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Dana Lewis

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AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS

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This Amended and Restated Declaration of Restrictions (the "Declaration") is made effective as of the date of its recording by the Queen Creek Suburban Ranches, Inc., an Arizona nonprofit corporation (the "Association").

RECITALS

A. The Declaration of Restrictions was recorded on September 3, 1970 at Docket 607, Page 293, official records of the Pinal County Recorder, State of Arizona (the "Original Declaration"), as amended by the First Amendment to Declaration of Restrictions recorded on September 22, 1995 at Fee No. 1995-029325, official records of the Pinal County Recorder, State of Arizona (the "First Amendment"), as amended by the Second Amendment to Declaration of Restrictions recorded on February 24, 2022 at Fee No. 2022-022497, official records of the Pinal County Recorder, State of Arizona (the "Second Amendment")

B. The Original Declaration provides that it "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."

C. As evidenced by the signature pages attached hereto as Exhibit A and incorporated herein by this reference, owners of not less than three-fourths of the lots in the Association have approved on this Declaration.

D. This Declaration is intended to supersede and replace the Original Declaration and the First Amendment in their entirety. The Second Amendment shall continue in full force and effect as a separate, standalone amendment to this Declaration.

DECLARATION

Minnesota Title Company, an Arizona corporation, as Trustee, being the original owner of all of the following described premises 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, May 131

and desiring to establish the nature of the use and enjoyment thereof, declared in the Original Declaration that said premises is subject to the following express covenants, stipulations, and restrictions as to the use and enjoyment thereof, all of which are to be considered 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, and a structure to serve as a stable, livestock shelter, storage, barns and/or tack room shall be erected, maintained, placed or permitted on any residential lot or portion of said residential lot in the Association. Such stable, livestock shelter, storage, barns 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. One guest house may also be constructed in addition to any single family residence on a lot, provided proper permits are obtained through Pinal County and approval is received from the Board of Directors.
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 the Association 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 the Association, 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, storage, barns, 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 responsible licensed contractor shall have been entered into for the construction of a dwelling, and necessary permits have been obtained, which dwelling house or mobile home shall comply with the restrictions herein. No garage, storage, barn, stable or tack room shall be used for residential purposes. Any portable toilet or construction dumpster shall be promptly removed from the lot after construction of the dwelling house is completed, and no portable toilet or construction dumpster shall be permitted to remain on any lot after construction is completed on the dwelling house. 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 that is detectible by sight, sound or smell from outside the dwelling house or any building or structure on any lot, 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 shall be conducted in or from the dwelling house or any building or structure on said lots that is detectible by sight, sound or smell from outside the dwelling house or any building or structure on any lot. The foregoing, however, shall in no way limit the operation of an animal hospital or veterinary clinic on any one or more of said lots. An animal hospital or veterinary clinic may be operated out of one or more buildings located on any lot of not less than five acres or any two or more adjoining lots that comprise at least five acres. A professional or semi-professional home office or studio, whether a part of or located within a dwelling house or other building or structure on any lot, may be allowed provided there are no customers or employees on said lot and the business cannot be detected by sight, sound or smell from the outside.

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 the Association, 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 the 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 the Association. 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 lot. None of the 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, service yards, excessive weeds, 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 underground tanks of any kind for fuel or hazardous waste shall be erected, placed, or permitted upon any of the above described lots. Any tanks used in connection with any residences, mobile homes, or structures on the lots, including tanks for storage of gas, fuel oil, gasoline, or oil must be UL142 double walled aboveground, they shall be placed on a solid concrete foundation, tanks will not be permitted to rest on the earth. Vehicle protection will be required, installed not less than 3 feet from the tank, 4 feet on center, 4 feet x 7 feet concrete filled posts, minimum 4 feet in ground, 3 feet above ground. Tank must be kept screened by adequate fence to conceal it from neighboring lots and structures. Tanks must be 15 feet from property line. Tank capacity not to exceed 1,000 gallons. All tanks must be permitted within the local jurisdiction and meet all State and Local regulations. The Board of Directors has the express right as part of its rule-making authority to modify the specific requirements regarding tanks based on future changes to the best practices or recommendations regarding such tanks.

12. Notwithstanding anything to the contrary herein contained, Tracts A and B, consisting of well sites and improvements, shall be used only for purposes common to all lots in the Association. 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 the Association 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. Such rules and regulations may address, among other things, rules of use, scheduling access to irrigation water, a policy for addressing violations of the rules and regulations, a schedule of fines for violations, and suspension of the right to access irrigation water in the event of any violations.

13. It is anticipated that certain residences 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 the Association 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 the Association. The proper maintenance, repairs and upkeep of the said Tracts, improvements and facilities located thereon shall be undertaken by the Association. 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 the Association shall be issued to the owner or owners of record, or contract purchaser or purchasers, of each lot within the Association. 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. In no event shall more than one (1) vote be cast with respect to any lot.

