

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
ADRIAN FONTES
20170323770 05/04/2017 12:20
KIOSK RECORDING

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DECLARATION OF RESTRICTIONS

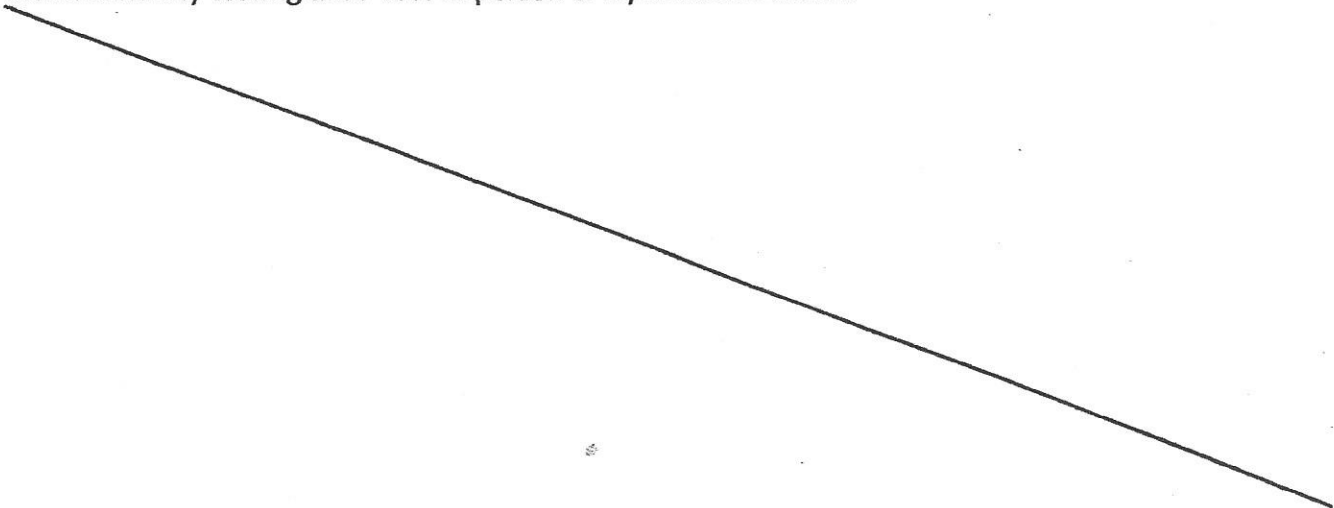
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DECLARATION OF RESTRICTIONS
SUN AIR ESTATES UNIT 1, INC. CONDOMINIUM
AS RECORDED IN DOCKET 9515 PAGE 781 IN THE OFFICE OF THE
MARICOPA COUNTY ARIZONA RECORDER
IS HERBY AMENDED AS FOLLOWS:

The foregoing restrictions and covenants run with the land and shall be binding on all persons owning real property therein 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. 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 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 lots or any part thereof.

These restrictive covenants may be amended in whole or in part by a majority vote of sixty (60) per cent of the eligible voting members of the then owners of the lots within the community casting their vote in person or by absentee ballot.



CERTIFICATE OF ADMENMENT

As President of Sun Air Estates Unit 1, Inc. I hereby certify that this amendment to the Declaration of Restrictions has been approved in the manner required by the Declaration and this amendment supersedes those recorded at Docket 9515 page 781.

BY 
Ronald C. Ford, President Sun Air Estates Unit 1, Inc.

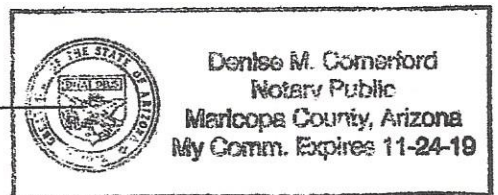
STATE OF ARIZONA)

COUNTY OF MARICOPA)

On this 22 day of November, 2016 before me the undersigned notary public, in and for said county and state, personally appeared Ronald C Ford, the President of SUN AIR ESTATES UNIT 1, INC, an Arizona non- profit corporation, personally known (or proved) to me to be the person whose name is subscribed to the above instrument and who acknowledged that he executed the above instrument for and on behalf of the corporation, in his capacity as an authorized officer thereof.


