

EXHIBIT 5

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MGD RSTR

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RI 1095200782

Doc. # 10952
in Doc. # 10952
on page 74-74
Witness my hand and official
seal this day and year aforesaid.
Jim Sullivan

County Recorder
By *R. Sullivan*
Deputy Recorder 5-50

AMENDED

DECLARATION

OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS AMENDED DECLARATION is made on the date hereinafter set forth by a majority of the owners of Lots in Sunburst Farms East Three.

WITNESSETH:

WHEREAS the declarants are the owners of certain property in the County of Maricopa, State of Arizona which is more particularly described as:

Lots Number 121, 124, 127, 128, 130, 136, 138, 141, 144, 145, 148, 149, 150, 151, 152, 153, 154, 155, 156, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 176, 178, 179, 180, 181, 182, 183, 186, 189, 190, 192, 193, 195, 197, 198, 199, and 200, of Sunburst Farms East Three,

according to the plat thereof recorded in the Office of the County Recorder of the County of Maricopa, Arizona, in Book 128 of Maps, Page 17 thereof, and,

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WHEREAS said property is subject to certain covenants, conditions, and restrictions as set forth in a previous declaration recorded on March 13, 1970, in Docket 8941, Page 158 in the records of Maricopa County, Arizona, and,

WHEREAS the undersigned declarants desire to amend said previous declaration of covenants, conditions and restrictions, and,

WHEREAS said declarants have voted upon said amendments according to the power to do so given them in said previous declaration, said vote having been taken at a meeting held in Maricopa County, Arizona on December 15, 1974,

NOW, THEREFORE, the undersigned declarants hereby declare that all of the properties described as Lots 121 through 300 inclusive in Sunburst Farms East Three according to the plat thereof recorded in the Office of the Maricopa County Recorder of Maricopa County, Arizona, in Book 126 of Maps, Page 17, thereof shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value and attractiveness of Sunburst Farms East 3 and all of which are hereby declared to be for the benefit of all of the owners of property in Sunburst Farms East Three.

By executing this Amended Declaration, the undersigned owners intend to revoke and render void the previous declaration recorded on March 13, 1970, and to completely replace that declaration by this Amended Declaration.

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ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to SUNBURST FARMS EAST MUTUAL WATER AND AGRICULTURAL COMPANY, the same being an Arizona corporation, its successors and assigns.

Section 2. "Properties" or "premises" shall mean and refer to that certain irrigated real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Lot", "unit" or "parcel" shall be synonymous and shall mean and refer to a separately designated and legally described freehold estate consisting of any plot of land and the improvements thereon shown upon any recorded subdivision map of the properties.

Section 4. "Member" shall mean and refer to every Unit/Share Owner person or entity who hold membership in the Association.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of equitable title (or legal title if equitable title has merged) of any lot which is part of the properties.

Section 6. "Declarant" shall mean and refer to ARIZONA TITLE INSURANCE AND TRUST COMPANY, Trustee, its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

ARTICLE II

BUILDING TYPE AND LAND USE

Section 1. The lots subject to these restrictions as enumerated above shall be known, described and limited to single family residential lots.

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Section 2. No building except one single family residence, a private garage or carport, and a structure to serve as a stable, livestock shelter, and/or tack room, shall be erected, maintained, placed or permitted on any residential lot or portion of said residential lots in SUNBURST FARMS EAST THREE. 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 used or inferior materials shall be permitted. Any quarters for servants or guests must be in an integral part of said residence.

Section 3. No garage or any other building whatsoever shall be erected on any of said residential building lots until a dwelling house shall have been erected or until a contract 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/or tack room shall be used for residential purposes.

Section 4. No dwelling house having a ground floor area of less than eleven hundred (1,100) square feet, exclusive of open porches, pergolas, or attached garage, if any, shall be erected, permitted or maintained on any of said residential lots in SUNBURST FARMS EAST THREE.

