

Trust No. 99527

AMENDED DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA, 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 1-134, inclusive, and Tracts A and C, COUNTRY MINI-FARMS, according to the Plat of record in the Office of the County Recorder of Pinal County, Arizona, in Book 17 of Maps, Page 27.

has heretofore caused to be recorded in Docket 690, Page 906, records of Pinal County, Arizona, a Declaration of Restrictions of COUNTRY MINI-FARMS, and

WHEREAS, said Trustee has subsequently caused to be recorded the plat of COUNTRY MINI-FARMS AMENDED in Book 17 of Maps, Page 34, records of Pinal County, Arizona, so as to correct certain mathematical errors that appeared on the original plat, and now desiring to amend the original Declaration of Restrictions so as to conform to the amended plat hereby rescinds the previously recorded Declaration of Restrictions in its entirety and substitutes in lieu thereof the following restrictions for Lots 1-134, inclusive, and Tracts A and C, COUNTRY MINI-FARMS AMENDED, to-wit:

1. The lots subject to these restrictions shall be known and described as residential lots.

2. Not more than two single family residences, or two mobile homes, two private garages, or carpports detached or semi-detached for not more than two (2) cars, and two structures to serve as a stable, livestock shelter, and/or tack room shall be erected, maintained, placed or permitted on any residential lot in COUNTRY MINI-FARMS AMENDED. 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 inferior materials shall be permitted. Any quarters for servants or guests must be an integral part of said residences.

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, carpports, and garages. No mobile home less than ten (10) feet wide and forty (40) feet long shall be

Onmling, If any, restrictions based on race, color, religion, sex, handicap, familial status or national origin.

7. Horses, poultry and other livestock except pigs and goats, may be kept or maintained on any of said lots. 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 and orderly

6. None of the above described lots shall be subdivided into smaller lots nor conveyed in less than the full dimensions of the lot as shown by the plat of COUNTRY MINI-FARMS AMENDED, except for public utilities.

5. No store, office or other place of business of any kind and no hospital, sanatorium, 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.

4. No garage or any other building, except for a corral, shall be erected on any of said lots until a dwelling house shall have been erected, 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 such toilets, sinks, baths, showers and similar plumbing or sanitation facilities shall be promptly connected to cesspools and/or a sewer system all of which must meet the requirements of the applicable County and State Health and Sanitation Department.

permitted or maintained upon said lots. All dwellings, mobile homes, structures, and buildings erected, permitted and maintained upon said lots and all appurtenant structures thereon shall be subject to the approval of the Board of Directors of COUNTRY FARMS IRRIGATION & MANAGEMENT CO. in the manner hereinafter 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. All buildings erected, placed or permitted on any of the lots in COUNTRY MINI-FARMS AMENDED shall be placed or constructed in such a manner as to comply with the minimum set back requirement of Pinal County.

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 COUNTRY MINI-FARMS AMENDED. Any such physical facilities for the maintenance of such 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 feed lots or commercial poultry operations.

8. 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 become a nuisance or annoyance to the neighborhood. No service yards or storage piles, nor anything normally described as junk, trash, or rubbish, 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.

9. 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.

10. 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, 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.

11. Notwithstanding anything to the contrary herein contained, Tracts A and C, COUNTRY MINI-FARMS AMENDED, consisting of well sites and improvements, shall be used only for purposes common to all lots in COUNTRY MINI-FARMS AMENDED and in COUNTRY MINI-FARMS UNIT TWO, said subdivision being developed concurrently with COUNTRY MINI-FARMS AMENDED. No buildings or structures shall be erected or maintained on said areas, other than facilities necessary for and incidental to the operation and maintenance of said well sites and related water distribution system. The Board of Directors of COUNTRY FARMS IRRIGATION & MANAGEMENT CO. 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 C, and the use and control of water pumped and distributed

therefrom, and any person using the facilities of said tracts shall abide by such rules and regulations.

12. It is anticipated that certain residences and mobile homes will be constructed and maintained on the heretofore described lots; that water pumped and/or distributed from Tracts A and C will be used for irrigation purposes only on the lots in COUNTRY FARMS AMENDED and in COUNTRY MINI-FARMS UNIT TWO; that ownership to each of said lots will be evidenced by a deed. Tracts A and C shall be and are hereby made subject to an easement which shall be appurtenant to all of the lots in COUNTRY MINI-FARMS AMENDED and COUNTRY MINI-FARMS UNIT TWO 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 C shall be conveyed to and owned by COUNTRY FARMS IRRIGATION & MANAGEMENT CO., an Arizona corporation. The proper maintenance, repairs and upkeep of the said tracts, improvements and facilities located thereon shall be undertaken by the said COUNTRY FARMS IRRIGATION & MANAGEMENT CO. The rights and obligations of said corporation with respect to said Tracts A and C and the maintenance, repairs and upkeep thereof shall be as follows:

