

**SECOND AMENDMENT OF  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
OF SUN VALLEY FARMS UNIT V**

August 1, 1997

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## **TABLE OF DEFINITIONS**

The following words, phrases or terms used in this Declaration shall have the following meanings:

1. “Association” shall mean and refer to the SUN VALLEY FARMS UNIT V PROPERTY OWNERS ASSOCIATION, INC., an Arizona non-profit corporation organized to administer and enforce the Covenants and to exercise the rights, powers and duties set forth in this Declaration.
2. “Board” shall be synonymous with “Board of Directors” and shall mean the Board of Directors of the Association.
3. “Common Area” shall mean all real property owned by the Association for the common use and enjoyment of all or a part of the Owners, and any other real property which the Association has the obligation to maintain (including, without limitation, landscape tracts, subdivision signage, etc.), or which the Association may otherwise agree to maintain for the common use and enjoyment of all or a part of the Owners. The Common Areas shall include the irrigation delivery system, well sites (Parcels A, B, C, D & E), sump sites (Parcel F & G), and the domestic water system (including all pumps, pipes and other equipment).
4. “Declarant” shall mean and refer to the SUN VALLEY FARMS UNIT V PROPERTY OWNERS ASSOCIATION, INC., an Arizona non-profit corporation organized to administer and enforce the Covenants and to exercise the rights, powers and duties set forth in this Declaration.
5. “Declaration” shall mean the covenants, conditions and restrictions herein set forth in this entire document, as it may from time to time be amended or supplemented.
6. “Owner(s)” shall mean and refer to the record owner, whether one or more persons or entities, of equitable or beneficial title (or legal title if same has merged) of any Parcel. Owner shall include the purchaser of a Parcel under an executory contract for the sale of real property. The foregoing does not include persons or entities who hold an interest in any Parcel merely as a security for the performance of an obligation nor shall the term “Owner” include a Developer, or Contractor other than Declarant.
7. “Parcel” shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area.

SUN VALLEY FARMS UNITS V  
DECLARATION OF CONDITIONS  
COVENANTS AND RESTRICTIONS

**1. DECLARATION**

**1.0** This Declaration of Conditions, Covenants and Restrictions is made this \_\_\_\_\_ day of \_\_\_\_\_, 1995, by Sun Valley Farms Unit V Property Owners' Association, Inc. Sun Valley Farms Unit V encompasses Parcels 1 through 14, and Parcels A through G, Section 32, Township 3 South, Range 9 East, Gila and Salt River Base and Meridian, as recorded in Book One of Survey Maps, Page 79, Pinal County, Arizona, Recorder's Office, a copy of which is attached hereto as Exhibit "A" and incorporated herein. The Declarant is the Property Owners' Association which lawfully represents all fee Owners of the before described real property as has been previously recorded in Sun Valley Farms Unit V Declaration of Conditions, Covenants and Restrictions as recorded at the Pinal County Recorder Office on April 21, 1980 in docket and page 1008-40.

**2. ESTABLISHMENT**

**2.0** The Owners of the Parcels, or portions thereof, including purchasers under contract, shall own an undivided interest in the Common Areas of Sun Valley Farms Unit V. Such undivided interest shall be subject to the obligations, liabilities, conditions, covenants and restrictions set forth in this Declaration.

**2.1** No undivided interest in the Common Areas shall be severed from the Parcel to which it is irrevocably coupled. Any conveyance, encumbrance, lien, alienation or devise of a Parcel shall also convey, encumber, alienate, devise or be alienate upon the undivided interest in the Common Area whether it expressly provides so or not.

**2.2** Owner's rights with regard to maintenance of the Common Areas are exercisable only through Sun Valley Farms Unit V Property Owners' Association, Inc. and in this respect are assigned to the Association and thereby an individual Owner is not able, on his own, to perform any of the functions delegated to the Association.

