

DECLARATION OF RESTRICTIONS OF TONTO CREEK ESTATES,
 A SUBDIVISION IN GILA COUNTY, ARIZONA, ACCORDING TO
 THE OFFICIAL MAP THEREOF, OF RECORD IN THE OFFICE OF
 THE COUNTY RECORDER OF GILA COUNTY, ARIZONA, ~~XXXXXX~~
~~XXXXXX~~ ~~XXXXXX~~ ~~XXXXXX~~ ~~XXXXXX~~ ~~XXXXXX~~
 BEING MAP NO. 208.

The Arizona Title Guarantee and Trust Company, an Arizona corporation, as Trustee, being the owner of lots one (1) to Ninety (90) inclusive, Rancho Tonto, and Tract B, in Tonto Creek Estates, a subdivision located in Gila County, Arizona, according to the Official map thereof, of record in the office of the County Recorder in Gila County, Arizona, in Book of Maps, ~~xxxxxx~~ Map 208, thereof, hereby declares the following restrictions shall apply to all lots and tracts in said Tonto Creek Estates, and that all conveyances of said lots and tracts hereafter made shall be subject to the following restrictive covenants, with noted exceptions.

1. Inasmuch as Tonto Creek Estates has been laid out and platted as an attractive Mountain Residential District, all of the lots therein shall be known and described as residential lots, with the exception of Rancho Tonto and Tract B, and in cases where any adjoining lots may be deeded to the Arizona Convention of American Baptist Churches for the development of the Tonto Rim American Baptist Camp, or for any community purpose, such as: church, chapel, or educational buildings.

2. (A) That all conveyances shall be for one or more undivided lots, except for public utility purposes, and except as further provided in this paragraph.

(B) A portion of any lot may be conveyed only to a person or persons owning or purchasing an adjoining lot, or contiguous to the portion being conveyed.

(C) It is further provided that no residence shall be erected on any lot, the area of which lot is less than twelve thousand (12,000) square feet as shown for that lot on the plat herein referred to, unless the said residence is to be erected on at least one full lot and a portion of an adjoining or contiguous lot.

(D) That no building shall be erected or maintained on any of the lots in said Tonto Creek Estates other than single family residences and garages for use of the occupants of such residences, and that all lots in said Tonto Creek Estates shall be used solely and exclusively for family residential purposes, except as noted in paragraph one (1), with no more than two (2) residences on each lot, providing that a second residence may be erected or maintained as a guest house on any lot of fourteen thousand (14,000) square feet or more.

3. Each lot shall be designated as A, B, and C, in order to arrive at a minimum and maximum square footage of any residence or unit erected or maintained on any lot of Tonto Creek Estates, except as noted in paragraph one (1).

(a) Lots A are numbers one (1) through and including twenty-five (25), and forty-three (43) through and including fifty-four (54). Lots B are numbers thirty-nine (39) and forty (40), and fifty-five (55) through and including eighty (80), and eighty-seven (87) through and including (90). Lots C are numbers twenty-three (23) through and including thirty-eight (38), and forty (40) and forty-one (41), and eighty-one (81) through and including eighty-six (86).

(b) The residence on each lot designated A shall have

a minimum of not less than one thousand (1,000) square feet, and a minimum of not less than four hundred (400) square feet, and a maximum of six hundred (600) square feet for a guest house. The residence on each lot designated B shall have a minimum of not less than nine hundred (900) square feet, and a minimum of not less than three hundred fifty (350) square feet, and a maximum of four hundred fifty (450) square feet or a guest house. The residence on each lot designated C shall have a minimum of not less than eight hundred (800) square feet, and a minimum of not less than three hundred (300) square feet, and a maximum of four hundred (400) square feet for a guest house. The above figures are including the walls proper of the house, exclusive of porches, pergolas, attached garages or separate garage, or any other similar extension or projection.

4. That no residence shall be erected, placed or altered on any lot in this subdivision until the building plans, specifications, and plot plan showing the location of building, have been approved in writing as to conformity and harmony of external design with proposed or existing residences in the subdivision by a three (3) member board representing all lot owners. This board shall make their decision within 30 days and not more than 60 days. These plans shall be of one or two story Southwest Ranch type of exterior; provided that all residential buildings are to be of a two wall construction, with siding or stucco with inner walls, or single walls of masonry or stone. No plain box type construction will be permitted except for garages, barns, storage houses, etc. However, other types may be constructed upon receiving the approval, in writing, by the majority of said board.

