

After recordation, turn to  
Arizona Title Insurance and Trust Co.  
111 W. Monroe  
Phoenix, Arizona  
Att: Jim Land

DKT 9387 PAGE 509

DECLARATION OF RESTRICTIONS 101200

BUENA VISTA RANCHOS

02-R MISC.

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, being the owners, both legal and equitable, of the following-described premises, situated within the County of Maricopa, State of Arizona, to-wit:

Lots 1 through 151, inclusive, and Tracts A, B, C and D BUENA VISTA RANCHOS, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 146 of Map, Page 17 thereof;

hereby declares the following restrictions shall apply to the said lots in BUENA VISTA RANCHOS, and to the owners and occupants of said lots and to the use and enjoyment thereof and that all conveyances of said lots hereafter made shall be subject to the said restrictions.

1. Lots 1 through 151, inclusive, of said BUENA VISTA RANCHOS shall be single-family residential lots, and there may be erected on any one lot not more than one single-family residence (which may include guest quarters) plus such accessory and auxiliary garages, barns and tack-rooms as are incidental to the single-family residential use. No other buildings shall be erected on any of said lots, nor shall any of said lots or any part thereof be used for any business purposes whatsoever; Except Tract A, which shall be designated as commercial property.

2. No lot or tract except Tract "A" may hereafter be divided or subdivided, nor shall any conveyance be made or recognized for any portion of a lot except for necessary easements for public utilities and except that a conveyance of a full lot or lots may carry with it such undivided interests in Tracts B, C and D, as may be owned by the vendor of any such full lot or lots.

3. BUENA VISTA RANCHOS is and shall remain a multi-purpose Subdivision intended for the use and enjoyment of horsemen including the non-commercial breeding and raising of horses.

In addition to horses, a reasonable number of animals for family or organizational (such as 4-H or F.F.A.) use is permitted.

All animals, including dogs must be kept within a fenced area, encaged or otherwise controlled and not allowed to wander off or fly about.

EXCEPT, HOWEVER that owners of lots one (1) through sixty-four (64) inclusive shall not have any horse or large animal privileges except in that area identified under sub-paragraph "C" of Paragraph 15.

Owners of lots one (1) through <sup>Unofficial Document</sup> sixty-four (64) inclusive may, however, graze or keep animals temporarily through the daytime only, on the rear yard only of said lots.

AT NO TIME WILL SWINE BE ALLOWED!

4. All structures erected or maintained on any lot or tract in BUENA VISTA RANCHOS must be of new construction, and no buildings or structures may be moved from any other location, other than the point of distribution or manufacture, onto any of said lots or tracts.

5. All structures erected on Lot 1 through 151, inclusive, shall consist only of a single-family residence which (exclusive of guest quarters) must contain a minimum livable area of One Thousand Six Hundred (1600) square feet if one-story, and One Thousand Four Hundred (1400) square feet on the main floor if a multi-level. In addition to the single family residence, guest quarters may be erected to be occupied solely by non-paying guests or of actual servants of the occupants of the single-family residence on the lot on which erected. Any quarters for guests or servants must be incorporated under the same roof of said residence.

DKT 9387 PAGE 511

6. No guest-house, garage, barn, stable or similar structure shall be erected on any lot until construction of the primary single-family residence (complying with these restrictions) shall have been commenced on said lot, and no guest house, garage or barn shall be maintained or occupied until construction on said single-family residence is finalized and ready for occupancy according to approval of Design and Review Committee.

7. No garage, barn, stable, tack room, trailer, guest house, mobile home, motor vehicle, or any temporary structure of any nature may be used temporarily or permanently as a residence on any lot or tract. All structures located on all Lots must be at least forty (40) feet from the front and twenty ( 20 ) feet from side lot lines, and all barns, stables or similar structures must be built so that their walls are at least forty (40) feet from the single-family residence on said lot and at least forty (40) feet from the rear and side property lines.