**2.3** Common Area shall mean all real property owned by the Association for the common use and enjoyment of all or a part of the Owners, and any other real property which the Association has the obligation to maintain (including, without limitation, landscape tracts, subdivision signage, etc.), or which the Association may otherwise agree to maintain for the common use and enjoyment of all or a part of the Owners.

**3. RECIPROCAL EASEMENTS**

**3.0** Each of the Parcels and the Association shall have a non-exclusive blanket easement for the purpose of ingress and egress to, from and over those parts of the Parcel reasonably required to carry out the provisions of this Declaration, but such easements shall not unreasonably interfere with the beneficial enjoyment of the Parcels by the Owners thereof. Easements for Parcels 1 through 14, and Parcels A through G, are identified in Exhibit "A" attached herein. Exhibit A is a document that was recorded as of 3-12-1980 and does not reflect the exact extent of easements made after said date.

**3.1** Any Owner who subdivides a Parcel shall provide an extension of all easements identified in Exhibit "A", and shall extend roads, water, utility, and irrigation delivery systems as required by the Association to each of the newly subdivided Parcels. The subdividing Owner shall be solely responsible for the expense of this extension but all improvements must be performed by bonded contractors at the selection of the Association.

#### **4. RIGHTS TO THE COMMON AREAS**

**4.0** Each of the Parcels shall be entitled to a share of the Common Area in proportion to the acreage that a Parcel bears to the whole, and subject to all By-Laws and Rules and Regulations promulgated by the Association under this Declaration, and to any applicable laws and governmental rules and regulations. Such rights shall always be subject and conditioned upon payment of any assessments made by the Association in accordance with the purposes set forth herein.

#### **5. DOMESTIC WATER SYSTEM**

**5.0** The Association has created a domestic water delivery system which exists for the benefit of each Parcel Owner within the Association. The Association shall manage all aspects of the domestic water delivery system to include decisions concerning improvements and expenditures in all respects.

**5.1** The right of an Owner to the use of domestic water upon his/her Parcel shall be subject and conditioned upon payment of Association charges. Each Parcel, and its respective Owner, shall be liable for payment of domestic water charges established by the Association from time to time.

**5.2** The operation of the domestic water system by the Association does not preclude the Association, if determined to be financially feasible, from selling the domestic water delivery system at some future date so long as the domestic water system continues to be operated with a reliable source of domestic water to Parcels within the Association.

#### **6. LIABILITY FOR EXPENSE OF OPERATION OF THE COMMON AREA (PERFORMANCE OF OBLIGATIONS)**

**6.0** The Association shall maintain the Common Area in good condition and repair at all times and strictly perform all obligations arising under this Declaration, the By-Laws or Rules and Regulations promulgated by the Association. Each Parcel, and the respective Owner of each personally, shall be liable for payment of an equal share of the cost thereof in proportion to the acreage owned in a non-refundable assessment to be established by the Association from time to time to create a reserve to defray these obligations. This assessment does not include actual domestic water use and delivery charges which shall be established by the Association to cover such day to day costs as utilities, water delivery and labor. Only those using domestic water shall be subject to this charge based upon water usage.

**6.1** The Association shall have the right to enter into any loan agreement, grant or other financial obligation as may be necessary to perform its obligations arising under this Declaration. These above obligations include, without limitation, routine maintenance, necessary repairs, replacements, additions to or relocation of wells, motors, pipelines, ditches, equipment, apparatus and parts, capital or otherwise, and whether resulting from damage, destruction, loss, age, obsolescence or otherwise; payment of all taxes, utilities, lines or charges of any property damage or public liability insurance premiums incurred; and payment of performance of all other charges and obligations established by the Association from time to time. To the extent that the roadways may be maintained by a governmental body at its expense, the Owners of the Parcels shall not be liable for the cost of such maintenance.

