UNIT #4

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, ARIZONA TITLE INSURANCE AND TRUST COMPANY, an Arizona corporation as trustee, being the owner of the following described real property, situated in the County of Maricopa, State of Arizona, to wit:

Lots 1 through 34, RANCHO ESTATES UNIT FOUR (4) according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 182 of Maps, Page 40 thereof:

in desiring to establish the nature of the use and enjoyment thereof does hereby declare said real property subject to the following restrictive covenants as to the use and enjoyment thereof, all of which are and shall be construed as restrictive covenants running with the title to said premises, and with each and every lot, part and parcel thereof, to wit:

1. No building except a single-family residential dwelling and a guest house, a private garage, carport or servants' quarters, for use in conjunction with such dwelling, and accessory livestock buildings shall be erected, maintained, or permitted on any lot or portion thereof. No dwelling shall be used except as a single-family dwelling.

2. No dwelling shall be erected upon any of the above-mentioned lots unless said dwelling contains at least one thousand (1,000) square feet of encloswed living area floor space. The term "living area floor space" is exclusive of floor space in porches, pergolas, garages, carports and servants' quarters. All buildings shall be constructed of brick, cement block or other substantial masonry construction, or insulated frame construction. No more than one (1) dwelling shall be built on any one lot.

3. No dwelling shall be erected or placed on any lot having a width of less than one hundred forty-five (145) feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than forty-three thousand five hundred sixty (45,360) square feet.

4. The front line of any building erected upon any lot shall not be closer than forty (40) feet to the front lot line, and the side walls of any building shall not be closer than thirty (30) feet to the side lot line. Notwithstanding the foregoing, accessory livestock buildings may be erected or placed within ten (10) feet of any side or rear lot

line, except a side lot line on a public street. In the event an owner acquired a portion of any adjoining lot or lots, the foregoing measurements shall be made from such property lines, rather than from the owner's side lot lines indicated on said recorded map or plat.

5. No building, planting, or other material shall be placed or permitted to remain within the dedicated alleys adjoining any lot or lots which may damage or interfere with the installation and maintenance of utilities thereon, or which may interfere with or change the flow of drainage thereon, or which may interfere with or impede the use thereof as a riding trail or any other valid purpose.

6. No prefabricated building, house trailer, tent, or other temporary structure or building of any nature shall be built, erected, placed, or maintained in any lot, provided, however, that a temporary office, tool shed, saw shed, lumber shed and sales office may be maintained upon any lot or lots by any building contractor for the purpose of erecting and selling dwellings on any lot or lots, but such temporary structure shall be removed upon completion of construction or selling of dwellings, whichever occurs later.

7. No store, office, or other place of business of any kind, and no hospital, sanatorium, or other place for the care and treatment of the sick, physically or mentally, nor any theater, saloon, or other place of entertainment, shall be erected or permitted upon any lot, and no business of any kind or character whatsoever shall be conducted in or from the building located on any lot or from any lot.

8. Not more than two (2) horses may be kept upon any lot. No swine, no livestock other than herein specified, and no pigeons, chickens, ducks, turkeys, or other poultry shall ever be kept upon any lot.

9. No wall, fence, or hedge more than six (6) feet in height shall be erected or maintained along the front lot line or any other side lot line on a street. No side or rear fence or hedge and no side or rear wall other than the wall of a building constructed on any of said lots, shall be more than six (6) feet in height. Fences and walls shall be constructed of ornamental lumber, concrete block, brick, or wrought iron only.

10. All clothes lines, equipment, service yards, wood piles, or storage piles shall be kept screened by adequate planting so as to conceal them from view of neighboring lots or streets. All rubbish, trash or garbage shall be removed from the lots, and shall not be allowed to accumulate thereon, and shall not be burned except by use of incinerator, and then only during the hours so specified by the governing authority. No garbage shall be kept on any lot except in a closed container.

11. No billboard or other unsightly object shall be erected, placed or permitted to remain on any lot, and no noxious or offensive trade or 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.

12. No structure shall be commenced or erected on any of said lots until the design and location of such structure and the kinds of materials to be used in such structure have been approved in writing by an

Architectural Control Committee established by and representing Del E. Webb Development Co. Such Architectural Control Committee to consist of three (3) individuals appointed from time to time by said corporation. The present Architectural Control Committee shall consist of J. W. MEEKER, GEORGE FLAGLER, and J. S. AUBIN. In the event such approval is not received within thirty (30) days from receipt of the request for approval, then such approval shall not be required, provided the design, location, and the kinds of materials and the buildings to be built on said lots shall be governed by all of the restrictions herein set forth and said buildings shall be in harmony with existing buildings and structures in the immediate vicinity in said subdivision. The above right to approve design and architectural materials shall be transferred to the Sun City Home Owners Association when eighty percent (80%) of the homes in the above tract have been completed and sold.