B. The Association 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 other-wise 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 the Association 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 the Association and shall be in the ratio that the number of lots owned by each owner bears to the total number of lots in the Association. Invoices shall be submitted monthly or at such other regular intervals as may be fixed by the Board of Directors of the Association.

ii. The maximum amount which may be assessed by the Board of Directors of the Association for any of the purposes enumerated herein shall not exceed \$600.00 per lot per year, commencing the year this Declaration is recorded. Thereafter, the Board of Directors may increase the annual assessment each year in accordance with Arizona law. The Board of Directors may not increase the annual assessment more than 20% above the prior year's annual assessment without an approving vote of a majority of the Members present or participating in the vote called for that purpose.

D. The annual assessments described in this Paragraph 13, together with late charges, reasonable collection fees and costs incurred or applied by the Association, and reasonable attorneys' fees and costs awarded by a court that are incurred with respect to such assessments, shall be a charge, continuing servitude and lien upon the lot against which each such assessment is made, which lien shall be for the benefit of, and enforceable by the Association. Each such assessment together with interest, late charges, collection fees and costs and all attorneys' fees, shall also be the personal obligation of the person who was the owner of the lot at the time the assessment came due. The personal obligation for delinquent assessments shall not pass to the successors in title of the owner unless expressly assumed by such successors. Any assessment or installment thereof not paid within fifteen (15) days when due shall be deemed delinquent and shall bear interest at a rate of twelve percent (12%) per annum, and, in addition, a late fee, the amount of which shall be determined by the Board and which shall not exceed the maximum permitted under

Arizona law, may be assessed for each late occurrence, and the member whose assessment is delinquent shall be liable for all costs, including all attorneys' fees, which may be incurred by the Association, in collecting the same. The Board of Directors also may, but is not obligated to, record a notice of claim of lien against any lot as to which an assessment is delinquent and constitutes a lien, and may establish a fixed fee to reimburse the Association's cost in recording such notice, processing the delinquency and recording a notice of payment. Additionally, the lien for assessments, late charges, collection costs, attorneys' fees and costs, may be foreclosed in the same manner as a mortgage on real estate. The Association shall have the power and authority to bid on any property at any sheriff's sale following foreclosure of its lien.

E. In the event the owner of any lot shall fail to maintain the lot and the exterior of any improvements thereon in a manner satisfactory to the Board of Directors of the Association, then the corporation, through its agents and/or employees, shall have the right to enter upon the lot and to repair, maintain, rehabilitate, replace and/or restore the lot, or any portion thereof, and/or the exterior of any improvements thereon, and the cost of the work performed shall be charged against the owner of the lot by invoice in the manner set forth in Paragraphs 13 C and D hereof and made a lien on the lot which may be foreclosed as provided for in Paragraph 13 D, provided, however, that the Association first give written notice to the owner of the lot of its intentions to perform such work and affording the owner of the lot thirty (30) days within which to perform the necessary work. If at the end of the thirty-day period the work to be performed has not been done by the owner, then the Association shall have the right, but not the obligation to perform the work, and the entry of the Association's agents and/or employees onto the lot shall not be deemed a trespass. Nothing herein contained shall be construed to grant to the Association 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 the Association 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, the Association 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.

G. In the event an owner of any lot, or someone for whom an owner is responsible, causes damage to Tract A or B and the facilities and improvements thereon, or whose negligence, misuse or missed use of his or her scheduled time to obtain irrigation water causes damage to Tract A or B and the facilities and improvements thereon, or to the surrounding lots and the improvements thereon,

then such owner shall be responsible for said damage whether repaired by the responsible owner, the Association or the owner of the damaged lot. Any such repair costs incurred by the Association shall be charged to the responsible owner by invoice in the manner set forth in Paragraphs 13 C and D hereof and made a lien on the responsible owner's lot which may be foreclosed as provided for in Paragraph 13 D.

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 the Original Declaration was recorded. These covenants, restrictions, reservations and conditions may be enforced by the beneficial owner of any lot or tract in said subdivision, the Association, 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 were they 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. All costs, including administrative costs and attorneys' fees, incurred by the Association in enforcing the terms of this Declaration and the rules and regulations, or an owner's compliance with this Declaration and the rules and regulations, shall be charged to the owner by invoice in the manner set forth in Paragraphs 13 C and D hereof and made a lien on the responsible owner's lot which may be foreclosed as provided for in Paragraph 13 D.

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 amended, revoked, or otherwise terminated. These covenants, restrictions, and conditions may be amended, revoked, or otherwise terminated by the vote or written consent of the owners of not less than three-fourths of the lots in said subdivision, with only one vote or written consent per lot required, and provided that written notice of any such amendment, revocation, or termination is recorded in the Office of the Recorder of Pinal County, Arizona within thirty (30) days of approval of any such amendment, revocation, or termination.

Invalidation of any one of these covenants, restrictions, or conditions by judgment or court order shall in no way 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.

IN WITNESS HEREOF, the undersigned owners have executed this Amended and Restated Declaration of Restrictions.

(Signature pages follow as Exhibit A.)