**6.2** If a Parcel Owner fails to pay his share of any assessment or charges, or perform his obligations, the Association may advance his share, or perform his obligations, without being under any obligation to do so, such advance of substituted performance becoming a binding, personal liability of the defaulting Parcel Owner bearing interest at the highest legal rate from date of advance or substituted performance until payment and place a lien against all of the Parcels of the defaulting Parcel Owner, which may be foreclosed as a realty mortgage or a mechanic's lien or in any other lawful manner at the option of the Association. The defaulting Parcel Owner shall be liable for all attorney's fees, court costs and other expenses incurred as a result of the defaulting Parcel Owner's default thereunder. Also, a Parcel Owner in default by more than fifteen (15) days hereunder loses the right to the use of all Common Areas. Such rights shall not be restored until payment of such delinquent assessment, together with interest and other charges incurred. The Association may in an individual case, for good cause shown, enlarge the time period to cure a delinquency. The Association shall have all powers to collect said assessments and charges and any interest and shall have all rights available at law or at equity to do so in addition to those recited above.

## **7. AUTOMATIC MEMBERSHIP**

**7.0** An Owner, automatically by virtue of this purchase, becomes a member, along with all other Owners of Parcels in Sun Valley Farms Unit V, of the Sun Valley Farms Unit V Property Owners' Association, Inc. It is incumbent upon the seller to convey to the purchaser a copy of this First Amended Declaration of Conditions, Covenants and Restrictions. Every conveyance of a Parcel may expressly recite that it is subject to the provisions of this Declaration and contain the grantee's/vendee's express written acceptance of the provisions of this Declaration, but this Declaration shall be binding upon each of the Parcels, and the Owners thereof automatically, whether or not there is such an express recitation. Membership in Sun Valley Farms Unit V Property Owners' Association, Inc., shall entitle the Owner to vote on matters brought to the general membership, subject to the provisions of this Declaration. Each Owner shall have a vote equal to the acreage owned in relation to the whole. Thus, for example, the Owner of a Parcel containing 7.24 acres would have a vote of 7.24 in relation to the whole.

## **8. USE OF THE PARCELS, ARCHITECTURAL CONTROL**

**8.0** It is the intent of these Declarations to allow each property Owner to enjoy the use of their land consistent with our rural life style so long as that use of the real property does not detract or adversely effect the residential/rural use of property by other property Owners.

**8.1** The following uses of the Parcels, or any part thereof, are hereby prohibited:

- A.** Industrial, Junk or Salvage Yard, Dog kennels, Chicken or Turkey farms.
- B.** Feeding and/or maintaining of more than 3.5 hoofed animals per acre. Exceptions may be granted in writing at the discretion of the Board.
- C.** No animals of any type are to be maintained in numbers or circumstances which create odors, sites which allow for fly incubation, or create a potential for unhealthy conditions for humans or animals. The care of all animals shall be performed by the 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 Owners and shall comply with all requirements of the Pinal County Health Department.
- D.** No more than three swine shall be allowed on any Parcel at any time. These animals shall be maintained by the 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 Owners and shall comply with all requirements of the Pinal County Health Department.
- E.** Any other use which will be offensive to the neighborhood by reason of odor; fumes, dust, smoke, noise, glare, heat, sound, visual unsightliness, vibration, electromechanical disturbances, electromagnetic disturbances, radiation, air or water pollution or will be hazardous by reason of danger of fire, explosion or other causes.

**8.2** Owner agrees at all times to properly maintain his Parcel in a neat and orderly fashion, clear of refuse, weeds and other unsightly materials and growth.

**8.3** No building or structure of any type shall be erected, placed or altered on any Parcel until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and natural surrounding area. The Architectural Control Committee shall be composed of three members appointed by the Board of Directors. The Committee's approval or disapproval as required in these covenants, shall be in writing. In the event the Committee, or its designated representatives, fails to approve or disapprove the plans within thirty (30) days after all plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

**8.4** Manufactured homes are allowed on Sun Valley Farms Unit Five. All manufactured homes must meet standards set by Housing and Urban Development and have the State inspection number attached. Manufactured homes must be multi-sectional, have hardboard siding, have composition or fiberglass shingles and have at least six (6) inch eaves on all sides.