Notary Public

My commission expires 11-24-2019



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
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DECLARATION OF RESTRICTIONS

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DECLARATION OF RESTRICTIONS

AMENDMENTS AND ADDITIONS AS APPROVED BY THE MEMBERSHIP ON APRIL 26, 2017

ON

SUN-AIR ESTATES, UNIT 1 CONDOMINIUMS

KNOW ALL THESE PRESENT:

These amendments and additions replace those "Declaration and Restrictions" recorded at the office of the Maricopa County, Arizona Recorder, in Docket 9515, page 781 - 783 and Kiosk number 20160864123

That SUN AIR ESTATES UNIT 1, INC. an Arizona corporation, being the owner of all the following described premises situated in Maricopa County, Arizona, to wit:

Lots 1-84, inclusive, Sun Air Estates Unit 1
According to plat of record in Book 151 of
Maps, page 9, records of Maricopa County, Arizona

Does hereby declare said property subject to the following expressed conditions and stipulations as to the use and enjoyment thereof, as follows:

1. No building except residential dwellings (either single-family or multi-family and appurtenances, for use in connection with such dwelling shall be erected or permitted on said lots or portions thereof.
2. No house trailer, camper, motor home or any other temporary shelter of any nature detached from the dwelling shall be placed or maintained on said lots.
No house trailer, camper, motor home or any other temporary shelter of any nature, and no boats, or any other style of water vehicle or storage trailer shall be permitted to remain on any lot or remain adjacent thereto for period in excess of forty-eight (48) hours.
3. All residential units shall be used, improved, and devoted exclusively to residential use as a single family unit. No store, office, hospital, sanatorium, rehab facility, entertainment venue, or business facility of any kind shall be erected or permitted on any lot.

4. Only domesticated cats and dogs are allowed on the property. Other species may be allowed if contained in the apartment unit and properly and securely caged or in a secured aquarium.

Any animal designated by the American Disability Act (ADA) will be allowed provided such designation is filed with the Board Secretary and said animal is suitable to be domiciled in an apartment unit.

Any animal designated as an "assistance animal" will be allowed provided said animal meets all the requirements as set forth in the Fair Housing Act and said animal is suitable to be domiciled in an apartment unit.

5. No wall, fence, hedge, open porch, carport, or balcony, whether temporary or permanent, shall be erected or maintained nearer to the front property line than the front wall of the apartment unit. No side, rear wall or fence shall be constructed on said lot.

No hedge located on any portion of any lot shall be permitted to be more than five (5) feet in height unless such hedge is located under a window then the height of the hedge will be restricted to no more than to the bottom edge of said window.

If the hedge is for the purpose of providing shade to the rear patio area of the apartment unit the permitted hedge shall not be higher than the bottom edge of the patio roof for which it is providing shade and shall not be located in such a manner that the hedge will interfere with the ordinary maintenance of the apartment building.

6. No prefabricated building or structure of any nature whatsoever permanent or temporary shall be moved or placed upon or assembled or otherwise maintained on said lot. However, the Association may build a storage unit for equipment deemed necessary to maintain the landscape and/or other items or equipment required to be stored by the Association in the designated park area located on 96th Ave. subject to Article 5.6 of the Corporation by-laws.

7. The responsibility for maintenance of electricity, plumbing, and other utilities contained within the apartment unit shall remain with owner of the apartment unit in the same manner as is normal and customary with the owner of a single family residence. The unit owner is responsible to maintain their designated restricted use area in a clean and orderly manner.

The Association has the responsibility to maintain in good condition and repair the common area and the exterior maintenance of the original constructed apartment unit located on each lot.

The unit owner is responsible to maintain and keep in good repair any add on, including the patio, to the original constructed apartment unit.

Any apartment owner that has solar units installed on their roof will be responsible for any additional cost incurred when roofing is repaired or replaced by the Association. The apartment owner will be responsible for any damage done to the roof of the apartment unit when additional equipment is being installed for the benefit of the apartment owner.