Unofficial Document

8. A fence designed or used for the containment of horses or other livestock may be built and maintained up to and conterminous with the front property line of any lot, providing that the location, design and type of materials for such fence have been approved as provided in Paragraph 9 hereof.

9. No structure or fence shall be commenced or erected on any of said lots until the design and location of such structure or fence and the kind of materials to be used therein have been approved. All fences, corrals etc. used for the shelter or containment of animals shall be of steel material with posts placed in concrete; minimum size posts 2" O.D. No wooden posts or fencing of any kind, no barbed or strand wire to be used. Block walls are permissible subject to approval

DKT 9387 PAGE 512

of the committee established by the developers of BUENA VISTA RANCHOS for that certain purpose of approving of plans, design of home plans and design and plans and materials of all structures and fences proposed to be erected on any of said lots.

Two copies of complete plans and specifications are to be submitted, one plan is to be retained by the Design and Review Committee.

In the event a written request for such approval is not acted upon within 15 days from the receipt of said Committee, then such approval will not be required, except that the design, location and the kind of materials and the buildings and fences to be built on any of said lots or tracts shall be governed by all of the restrictions herein set forth and said buildings and fences must be in harmony with existing structures and fences in the subdivision.

The Design and Review <sup>Unofficial Document</sup> Committee shall be five member committee consisting of P. L. Agnew, Daryl Agnew, Lyle Carnal and two other members to be selected by these committee members.

In the future any three committee members may appoint the other two committee members in the event of a vacancy for any cause in the five member committee. It shall require three signatures for approval.

Design and Review Committee shall remain in effect as a committee until such time that eighty-five (85) percent of the lots are sold; thereafter the Homeowners Association, known as BUENA VISTA RANCHOS HOMEOWNERS ASSOCIATION, shall incorporate the Design and Review Committee into its Association and shall be required to keep the committee active in so long as there are unimproved lots in BUENA VISTA RANCHOS subdivision. BUENA VISTA RANCHOS HOMEOWNERS ASSOCIATION will be organized at such time that sixty (60) percent of the lots are sold.



10. No hotel, store, multi-family dwelling, boarding house, guest ranch, or any 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 facility for the care or treatment (for compensation of sick or disabled animals shall ever be erected or permitted upon the premises, or any part thereof, and no business of any kind or character whatsoever shall be conducted in or from any residence or building on any of said lots or tracts.

11. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any of said lots or tracts, nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the holder of any other lot in the subdivision; PROVIDED, HOWEVER, that a single "For Sale" or "For Rent" sign, not larger than twenty-four (24) inches by twenty-four (24) inches may be placed on any lot, and such signs shall not be deemed in violation of these restrictions.

Unofficial Document

12. All garbage shall be kept in closed containers, and garbage containers, trash and trash receptacles must be concealed from view of the surrounding lots, tracts and streets.

13. All lots and tracts in the subdivision are subject to an easement for public utilities, irrigation and bridle path purposes, and no excavation, planting, fence, building, structure, or other item may be placed or permitted to remain at any point on said bridle path easement which would restrict the free use and enjoyment of said bridle path by the owners of any other lot, lots, or tract in the subdivision.

14. No trail bikes, motorcycle or motor driven vehicles of any kind shall make use of the bridle paths or horse arena areas except for the limited necessary use of horse trailers and vehicles for supply, material delivery, or maintenance.

Dkt 9387 : 514

15. Any action necessary or appropriate to the proper maintenance, upkeep, repair or improvement of Tracts B, C, and D, the bridle path and irrigation easements including normal maintenance of this irrigation system shall be taken through BUENA VISTA RANCHOS HOMEOWNERS ASSOCIATION, a corporation to be organized under the laws of the State of Arizona, as hereinafter set forth. The benefits, obligations, rights and duties of BUENA VISTA RANCHOS HOMEOWNERS ASSOCIATION and of the owners of the lots and tracts within the subdivision shall be as follows, to-wit:

A. BUENA VISTA RANCHOS HOMEOWNERS ASSOCIATION may hold title to Tracts B and D and such other areas as may be acquired by it and set aside and maintained for the use, enjoyment or convenience of the owners of lots in the subdivision. Unofficial Document PROVIDED, HOWEVER, the obligation of the owners of lots for their pro-rata share of expenses as hereinafter provided shall not be affected by whether or not said Association does or does not hold title to any such tracts or other areas.

