-family residential lots.
2. No building except one single family residence, or one mobile home, a private garage or carport detached or semi-detached for not more than two (2) cars, 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 lot in QUEEN CREEK SUBURBAN RANCHES. 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 dwelling shall be erected, permitted, or maintained upon said lots which contains less than eleven hundred (1100) square feet of ground floor level area (including interior storage) under permanent roof, exclusive of opened roof areas, cabanas, carports, and garages. No mobile home less than ten (10) feet wide and forty (40) feet long shall be permitted or maintained upon said lots. All dwellings, mobile homes, structures, and buildings erected, permitted and maintained upon, said lots and all appurtenant structures

thereto shall be subject to the approval of the Board of Directors of QUEEN CREEK SUBURBAN RANCHES, INC. in the manner herein-after set forth. All dwellings, mobile homes, structures and buildings erected, permitted and maintained on said lots and all appurtenant structures thereto shall not exceed two (2) stories in height. No building shall be erected, placed or permitted on any of said residential lots in QUEEN CREEK SUBURBAN RANCHES, the front walls of which are closer than twenty (20) feet from the front property line, except that a front porch or 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.

4. No garage or any other building whatsoever shall be erected on any of said residential lots until a dwelling house shall have been erected, a mobile home placed thereon, 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. No outside toilets shall be permitted in any event; and all toilets, sinks, baths, showers, and similar plumbing or sanitation facilities shall be promptly connected to and empty into underground septic tanks and/or cesspools and/or a sewer system all of which must meet the requirements of the applicable County and State Health and Sanitation Departments.



5. No store, office or other place of business of any kind and no hospital, sanitarium, or other place for the care or treatment of the sick or disabled, physically or mentally, nor any church shall ever be erected or permitted on any of said lots, or any part thereof; and no business of any kind or character whatever shall be conducted in or from any building on said lots.

6. None of the above described lots shall be subdivided into smaller lots nor conveyed in less than the full dimension of the lot as

shown by the plat of QUEEN CREEK SUBURBAN RANCHES, except for public utilities.

7. An entire residential lot together with the improvements thereon may be rented or leased by the owner thereof to a single family, but not otherwise.

8. 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 QUEEN CREEK SUBURBAN RANCHES. 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.

9. No unlawful, offensive, noxious or immoral activity or condition shall be carried on or maintained upon any lot, nor shall anything be done or permitted thereon which may be or become a nuisance or annoyance to the neighborhood. No equipment, service yards, woodpiles, or storage piles, nor anything normally described as junk, trash, or rubble shall be kept or maintained on any lot. All rubbish, trash or garbage shall be removed from the lots and shall not be allowed to accumulate thereon. No incinerator, other than high-combustion burners, shall be kept or maintained on any lot.

10. With the exception of one "For Rent" or "For Sale" sign (which shall not exceed 18 by 24 inches in size) no advertising signs, billboards, unsightly objects or nuisances shall be erected, placed, or permitted to remain on any lot.

11. No elevated tanks of any kind shall be erected, placed, or permitted upon any of the above described lots. Any tanks used in connection with any residences, apartments, mobile homes, or structures on the lots, including tanks for storage of gas, fuel oil, gasoline, or oil must be kept buried or kept screened by adequate planting or fence to conceal them from neighboring lots and structures.

12. Notwithstanding anything to the contrary herein contained, Tracts A and B, QUEEN CREEK SUBURBAN RANCHES, consisting of well sites and improvements, shall be used only for purposes common to all lots in QUEEN CREEK SUBURBAN RANCHES. No buildings or structures shall be erected or maintained on said area, other than facilities necessary for and incidental to the operation and maintenance of said well sites. The Board of Directors of QUEEN CREEK SUBURBAN RANCHES, INC. shall have the exclusive right and power to establish and impose rules and regulations governing the use, maintenance and development of said Tracts A and B, and any person using the facilities of said tracts shall abide by such rules and regulations.