5. (a) This three (3) member board, as herein above mentioned in Paragraph 4, shall consist of John S. Kerr,

Fred S. Hickernall, and Dr. R. Lee Foster, who are hereby appointed for a term which shall expire in order named, February 1961, 1962, and 1963. In case of any vacancy prior to February 1961 John S. Kerr will appoint a new member.

(b) Thereafter, in February of each year, commencing in 1961, an election shall be held by the board, with all of the lot owners participating (each lot representing one vote) to elect a board member to fill any vacancy created by the Board member whose term expires or vacancy created. The vote of any two board members shall constitute a majority for the transaction of any and all business matters herein referred to.

(c) This board shall also appoint a three (3) member special committee to approve all or any transfer, sale, lease, or rental, as set out in paragraph 6.

6. That no advertising signs (except "For Rent" and "For Sale" signs) or bill boards shall be erected, placed or permitted to remain on any of said lots, nor shall unsightly objects or nuisances be erected, placed or permitted to remain on any of said lots, nor shall the premises be used in any way or for any purposes which may endanger the health of or unreasonably disturb the holder of any lot in Tonto Creek Estates, and that no sale or usage of alcoholic beverages or barbitol or any habit forming drugs will be permitted in Tonto Creek Estates.

7. That each residence herein shall be equipped in the yard thereof with a sunken disposal container, to be installed not less than ten (10) feet of the property line and no nearer than five (5) feet of either of the lot side lines, and proper disposal made according to the Arizona Board of Health.

(a) Each residence shall be equipped with proper sewerage disposal, such as septic tank or other similar disposal tanks approved by the Arizona State Board of Health.

(b) The use of outside toilets is prohibited except during the freezing weather, (when the water lines might be frozen).

(c) It will be required that each property owner shall keep their properties properly fenced where necessary in order to comply with any government regulations; this is especially important adjoining the U. S. Government lands.

8. That no building shall be erected closer to the front line of any lot than the building set-back line of twenty (20) feet. On all lots bordering the creek no building shall be erected closer than twenty (20) feet to the creek's edge, or thirty five (35) feet from center of the creek, whichever is farther.

(a) All lots siding corners to have a set-back line of fifteen (15) feet from road or street side.

(b) No building shall be erected closer than fifteen (15) feet to the inside of any lot; except that when one lot owner owns a portion of an adjoining or contiguous lot, then the lot and the portion of the contiguous or adjoining lot may be considered as one lot; provided that the provisions of this subsection shall not prevent the building of a garage of any lot in Tonto Creek Estates closer than ten (10) feet or rear property line of any lot. Barn or stable locations

to be approved by the Board. In no case should a stable or barn be closer than 200 feet to the creek or on lots less than thirty thousand (30,000) square feet.

9. That no garage or barn, or temporary living quarters shall be built before the main residence has been completed, except that said garage or barn may be built simultaneously with the main residence.

(a) Trailers will not be permitted to be parked on any lot, unless they are in a garage or barn enclosed.

10. There shall be reserved to the signers hereof and their successors in interest the exclusive and perpetual easements and rights of way over and/or under the surface of the respective lots owned by each required for installation and maintenance of electric lights, telephone lines, sewers (storm or sanitation), water (domestic or irrigation), gas main, and/or pipe lines, and other public utilities, and the signers hereof and their successors in interest, shall have the full right and power to grant exclusive and perpetual easements to such person or persons, firm or firms, corporations as each of them respectively may decide in her or its absolute discretion. No building shall be placed upon easements or interference to be made with the free use of the same for the purposes intended.

11. For the purposes of improvement or maintaining roads, any general plantings within road area, and other beautification features within Tonto Creek Estates, or developing or maintaining water, water lines or any other utilities or services, for the general use and benefit of all lot owners, each and every lot owner in accepting a deed or contract for any lot in Tonto Creek Estates agrees to become a member of any mutual improvement and maintenance association which may be organized among the Tonto Creek Estates lot owners, either

formally or informally, it being understood that such association, if formed, shall be operated and conducted on a strictly co-operative and non-profit basis and in accordance with those regulations and provisions adopted by the three-member board herein before referred to in Paragraph 5.