Section 5. No building shall be erected on any of said residential lots in SUNBURST FARMS EAST THREE the front walls of which are closer than thirty (3) feet from the front property line, except that a front porch, an attached garage or carport, may project into the front yard not more than five (5) feet, nor shall the side walls of any such building be nearer than ten (10) feet

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from the property line on each side of said lot; provided, further, that this restriction shall apply to the stable, livestock shelter, and/or rack room, which structure may not be located closer than twenty-five (25) feet from the main structure or residence, nor closer than twenty (20) feet to any side property line.

Section 6. No solid wall or fence over three (3) feet in height shall be maintained or erected nearer to the front street line of any of the said residential lots in SUNBURST FARMS EAST THREE than the front walls of the building erected on such lot; and in case of a lot on which no residence has been erected, no solid wall or solid fence over three (3) feet high shall be constructed or maintained closer than thirty (30) feet to the front line of such lot. No side or rear fence, and no side or rear wall, other than the wall of the building constructed on any of said lots shall be more than six (6) feet in height. No hedge more than three (3) feet in height shall be permitted closer than twenty (20) feet to the front property line in any of said lots in said subdivision. Where a corner lot has its rear lot line in common with the side lot line of the adjacent lot, such common lot line shall be used to measure the set back to be observed with regard to the permitted height of solid walls, fences or hedges under this paragraph.

Section 7. Subject to the applicable laws, ordinances, health codes and rules and regulations of the State of Arizona, and counties and municipalities thereof, horses, poultry and/or livestock may be kept or maintained on any of said lots, which horses, poultry

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and/or livestock shall be for the sole and exclusive use and enjoyment of the owners of said lot and their invited guests. The maintenance of such horses, poultry, and/or livestock and the physical facilities for the same shall be maintained by lot 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 lot owners in said SUNBURST FARMS EAST THREE. Any such physical facilities for the maintenance of poultry, livestock or horses must be maintained at a minimum distance of eighty (80) 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 animal husbandry.

Section 8. Easements for installation and maintenance of utilities and drainage facilities providing irrigation water and ingress and egress are reserved as shown on the recorded plat. Use Official Document In addition, all eight (8) foot easements shown on the plat are hereby reserved for use as a bridle path. Within all these easements, no structure, planting or other materials shall be placed or permitted to remain which may interfere with the purpose for which these easements have been reserved.

Section 9. No noxious or offensive 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.

ARTICLE III

ASSOCIATION MEMBERSHIP

The record owner of equitable title (or legal title if equitable title has merged) of any parcel or parcels of real property located in any irrigated SUNBURST

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FARMS EAST development shall automatically become a member of the Association, and shall remain a member of the Association until such time as his ownership ceases for any reason, at which time his membership in said Association shall automatically cease. Ownership of a parcel shall be the sole qualification and criteria for membership. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

A membership in the Association shall not be transferred, pledged or alienated in any way. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association.

ARTICLE IV

MISCELLANEOUS

Section 1. Deeds ^{and} ~~and~~ conveyance for said property, or any portion thereof, may contain the above covenants, conditions, stipulations and restrictions by reference to this document, but whether or not such reference is made in such deeds, each and all of these covenants, conditions, stipulations and restrictions shall be binding upon the respective grantees.

Section 2. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for the major builder and developer of the "properties" to maintain during the period of construction and sale of said "premises", upon such portion of the premises as such builder may choose, such facilities as in the sole opinion of said builder may be reasonably required, convenient or incidental to the construction and sale of said premises, including, but without limitations, a business office, storage area, construction yards, signs,

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model units and sales office.

Section 3. The foregoing restrictions and covenants run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 1998, unless otherwise amended or revoked by vote of a majority of the then owners of lots of SUNBURST FARMS EAST THREE. As long as the developer owns a majority of the lots in this subdivision, these covenants, conditions and restrictions may not be amended without the approval of FHA and VA. Subsequent to January 1, 1998, these covenants and restrictions then in effect shall automatically be extended for successive periods of ten (10) years each, unless by vote of the majority of the then owners of lots in SUNBURST FARMS EAST THREE it is agreed to change the said covenants and restrictions in whole or in part.