13. It is anticipated that certain residences, ~~apartments~~ and mobile homes will be constructed and maintained on the hereinbefore described lots and that water pumped from Tracts A and B will be used for irrigation purposes only on said lots; that ownership to each of said lots will be evidenced by a Deed. Tracts A and B shall be and are hereby made subject to an easement which shall be appurtenant to all of the lots in QUEEN CREEK SUBURBAN RANCHES for the use and benefit of all of the owners of said lots, their successors and assigns, to use said Tracts from which to obtain water for irrigation purposes, subject to the limitations herein set forth. Tracts A and B shall be conveyed to and owned by QUEEN CREEK SUBURBAN RANCHES, INC., an Arizona nonprofit corporation. The proper maintenance, repairs and upkeep of the said Tracts, improvements and facilities located thereon shall be undertaken by the said QUEEN CREEK SUBURBAN RANCHES, INC. The rights and obligations of said corporation with respect to said Tracts A and B and the maintenance, repairs and upkeep thereof shall be as follows:

A. One membership in QUEEN CREEK SUBURBAN RANCHES, INC., an Arizona nonprofit corporation, shall be issued to the owner or owners of record, or contract purchaser or purchasers, of each lot within QUEEN CREEK SUBURBAN RANCHES. In the event a lot is owned or is being purchased under contract by two or more persons, one membership shall be issued in the names of all of said owners or contract purchasers; and they collectively shall designate to the corporation in writing one of their number who shall have the power to vote the said membership at any annual or special meeting of the members of the corporation.

B. QUEEN CREEK SUBURBAN RANCHES, INC. shall develop, to the extent necessary,

maintain, operate, including but not limited to the payment of the cost of electricity or gas, oil, etc. necessary for the pumping operations, and otherwise manage Tracts A and B and shall pay all real estate taxes which may be assessed against and levied upon said Tracts, and any improvements located or constructed thereon, and to pay all premiums for fire, hazard and public liability insurance.

C. Each owner or the owners of record of each lot in said subdivision shall pay to QUEEN CREEK SUBURBAN RANCHES, INC. within ten (10) days of receipt of invoice his pro rata share of the aggregate costs enumerated in the preceding subparagraph B.

(i) The owner's pro rata share shall be determined by the Board of Directors of QUEEN CREEK SUBURBAN RANCHES, INC. and shall be in the ratio that the number of lots owned by each owner bears to the total number of lots in QUEEN CREEK SUBURBAN RANCHES. Invoices shall be submitted monthly or at such other regular intervals as may be fixed by the Board of Directors of QUEEN CREEK SUBURBAN RANCHES, INC.

(ii) The maximum amount which may be assessed by the Board of Directors of QUEEN CREEK SUBURBAN RANCHES, INC. for any of the purposes enumerated herein shall not exceed \$120.00 per lot per year, provided that said maximum amount may be increased by a majority vote of the members of QUEEN CREEK SUBURBAN RANCHES, INC. at any regular meeting or special meeting of said members called for that purpose.

D. In the event any invoice as provided for in this Paragraph 13 is not paid within thirty (30) days from the date the same is deposited in the United States mail and addressed to the owner or owners of a lot, the amount of such invoice shall constitute and become a lien upon said lot provided QUEEN CREEK SUBURBAN RANCHES, INC. causes to be filed in the Office of the County Recorder, Pinal County, an Affidavit of Non-Payment of such invoice in the form of a Materialmen's Lien and posting a copy of the same upon said lot. Said lien shall be foreclosed within six (6) months from the date of filing the Affidavit of Non-Payment as hereinabove described and in the manner provided by the applicable Arizona Statutes pertaining to the foreclosure

of Materialman's Liens. If any lot subject to the lien hereof shall be subject to the lien of a mortgage, (i) the foreclosure of the lien herein provided shall not operate to effect or impair the lien of the mortgage, and (ii) the foreclosure of the lien of the mortgage or the acceptance of a Deed in lieu of foreclosure by the mortgagee shall not operate to effect or impair the lien herein provided, except that the lien herein for said charges as shall have accrued up to the foreclosure, or the acceptance of the Deed in lieu of foreclosure shall be subordinate to the lien of the mortgage with the foreclosure purchaser or Deed in Lieu of Grantee taking title free of the lien hereof for all of said charges that have accrued up to the time of the foreclosure of Deed given in lieu of foreclosure, but subject to the lien hereof for all said charges that shall accrue subsequent to the foreclosure or Deed given in lieu of foreclosure.