A. One membership in COUNTRY FARMS IRRIGATION & MANAGEMENT CO., an Arizona corporation, shall be issued to the owner or owners of record, or contract purchaser or purchasers, of each lot within the subdivisions of COUNTRY MINI-FARMS AMENDED and COUNTRY FARMS UNIT TWO. 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. COUNTRY FARMS IRRIGATION & MANAGEMENT CO. shall develop, to the extent necessary, maintain, operate, (including but not limited to the payment of the cost of electricity, gas, oil, etc. necessary for the pumping operations) and otherwise manage Tracts A and C and the resulting water distribution system and shall pay all real estate taxes which may be assessed against

0. In the event any invoice as provided for in this Paragraph 12 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 COUNTRY FARMS IRRIGATION & MANAGEMENT CO. causes to be filed in the Office of the County Recorder, Pinal County, Arizona, an Affidavit of Non-Payment of such invoice in the form of a Materialman's Lien and posting a copy of the same upon said lot. Said lien can be fore-closed 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, (1) the foreclosure of the lien herein provided shall not operate to effect or impair the lien of the mortgage, and (11) 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 affect 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

(1) The owner's share of said costs and the per acre foot cost of water delivered to each lot shall be determined by the Board of Directors of COUNTRY FARMS IRRIGATION & MANAGEMENT CO. Invoices shall be submitted monthly or at such other regular intervals as may be fixed by said Board of Directors.

12. The objectives enumerated in this paragraph C. Each owner of the owners of record of each lot in the subdivisions enumerated in subparagraph A above, shall pay to COUNTRY FARMS IRRIGATION & MANAGEMENT CO. within ten (10) days of receipt of invoice his prorata share of the aggregate costs enumerated in the preceding subparagraph B and in the accomplishment of the objectives enumerated in this paragraph

and levied upon said tracts, and any improvements located or constructed thereon, and to pay all premiums for fire, hazard and public liability insurance.

of the lien hereof for all of said charges that have accrued up to the time of the foreclosure, but subject to the lien hereof for all of 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 (including but not limited to the removal of rubbish and proper weed control) and the exterior of the improvements situate thereon in a manner satisfactory to the Board of Directors of COUNTRY FARMS IRRIGATION & MANAGEMENT CO., then said corporation, through its agent and employees shall have the right to enter upon such premises and to remove rubbish and weeds, repair, maintain, rehabilitate and restore the exterior of any improvements situated thereon, and the cost thereof shall be charged against the owner of said lot by invoice in the manner set forth in Paragraphs 12 C and D hereof and made a lien on said lot and foreclosed as herein set forth, provided however, that said COUNTRY FARMS IRRIGATION & MANAGEMENT CO. first give written notice to the owner of said lot of its intention 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 COUNTRY FARMS IRRIGATION & MANAGEMENT CO. 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 COUNTRY FARMS IRRIGATION & MANAGEMENT CO. 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 COUNTRY FARMS IRRIGATION & MANAGEMENT CO. 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, COUNTRY FARMS IRRIGATION & MANAGEMENT CO. 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.

13. The covenants, restrictions, reservations and conditions contained herein shall run with the land and shall be binding upon all persons purchasing, leasing, subdividing 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, COUNTRY FARMS AMENDED, 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 the 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 of this instrument 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, 2002. Hereafter, 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

462634

STATE OF ARIZONA }  
County of Pinal } ss:

I hereby certify that the within instrument was filed and recorded

MAR 16 1973 8:00 AM

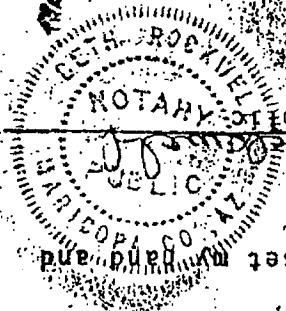
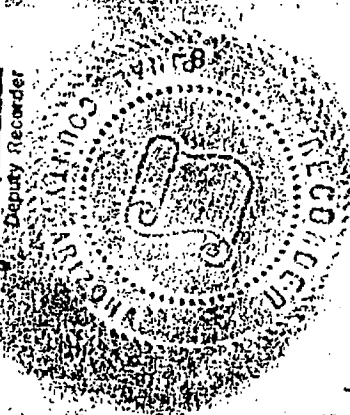
In Doc # 699 PAGE 842

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

WILLIAM S. TRUMAN

County Recorder

Deputy Recorder



My Commission Expires June 8, 1976

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

On this the 14th day of March, 1973, before me, the undersigned officer, personally appeared DAN ROBLEDO, who acknowledged himself to be the Trust Officer of TRANSAMERICA TITLE INSURANCE COMPANY, an Arizona corporation, as Trustee, and that he, being authorized to do so, executed the foregoing instrument for the purposes herein contained by signing the name of the corporation by himself as such officer.