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Section 4. If there shall be a violation or threatened or attempted violation of any of said covenants, conditions, stipulations or restrictions, it shall be lawful for the Association or any person or persons owning real property situated in SUNBURST FARMS EAST THREE to prosecute proceedings at law or in equity against all persons violating or attempting to violate or threatening to violate any such restrictions, covenants, conditions or stipulations and such violators shall reimburse the Association or any person or persons owning real property situated in SUNBURST FARMS EAST THREE for attorneys' fees and expenses incurred in prosecution of such proceedings. However, a violation of these restrictive covenants, or any one or more of them, shall not affect the lien of any mortgage now on record, or which may

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Martha R. Watkins
 Ruth Walker Smith Eglekamp
 Edward C. Foss
 Sandra Craig
 Frank [unclear]
 Donald R. [unclear]
 Betty G. Spits
 Loren R. [unclear]
 Mike E. [unclear]
 Karyn A. [unclear]
 Maynard J. Logan
 James Cunningham
 Ernst L. Cunningham
 Virginia D. [unclear]
 Raymond T. [unclear]
 John D. [unclear]
 Elizabeth L. [unclear]
 Harold J. [unclear]
 Edger J. [unclear]
 Claus H. [unclear]
 Colby [unclear]
 Janet [unclear]
 [unclear]
 Linda R. [unclear]
 Mary J. [unclear]
 Gary A. [unclear]
 Katelyn J. [unclear]
 James J. [unclear]
 George R. [unclear]
 [unclear]
 Margaret [unclear]

NT 109520793

State of Arizona)
County of Maricopa) ss:

On this 16th day of December 1974, before me, the undersigned notary, personally appeared; Raymond E. Johnson, Vonica Johnson, Joyce L. Keepf, Charles N. Ellenfeldt, Jane C. Ellenfeldt, Donald L. Holtz, Shirley A. Ramsley, Thomas R. Ramsley, Phyllis C. Conrad, Arthur Conrad, Mercedes V. Sejba, Lucy E. Hoffman, Billy J. Hoffman, Virginia Monroe, Frank Monroe, Nancy N. Cronk, Peter D. Cronk, William Gene Yir, Norma Jean Hulon, Thoman H. Hulon, Jason E. Yaffi, Robert Preisling, Jack S. Watkins, Martha R. Watkins, Bette Walker Smith Belknap, Elwood C. Voss, Sandra J. Craig, Frank J. Craig, Donald R. Suits, Reba G. Suits, Loren R. Walker, Mike E. Porzone, Karalyn R. Tinkham, Maynard J. Logan, James Cunningham, Janet E. Cunningham, Virginia I. Brasch, Raymond P. Brasch, John G. Thorley Jr., Elizabeth J. Thorley, Harold R. Vicks, ~~Harold R. Vicks~~ Drish, Clara G. Drish, Felix Shaskan, Janet Shaskan, Jo Ann Xiner, Charles R. Xiner, Nancy J. Deonise, Gary N. Deonise, Kathleen J. Einok, James J. Einok, Joyce R. Sarchett, Janet R. Blake, Frank N. Blake, Maynard Jarvinen, Vera Mae Leddy, Richard V. Leddy, James J. Sejba, James R. McElfresh, Judy A. McElfresh, Venton C. Lewis, Beverly Vines Lewis, Ward E. Carroll, Carol K. Smart, Glen H. Smart, Robert E. Ramsey, Barbara Fuller, Gary E. Fuller, John Douglas Gline, J. J. Humrich, Elizabeth S. Williams, Carolyn J. Schooler, Fred Schooler, John J. Fuckley Jr., June A. Wilson, David Wilson, Arthur W. Fahr, Nadine W. Behr, and Robert Mortensen, known to me to be the persons who have signed their names above for the purpose therein contained.

Witness my hand and official seal.

My commission expires February 7, 1976

[Signature]
Notary public