B. One membership certificate in BUENA VISTA RANCHOS HOMEOWNERS ASSOCIATION shall be issued to the owner of record of each lot. The term "owner of record" shall include a purchaser having the right to possession under a recorded Agreement of Sale. In the event any such lot is owned by two or more persons, a single certificate shall be issued in the names of all, and they shall designate to the Association in writing one of their number who shall have the power to vote said certificate. No certificates shall be issued to any other persons or person.

C. Owners of Lots 1 through 64 shall, in addition to their interest in Tracts B and D, own an undivided one sixty-fourth (1/64th) interest in Tract C.

D. Maintenance and care of Tract C shall be incorporated into the BUENA VISTA RANCHOS HOMEOWNERS ASSOCIATION. Such charges and fees for upkeep, maintenance, cleaning and general care as is required shall be assessed on a pro-rata share to each owner of Lots one (1) through sixty-four (64) only and such charges shall be collected as provided for and in addition to the other common areas as stated under Paragraph E. and G. Lots 1 through 64 shall not have horse or any large animal provisions or privileges except that the area provided in Tract C shall carry these privileges. Lot 1 through 64 may however graze or keep animals temporarily through the day time only, on said Lots. The area provided in Tract C is not designed to contain more than two (2) mature animals per Lot (1-64) and is restricted accordingly.

Unofficial Document

E. BUENA VISTA RANCHOS HOMEOWNERS ASSOCIATION shall maintain, repair and improve as necessary and appropriate Tracts B and D and the bridle path easement and irrigation stand pipes and distribution gates and shall pay all taxes which may be assessed against and levied upon said lands that may be owned by it, and shall take such additional action and incur such additional expenses as may be necessary and appropriate to maintain all of said areas in good and repair and in safe condition for the use and enjoyment of the owners of all of the subdivision.

DKT 9387 PAGE 516

F. Owners of Lots 1 through 151 shall have a one hundred fifty-first (1/151) interest in all common areas, park area, riding arenas, all equipment and facilities thereon with the exception of Tract C. ( Paragraph 15 c)

G. The owners of records of each lot in said subdivision shall pay to BUENA VISTA RANCHOS HOMEOWNERS ASSOCIATION, within thirty (30) days of receipt of invoice of a sum equal to the aggregate of the following:

- (1) His pro-rata share of the actual cost to BUENA VISTA RANCHOS HOMEOWNERS ASSOCIATION of all upkeep, repair, maintenance, and improvement costs, and the payment of any taxes required of said Association.
- (2) His pro-rata share of such sum as the Board of Directors of BUENA VISTA RANCHOS HOMEOWNERS ASSOCIATION shall determine to be fair and prudent for the establishment of necessary Unofficial Document expenses, maintenance and the payment of taxes, all as herein required.
- (3) PROVIDED, HOWEVER, that said aggregate sum shall not exceed Three Hundred Dollars (\$300.00) per lot per year, except with the consent of the majority of owners of the lots in the subdivision, which said consent shall be submitted to the Association during the calendar year in which such excess is to be collected.
- (4) Owners of record of Lot 1 through 64 may be charged an additional amount as required for the maintenance and upkeep of Tract C and all improvements thereon as previously outlined in sub-paragraph D of paragraph 15.

H. The Association may assess against the owner of any lot, the actual costs to the Association of repairing any areas under the control of the Association or items such as irrigation lines serving more than one lot when such repair is the result of the gross negligence or wilful act of the owner or occupant of any such lot or his or her guest or invitee.