By: [Signature]  
Trust Officer  
TRANSAMERICA TITLE INSURANCE COMPANY, an Arizona Corporation, TRUSTEE and not personally

DATED this 14th day of March, 1973.

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

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.

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.

prior to the expiration of the initial effective period hereof or any ten-year extension.

699 pg 842



Onmilling, if any, restrictions based on race, color, religion, sex, handicap, familial status or national origin.

Except as expressly modified and amended hereby, the terms and conditions as set forth in the Amended Declaration of Restrictions are hereby ratified and reaffirmed.

"7. Horses, poultry, and other livestock may be kept or maintained on any of said lots. Any pigs or goats maintained upon any of said lots shall be limited in number to two (2) goats and one (1) pig in excess of 40 pounds in weight. 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 and 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 COUNTRY MINI-FARMS AMENDED. Any such physical facilities for the maintenance of such 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 feed lots or commercial poultry operations."

WHEREAS, said Trustee, acting pursuant to the written direction of its Trust Beneficiary, does hereby amend Paragraph 7 of the Amended Declaration of Restrictions of COUNTRY MINI-FARMS AMENDED by deleting said Paragraph 7 in its entirety and substituting the following Paragraph 7 in lieu thereof, to-wit:

has heretofore caused to be recorded in Docket 699, Page 842, records of Pinal County, Arizona, Amended Declaration of Restrictions of COUNTRY MINI-FARMS AMENDED, and Lots 1-134, inclusive, and Tracts A and C, COUNTRY MINI-FARMS AMENDED, according to the Plat of record in the Office of the County Recorder of Pinal County, Arizona, in Book 17 of Maps, Page 34

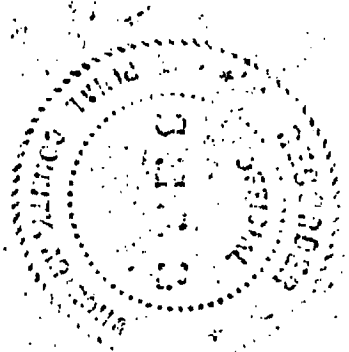
That TRANSAMERICA TITLE INSURANCE COMPANY, an Arizona corporation, as Trustee, being the owner of all of the following described premises situate within the County of Pinal, State of Arizona, to-wit:

KNOW ALL MEN BY THESE PRESENTS:

AMENDED DECLARATION OF RESTRICTIONS

AMENDMENT TO

NEW RECORDED, RETURN TO:  
TRANSAMERICA TITLE COMPANY  
14 West Adams Street  
Phoenix, Arizona 85003  
Attn: Dan Robledo, Trust Officer  
Re: Trust No. 99527



SEP 20 1973  
721 PAGE 203  
EXCISE  
WITNESS my hand and official seal this day and year aforesaid  
WILLIAM S. TRUMAN, Pinal County Recorder, By *[Signature]* Deputy  
TRANSAMERICA TITLE INSURANCE COMPANY

This Amendment is hereby executed by TRANSAMERICA TITLE INSURANCE COMPANY, an Arizona corporation, as Trustee, and such other parties, if any, as are necessary to constitute the owners of not less than three-fourths (3/4ths) of the lots in the subdivision of COUNTRY MINI-FARMS AMENDED, and the signatures of said parties have been duly acknowledged.

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

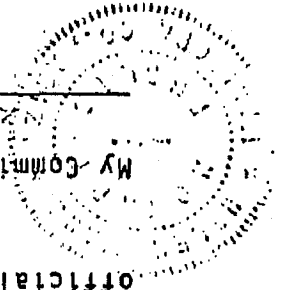
DATED this 18<sup>th</sup> day of June, 1973.

TRANSAMERICA TITLE INSURANCE COMPANY, an Arizona corporation, TRUSTEE

By: [Signature] Trust Officer

STATE OF ARIZONA, }  
County of Maricopa. } ss.