E. In the event the owner of any lot shall fail to maintain the premises and the exterior of the improvements situated thereon in a manner satisfactory to the Board of Directors of QUEEN CREEK SUBURBAN RANCHES, INC., then said corporation, through its agent and employees shall have the right to enter upon such premises and to repair, maintain, rehabilitate, and restore the exterior of any improvements situated thereon, and the cost thereof shall be charged against said owner of said lot by invoice in the manner set forth in Paragraphs 13 C and D hereof and made a lien on said lot and foreclosed as herein set forth, provided, however, that said QUEEN CREEK SUBURBAN RANCHES, INC. first give written notice to the owner of said lot of its intentions to make such repairs or of its intention to perform such maintenance or rehabilitation work and affording the owner of said lot sixty (60) days time in which to make said necessary repairs or maintenance work. If at the end of the sixty-day period the work to be performed has not been done by the owner, then QUEEN CREEK SUBURBAN RANCHES, INC. shall have the right as set forth herein to make such maintenance, repairs, or rehabilitation work. Nothing herein contained shall be construed to grant to QUEEN CREEK SUBURBAN RANCHES, INC. any right to enter into or inside any building or buildings located on any lot or tract without the consent of the owner thereof.

F. No membership in QUEEN CREEK SUBURBAN RANCHES, INC. held by the owner of a lot in said subdivision shall be transferred, pledged,

or alienated in any way except upon the sale of said lot and then only to the purchaser of said lot. Any attempt to make a prohibited transfer shall be void and shall not be reflected upon the books of the corporation. In the event the owner of any lot shall fail or refuse to transfer or cause to be transferred the certificate registered in his name to the purchaser of such lot, QUEEN CREEK SUBURBAN RANCHES, INC. shall have the right to record the transfer upon the books of the corporation and to issue a new certificate to the purchaser, and thereupon the old certificate outstanding in the name of the Seller shall be null and void as though the same had been surrendered.

14. The covenants, restrictions, reservations and conditions contained herein shall run with the land and shall be binding upon all persons purchasing, leasing, subleasing or occupying any lot or tract in said subdivision after the date on which this instrument has been recorded. These covenants, restrictions, reservations and conditions may be enforced by the beneficial owner of any lot or tract in said subdivision, QUEEN CREEK SUBURBAN RANCHES, or by any one or more of said individuals and corporations, provided, however, that any breach of said covenants, restrictions, reservations and conditions, or any right of re-entry by reason thereof, shall not defeat or affect the lien of any mortgage or deed of trust made in good faith and for value upon said land, but each and all of said covenants, restrictions, reservations and conditions shall be binding upon and effective against any owner of said premises whose title thereto is acquired by foreclosure, trustee's sale or otherwise, and provided also that the breach of any of said covenants, restrictions, reservations and conditions may be enjoined, abated or remedied by appropriate proceedings, notwithstanding the lien or existence of any such deed of trust or mortgage. All instruments of conveyance of any interest in all or any part of said subdivision shall contain reference to this instrument and shall be subject to the covenants, restrictions, reservations and conditions herein as fully as though the terms and conditions of this instrument were therein set forth in full; provided, however, that the terms and conditions of this instrument shall be binding upon all persons affected by its terms, whether express reference is made to this instrument or not.

Failure to enforce any of the covenants, restrictions, rights, reservations, and limitations contained herein shall not in any event be construed and held to be a waiver thereof or consent to any further or succeeding breach or violation thereof.

These covenants, restrictions, and conditions shall

remain in force and effect until and including December 31, 2000. Thereafter they shall be deemed to have been automatically renewed and extended for successive periods of ten (10) years each unless revoked or amended by an instrument in writing executed and acknowledged by the owners of not less than three-fourths of the lots in said subdivision and recorded in the Office of the Recorder of Pinal County, Arizona, within ninety (90) days prior to the expiration of the initial effective period hereof or any ten-year extension.

These covenants, restrictions, reservations and conditions may at any time be modified or amended by an instrument in writing executed and acknowledged by the owners of not less than three-fourths of the lots in said subdivision, and recorded in the Office of the Recorder of Pinal County, Arizona.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

The benefits and obligations, hereunder shall inure to and be binding upon the parties hereto, their successors and assigns.

DATED this 1st day of September, 1970.

MINNESOTA TITLE COMPANY, Trustee

By: A. F. Borchert
President

Attest: Jacqueline Rioux
Assistant Secretary

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this, the 1st day of September, 1970, before me, the undersigned officer, personally appeared A. F. Borchert and Jacqueline Rioux who acknowledged themselves to be the President and Assistant Secretary respectively of MINNESOTA TITLE COMPANY, an Arizona corporation, as Trustee, and that they being authorized to do so, executed the foregoing instrument for the purposes herein 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.

[Signature]
Notary Public

My Commission Expires: .

July 22, 1972