DKT 9387 PAGE 517

I. The owners of all lots shall keep the same reasonably clean and clear of weeds and trash, so as not to cause an unsightly or dangerous condition, and if such owner should fail after thirty (30) days' written notice from the Association to do so, the Association shall have the right to enter upon such lot and may cause the same to be cleaned twice yearly, if necessary, and charge the actual cost thereof to the extent of not more than Two Hundred Dollars (\$200.00) annually to the owner of such lot.

J. All assessments or charges hereinabove authorized to be made or levied by BUENA VISTA RANCHOS HOMEOWNERS ASSOCIATION shall be due and payable within thirty (30) days from receipt of an invoice from the Association, and if not paid, recordation of a notice of such charge in the Office of the County Recorder of Maricopa County, Arizona, shall constitute a lien against said lot, which lien shall continue until released of record, and shall result in suspension of any voting rights in the Association.

K. The membership certificate in BUENA VISTA RANCHOS HOMEOWNERS ASSOCIATION held by any owner of a lot in said subdivision shall not be transferred, pledged or alienated in any way except upon the sale of such lot, and then only to the purchaser of such lot (including a purchaser at a foreclosure sale). Any attempt to make a prohibited transfer is void and will not be reflected upon the books of the Association. In the event that the owner of any lot should fail or refuse to transfer the certificate registered in his name of the seller and all rights incident thereto shall be null and void as though the same had been surrendered.

16. At no time shall any owner of any lot or lots, or parts thereof, make any claim against Maricopa County for damages suffered by reason of drainage water from the streets within BUENA

VISTA RANCHOS HOMEOWNERS ASSOCIATION; nor shall any owner divert or cause diversion of the surface water from the street adjacent to his property onto any other property. All surface waters shall be left free to their natural flow unless lawfully diverted to a drainage ditch.

17. DIRECTORS: The Board of Directors of BUENA VISTA RANCHOS HOMEOWNERS ASSOCIATION shall consist of not less than five (5) members and not more than nine (9) members. Owners of Lots 1 through 64, BUENA VISTA RANCHOS, shall have a representation on the Board of Directors consisting of not less than a minority of one (1).

18. The covenants, restrictions, reservations and conditions contained herein shall run with the land and shall be binding upon all persons purchasing, leasing, sub-leasing or occupying any lot or lots in BUENA VISTA RANCHOS HOMEOWNERS ASSOCIATION after the effective date hereof, and shall remain in full force and effect until January 1, 2000, at which time said covenants, restrictions, reservations and conditions shall be automatically extended for successive periods of twenty (20) years each unless, a majority of the owners of the lots in the subdivision at a time within sixty (60) days prior to such date or dates for automatic renewal by agreement, recorded with the County Recorder of Maricopa County, Arizona, prior to such renewal date agree to change the covenants, restrictions, reservations and conditions, in whole or in part.

19. The owner of any lot in this subdivision or BUENA VISTA RANCHOS HOMEOWNERS ASSOCIATION may enforce the covenants, restrictions, reservations and conditions contained herein in an action for damages or to enjoin any violation or threatened violation thereof;

DKT 9387 PAGE 519

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 except as hereinafter provided, each and all of said covenants, restrictions, reservations and conditions shall be binding upon and effective against any owner of any of said lots whose title thereto is acquired by foreclosure, Trustee's sale or otherwise, and provided, also, 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 provisions herein as fully as though the terms and conditions of this instrument were therein set forth in full;

Unofficial Document

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. In the event suit is filed for enforcement of restrictions, then and in this event, the party that loses said suit shall be responsible for any and all court and attorney fees of Plaintiff and Defendant.

20. Notwithstanding any provision of this Declaration of Restrictions to the contrary, the provisions herein creating a lien on any lot for non-payment of charges or assessments made or levied by BUENA VISTA RANCHOS HOMEOWNERS ASSOCIATION shall be inferior to the lien of any mortgagee or other lien holder whose lien was recorded prior to the recordation of the notice of said lien in favor of BUENA VISTA RANCHOS HOMEOWNERS ASSOCIATION and inferior to the title acquired through foreclosure of such mortgage or lien at Sheriff's Sale or otherwise.