13. The Sun City Home Owners Association, or its successor, may, but shall not be obligated to, enforce these restrictions upon receipt of a written request from the owner or owners of one or more of the units covered hereby. Such written request shall explain in detail the violation hereof alleged. In the event the Association elects to act upon a request received pursuant to this paragraph, the Association shall have the right to enforce these restrictions in its own name on behalf of the owner or owners who submitted the request to the Association.

The foregoing restrictions and covenants run with the land, and shall be binding on all persons owning any of said lots or any part or parcel thereof for a period of thirty (30) years following the date these restrictions are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each. These restrictions and covenants may be amended, in whole or in part, at any time by a majority vote of the then owners of the lots covered hereby. Deeds of conveyance of said property, or any part thereof, may contain the above restrictive covenants by reference to this document, but whether or not such reference is made in such deeds or any part thereof, each and all of such restrictive covenants shall be valid and binding upon the respective grantees. Violation of any one or more of such covenants may be restrained by any court of competent jurisdiction, and damages awarded against such violator; provided, however, that a violation of these restrictive covenants, or any one or more of them, shall not affect the lien of any mortgage now of record, or which hereafter may be placed of record, upon said lot or any part thereof.

Should any of these restrictive covenants be invalidated by law, regulation or court decree, such invalidity of any such restrictive covenant shall in no way affect the validity of the remainder of the restrictive covenants.

UNIT #4

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DECLARATION OF RESTRICTIONS

PROP RSTR (PR)

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KNOW ALL MEN BY THESE PRESENTS:

That the undersigned ARIZONA TITLE INSURANCE AND TRUST COMPANY, an Arizona corporation, as Trustee, being the owner of the following described real property, situated in the County of Maricopa, State of Arizona, to wit:

Lots 1 through 34, RANCHO ESTATES, UNIT FOUR (4) according to the plat of record in the Office of the County Recorder of Maricopa County, Arizona, in Book 182 of Maps, Page 40 thereof.

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

1. No building except a single family residential dwelling and a guest house, a private garage, carport or servants' quarters, for use in connection with such dwelling and accessory livestock buildings shall be erected, maintained, or permitted on any lot or portion thereof. No dwelling shall be used except as a single family dwelling.

2. No dwelling shall be erected upon any of the above mentioned lots unless said dwelling contains at least one thousand (1,000) square feet of enclosed living area floor space. The term "living area floor space" is exclusive of floor space in porches, pergolas, garages, carport and servants' quarters. All buildings shall be constructed of brick, cement block or other substantial masonry construction, or insulated frame construction. No more than one (1) dwelling shall be built on any one lot.

3. No dwelling shall be erected or placed on any lot having a width of less than one hundred forty-five (145) feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than forty-three thousand five hundred sixty (43,560) square feet.

4. The front line of any building erected upon any lot shall not be closer than forty (40) feet to the front lot line, and the side walls of any building shall not be closer than thirty (30) feet to the side lot line. Notwithstanding the foregoing, accessory livestock buildings may be erected or placed within ten (10) feet of any side or rear lot line, except a side lot line on a public street. In the event an owner acquired a portion of any adjoining lot or lots, the foregoing measurements shall be made from such property lines, rather than from the owner's side lot lines indicated on said recorded map or plat.

5. No building, planting or other material shall be placed or permitted to remain within the dedicated alleys adjoining any lot or lots which may damage or interfere with the installation and maintenance of utilities thereon, or which may interfere with or change the flow of drainage thereon, or which may interfere with or impede the use thereof as a riding trail or for any other valid purpose.

6. No prefabricated building, house trailer, tent or other temporary structure or building of any nature shall be built, erected, placed or maintained in any lot; provided, however, that a temporary office, tool shed, saw shed, lumber shed and sales office may be maintained upon any lot or lots by any building contractor for the purpose of erecting and selling dwellings on any lot or lots, but such temporary structures shall be removed upon completion of construction or of selling of dwellings, whichever later occurs.

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7. No store, office, or other place of business of any kind, and no hospital, sanitarium, or other place for the care or treatment of physically or mentally ill, nor any theater, saloon or other place of entertainment shall be erected or permitted upon any lot, and no business of any kind or character whatsoever shall be conducted on or from the building located on any lot or from any lot.