On this the 17th day of June, 1973, before me, the undersigned officer, personally appeared DAN ROBLEDO, who acknowledged himself to be a Trust Officer of TRANSAMERICA TITLE INSURANCE COMPANY, an Arizona corporation, as TRUSTEE, and that he, being authorized to do so, executed the foregoing instrument for the purposes herein contained by signing the name of the corporation by himself as such officer. IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



My Commission Expires: 12/2/76

[Signature]  
Notary Public

The undersigned purchaser(s) of Lot X COUNTRY MINI-FARMS AMENDED, have read and approve the Amendment to Amended Declaration of Restrictions dated June 18, 1973.

*George Dickerson*  
\_\_\_\_\_  
George Dickerson

State of Arizona )  
) ss. )  
County of Maricopa )

This instrument was acknowledged before me this 15th day of April, 1973, by George D. Dickerson and Joyce Dickerson

My commission expires: 3-16-74 Notary Public

The undersigned purchaser(s) of Lot 12 COUNTRY MINI-FARMS AMENDED, have read and approve the Amendment to Amended Declaration of Restrictions dated June 18, 1973.

*Wm. R. J. Smith*  
\_\_\_\_\_  
Wm. R. J. Smith

State of Arizona )  
) ss. )  
County of Maricopa )

This instrument was acknowledged before me this 15th day of April, 1973, by Merle F. Parrish and Leatha Parrish

My commission expires: 3-16-74 Notary Public

Notarial Seal  
Not Affixed

The undersigned purchaser(s) of Lot T. COUNTRY MINI-FARMS AMENDED, have read and approve the Amendment to Amended Declaration of Restrictions dated June 18, 1973.

*Juanita Knott*  
\_\_\_\_\_  
Juanita Knott

State of Arizona )  
) ss. )  
County of Maricopa )

This instrument was acknowledged before me this 15th day of April, 1973, by Richard A. Knott and Juanita Knott

My commission expires: 3-16-74 Notary Public

The undersigned purchaser(s) of Lot 17 COUNTRY MINI-FARMS AMENDED, have read and approve the Amendment to Amended Declaration of Restrictions dated June 18, 1973.

Christopher O. Broughton  
Christina I. Broughton  
This instrument was acknowledged before me this 16th day of July, 1973, by Christopher O. Broughton and Cynthia T. Broughton  
Notary Public  
My commission expires: 3-16-74

State of Arizona )  
) ss.  
) County of Maricopa )

The undersigned purchaser(s) of Lot 16 COUNTRY MINI-FARMS AMENDED, have read and approve the Amendment to Amended Declaration of Restrictions dated June 18, 1973.

Donald H. Matthews  
Kileen G. Matthews  
This instrument was acknowledged before me this 17 day of July, 1973, by Ronald G. Matthews and Kileen G. Matthews  
Notary Public  
My Commission Expires May 3, 1975

State of Arizona )  
) ss.  
) County of Maricopa )

The undersigned purchaser(s) of Lot 16 COUNTRY MINI-FARMS AMENDED, have read and approve the Amendment to Amended Declaration of Restrictions dated June 18, 1973.

Richard H. Matthews  
Barbara T. Marsteller  
This instrument was acknowledged before me this 17th day of July, 1973, by Richard A. Marsteller and Barbara T. Marsteller  
Notary Public  
My Commission Expires Jan. 9, 1977

State of Arizona )  
) ss.  
) County of Maricopa )

My commission expires:

The undersigned purchaser(s) of Lot 115 COUNTRY MINI-FARMS AMENDED, have read and approve the Amendment to Amended Declaration of Restrictions dated June 18, 1973.

*Shirley E. Smith*  
*B. Nadine Smith*

State of Arizona )  
) ss. )  
County of Maricopa )

This instrument was acknowledged before me this 1st day of July, 1973, by B. Nadine Smith and Harold E. Smith

Notary Public

My commission expires: Oct 18, 1974

The undersigned purchaser(s) of Lot 121 COUNTRY MINI-FARMS AMENDED, have read and approve the Amendment to Amended Declaration of Restrictions dated June 18, 1973.

*Harold E. Smith*  
*B. Nadine Smith*

State of Arizona )

) ss. )  
County of Maricopa )

This instrument was acknowledged before me this 1st day of July, 1973, by Harold E. Smith and B. Nadine Smith

Notary Public

My commission expires: 3-16-74

The undersigned purchaser(s) of Lot 127 COUNTRY MINI-FARMS AMENDED, have read and approve the Amendment to Amended Declaration of Restrictions dated June 18, 1973.

*Harold E. Smith*  
*B. Nadine Smith*

State of Arizona )

) ss. )  
County of Maricopa )

This instrument was acknowledged before me this 2nd day of July, 1973, by Harold E. Smith and B. Nadine Smith

Notary Public

My commission expires: 3-16-74