**8.5** No mobile home will be allowed. Existing mobile homes will be grandfathered in.

**8.6** Newly constructed homes must be built with a Pinal County building permit and must meet all Pinal County Planning and Zoning standards and regulations.

**8.7** All exterior lighting erected on any Parcel or part thereof shall be hooded so as not to create a light nuisance to any other Parcel. Exterior lighting, such as porch lights, attached to a structure is excluded from the shading requirement so long as each light is less than 1,000 lumens.

**8.8** No Parcel shall be subdivided within Sun Valley Farms Unit V so as to result in a parcel size of less than two and one half (2 ½) acres. Parcels less than two and one half (2 ½) acres recorded prior to, or within 90 days after the recording of this amendment will be grandfathered.

**8.9** The Architectural Control Committee is charged with the responsibility of seeking compliance of an Owner as regards this Section (8). If an Owner fails to voluntarily comply with the provisions of this Section, the Board of Directors may then seek compliance as per Section (9) as described herein.

## **9. ENFORCEMENT OF RESTRICTIONS**

**9.0** These Restrictions shall run with the land, and shall be binding on and enforceable against all parties having any right, title or interest in or to the Parcels, or any part thereof, and the respective successors, assigns, heirs and personal representatives of each. Every party, on acquisition of any right, title or interest in or to any of the Parcels, or any part thereof, shall be deemed to have personally consented to the terms of this Declaration as though such party had personally consented in writing to be bound by the terms of this Declaration.

**9.1** Each Owner of the Parcels, or any part thereof, and the respective successors, assigns, heirs and personal representatives of each, shall be direct beneficiaries of this Declaration. The Property Owner's Association has the right to enforce this Declaration through action for specific performance, injunction or any other right or remedy available at law, in equity or otherwise. A violation of the Declaration shall be deemed to be a nuisance and shall confer to the Association all rights and remedies available for abatement of a nuisance. The Association, in seeking to enforce this Declaration against a party in violation shall be entitled to recover from the party in violation reasonable attorney's fees and any court costs incurred in the enforcement hereof. All remedies shall be cumulative and not exclusive.

## **10. VALIDITY**

**10.0** The invalidity of any provision of this Declaration, or any portion hereof, shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration and, in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provisions had never been included herein.

## **11. SUCCESSORS AND ASSIGNS**

**11.0** This Declaration, the terms and provisions hereof, and amendments thereto, shall run with the land, and shall be binding upon, enforceable against, and inure to the benefit of all parties having or acquiring any right, title or interest in the Parcels including, all Owners of the Parcels, all lessees, and the respective successors, assigns, heirs and personal representatives of all such parties. Nothing herein

shall be construed as prohibiting an Owner from transferring any portion of his Parcel in accordance with law provided that any such successor in interest shall likewise be bound by the provisions hereof in relation to acreage owned.

## 12. AMENDMENT

**12.0** This Declaration or any provision contained herein may be terminated, extended, modified or amended with the written consent of (a) the Owners of record of at least sixty-six and two thirds percent (66 & 2/3) of the acreage. No such termination, extension, modification or amendment shall be effective until a proper instrument in writing, reflecting the required written consents, has been executed, acknowledged and recorded in the Office of the Pinal County Recorder.

## 13. CONFLICTS

**13.0** In the event of any conflict between the provisions of the Declaration, the By-Laws and the Rules and Regulations proffollows: (1) Declaration; (2) By-Laws; and (3) Rules and Regulations.

**SUN VALLEY FARMS UNIT V PROPERTY OWNERS ASSOCIATION**

By \_\_\_\_\_  
President of the Board of Directors

\_\_\_\_\_  
Date

[illegible]

Before me, the undersigned Notary Public, this day appeared \_\_\_\_\_, who acknowledged himself to be an Officer of Sun Valley Farms Unit V Property Owners Association, an Arizona corporation, and being fully authorized so to do, signed in the name of that corporation to the within document for the purposes therein contained.

Notary Public

My Commission Expires:

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