8. Not more than two (2) horses may be kept upon any lot. No swine, no livestock other than herein specified, and no pigeons, chickens, ducks, turkeys, or other poultry shall ever be kept upon any lot.

9. No wall, fence, or hedge shall be erected or maintained along the front lot line or any side lot line on a street more than six (6) feet in height. No side or rear fence or hedge and no side or rear wall other than the wall of a building constructed on any of said lots, shall be more than six (6) feet in height. Fences and walls shall be constructed of ornamental lumber, concrete block, brick or wrought iron only.

10. All clothes lines, equipment, service yards, wood piles or storage piles shall be kept screened by adequate planting so as to conceal them from view of neighboring lots or streets. All rubbish, trash or garbage shall be removed from the lots and shall not be allowed to accumulate thereon, and shall not be burned. No garbage shall be kept on any lot except in a closed container.

11. No billboard or other unsightly object shall be erected, placed or permitted to remain on any lot, and no noxious or offensive trade or 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.

12. No structure shall be commenced or erected on any of said lots until the design and location of such structure and the kinds of materials to be used in such structure have been approved in writing by an Architectural Control Committee established by and representing Del E. Webb Development Co. Such Architectural Control Committee to consist of three (3) individuals appointed from time to time by said corporation. The present Architectural Control Committee shall consist of J.W. MEEKER, GEORGE FLAGLER, and J.S. AUBIN. In the event such approval is not received within thirty (30) days from receipt of the request for approval, then such approval shall not be required; provided the design, location and the kind of materials and the buildings to be built on said lots shall be governed by all of the restrictions herein set forth and said buildings shall be in harmony with existing buildings and structures in the immediate vicinity in said subdivision. The above right to approve design and architecture materials shall be transferred to the Sun City Home Owners Association when eighty percent (80%) of the homes in the above tract have been completed and sold.

13. The Sun City Home Owners Association, or its successor, may, but shall not be obligated to, enforce these restrictions upon receipt of a written request from the owner or owners of one or more of the units covered hereby. Such written request shall explain in detail the violation hereof alleged. In the event the Association elects to act upon a request received pursuant to this paragraph, the Association shall have the right to enforce these restrictions in its own name on behalf of the owner or owners who submitted the request to the Association.

The foregoing restrictions and covenants run with the land and shall be binding on all persons owning any of said lots or any part or parcel of said lots, unless the owners of a majority of said lots by vote or other form of written consent change the covenants in whole or in part, for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each. Deed of conveyance of said property, or any part thereof, may contain the above restrictive covenants by reference to this document, but whether or not such reference is made in such deeds or any thereof, each and all of such restrictive covenants shall be valid and binding

upon the respective grantees. Violations of any one or more of such covenants may be restrained by any court of competent jurisdiction and damages awarded against such violator; provided, however, that a violation of these restrictive covenants or any one or more of them, shall not affect the lien of any mortgage now of record, or which hereafter may be placed of record, upon said lots or any part thereof. The violator of any provision of these restrictions will pay all costs incurred in connection with any legal or court proceedings necessary to correct or prevent such violation.

Should any of these restrictive covenants be invalidated by law, regulation, or court decree, such invalidity of any such restrictive covenant shall in no way affect the validity of the remainder of the restrictive covenants.

IN WITNESS WHEREOF, the Arizona Title Insurance and Trust Company 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 signatures of its duly authorized officer, this 6th day of November, 197 5.

ATTEST:

ARIZONA TITLE INSURANCE AND TRUST COMPANY, as Trustee

By Barbara Clayton By Stanley Mathisen

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this 6th day of November, 197, before me, the undersigned officer, appeared Stanley Mathisen and Barbara Clayton, who acknowledged themselves to be the Vice President and Trust Officer respectively, of ARIZONA TITLE INSURANCE AND TRUST COMPANY, a corporation, and that they as such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation as Trustee, by themselves as such officers.

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

Patricia A Guthrie
Notary Public in and for said County and State

My Commission Expires:
10-31-77

STATE OF ARIZONA }
County of Maricopa } ss

I hereby certify that the within instrument was filed and recorded at request of
Ari C E. Nickel Acc. Co
FEB 24 1976 -11 15
in Docket 11556
on page 695-097
Witness my hand and official seal the day and year aforesaid.
Tom Treestone
County Recorder
By R. Sisco Jr.
Deputy Recorder
2 00