8. Each dwelling unit, if occupied, must be occupied by at least one (1) person no less than fifty-five (55) years of age, and no person under the age of eighteen (18) years of age shall reside in any dwelling unit for a period of time exceeding ninety (90) days in a twelve month period. Temporary use of underage occupancy by an underage spouse due to the death or long term medical relocation of the spouse meeting the age requirement shall be exempt from this provision.

This exemption shall continue only so long as the remaining spouse maintains a sole occupant status. Upon change from a sole occupant status, the age requirements for this apartment unit occupancy shall be met. Otherwise, a temporary use permit for under age occupancy shall be required for occupancy for any underage person beyond the ninety (90) days permitted.

When a single qualifying occupant dies or is moved to an assisted living or medical facility for their own wellbeing, the estate may apply for a variance from this provision to allow an underage occupant to reside in and maintain the property while the property is in probate. Underage occupant cannot be under the age of thirty five (35) years of age and no other occupant under the age of twenty one (21) will be allowed to reside in the property. An application to the Board must set forth the names and ages of potential occupants and reason for the request. In no instance this exception shall exceed one hundred eighty (180) days.

Purchasers who intend to occupy the unit but fail to meet the 55+ requirement may ask for Board of Directors approval to purchase and occupy the unit if they will qualify within ninety days (90) following the close of the purchase escrow.

9. No trade or business may be conducted on any lot, in or from any residential unit, except that the Owner or other resident of an apartment unit may conduct business activities within an apartment unit so long as:
 - a. The existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the residential unit
 - b. The business activity does not involve persons coming into the unit or door to door solicitation of Owners or other residents of the community.
 - c. The business activity is consistent with the residential character of the community and does not constitute a nuisance or hazardous or offensive use that would threaten the security of other community residents.
 - d. The business conducted from the apartment unit does not involve any employees except residents living in the unit.
 - e. Such activity is intended to or does generate a profit
 - f. No signage or visible advertising will be allowed.

10. Any change in landscaping must first be approved by the Board of Directors, in writing. Conversion from lawns to gravel will only be approved if conversion follows the seven (7) principals for Xeriscape conversion rebate program set forth in the City of Peoria rebate guidelines available on the City of Peoria's web site. All cost of the conversion to Xeriscape or any landscape change requested by the apartment unit owner will be the responsibility of the apartment unit owner when approved. Planting or removal of trees must be approved by the Board of Directors, in writing. No palm trees or deciduous trees (those that drop all their leaves annually) will be allowed.

11. A fee of twenty five (25) dollars will be charged for each new tenancy but will not be charged for a renewal of an existing lease. Fee must be paid within fifteen (15) days after the postmarked request or an additional fifteen (15) dollar fee will be assessed. A.R.S 1260.01 subsection D

12. The Associations insurance deductible will be charged only to the apartment units affected by the loss unless the loss occurs only in the common area, then the deductible will be charged to the Association

The foregoing restrictions and covenants run with the land and shall be binding on all persons owning real property therein 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. 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 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 lots or any part thereof.

These restrictive covenants may be amended in whole or in part by a majority vote of sixty (60) per cent of the eligible voting members of the then owners of the lots within the community casting their vote in person or by absentee ballot.

END OF DOCUMENT

CERTIFICATE OF ADMENMENT

As President of Sun Air Estates Unit 1, Inc. I hereby certify that this amendment to the Declaration of Restrictions has been approved in the manner required by the Declaration and this amendment supersedes those recorded at Docket 9515 page 781-783 and Kiosk number 20160864123.

BY 
Ronald C. Ford, President Sun Air Estates Unit 1, Inc.

STATE OF ARIZONA)

)

COUNTY OF MARICOPA)

On this 4th day of May, 2017 before me the undersigned notary public, in and for said county and state, personally appeared Ronald C Ford, the President of SUN AIR ESTATES UNIT 1, INC, an Arizona non- profit corporation, personally known (or proved) to me to be the person whose name is subscribed to the above instrument and who acknowledged that he executed the above instrument for and on behalf of the corporation, in his capacity as an authorized officer thereof.


Notary Public

My commission expires 11.27.2020