12. That Tonto Creek Estates has been carefully planned as an attractive and exclusive Mountain Residential District and under no pretext will there be an abandonment of the original plan to preserve said Tonto Creek Estates, as a choice Mountain Residential District.

13. The failure to enforce any of the restrictions, rights reservations, limitations, covenant and conditions contained herein shall not in any event be construed or held to be a waiver thereof or consent to any further or succeeding breach of violation thereof.

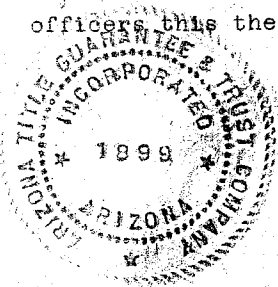
14. Upon the breach of any said covenant or restrictions, any one owning land in said subdivision may bring a proper action in the proper court to enjoin or restrain such violation or to collect damages on account thereof.

15. Those covenants are understood and agreed to be and shall be taken and held to be for the benefit of all lot owners, be they such now or become such thereafter, all covenants herein contained are attached to the land and run with the title thereto and shall be binding on all owners of lots in Tonto Creek Estates until February 1, 1985 at which time the covenants shall be automatically extended for successive ten (10) year periods, unless by a vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

IN WITNESS WHEREOF, the Arizona Title Guarantee 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

officers this the 18th day of SEPTEMBER, 19 58.
 ARIZONA TITLE GUARANTEE & TRUST COMPANY AS TRUSTEE
 By [Signature]
 Vice President



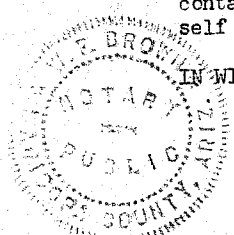
7777777

STATE OF ARIZONA)
 County of Maricopa) ss

On this, the 18th day of SEPTEMBER, 1958, before me, the undersigned Notary Public, personally appeared N. L. DUMONT, JR., who acknowledged himself to be the Vice President of ARIZONA TITLE GUARANTEE & TRUST COMPANY, a corporation, and that he, as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation, as TRUSTEE, by himself as such officer.

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

[Signature]
 Notary Public



MY COMMISSION EXPIRES: 12-30-61

STATE OF ARIZONA, County of Gila, ss:

I do hereby certify that the within instrument was filed and recorded at request of

GILA COUNTY ABSTRACT CO.

Date Sept. 19th, 1958 Time 9:45 A. M., Docket 93 Official Records Page 25
 Records of Gila County, Arizona.

WITNESS my hand and official seal the day and year first above written.

JOSEPH KINSMAN, County Recorder.

233375

By [Signature] Deputy

AMENDMENT TO DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

ARIZONA TITLE GUARANTEE & TRUST COMPANY, an Arizona corporation, as TRUSTEE, being the owner of the following described premises situate within the County of Gila, State of Arizona, to-wit:

Lots 1 to 90, inclusive, and Tract B, in TONTO CREEK ESTATES, according to the map of record in the office of the County Recorder of said County, being Map No. 206;

does hereby amend that certain DECLARATION OF RESTRICTIONS heretofore executed and recorded in the Office of the County Recorder of Gila County, Arizona, in Docket 92, Page 25 thereof. Paragraph 3 on Page 2 of said Declaration of Restrictions is hereby amended to read as follows:

3. Each lot shall be designated as A, B and C, in order to arrive at a minimum and maximum square footage of any residence or unit erected or maintained on any lot in TONTO CREEK ESTATES, except as noted in Paragraph 1;

Lots A are numbers 1 through and including 25, and 43 through and including 54;

Lots B are numbers 39 and 42, and 55 through and including 80, and 87 through and including 90;

Lots C are numbers 26 through and including 38, and 40 and 41, and 81 through and including 86.

IN WITNESS WHEREOF, the ARIZONA TITLE GUARANTEE & 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 signature of its duly authorized officer, this 30th day of SEPTEMBER, 1958

ARIZONA TITLE GUARANTEE & TRUST COMPANY,
AS TRUSTEE.

By *W. L. DUMONT, JR.*
Vice President

STATE OF ARIZONA)
County of Maricopa) ss.

On this, the 1st day of October, 1958, before me, the undersigned Notary Public, personally appeared W. L. DUMONT, JR., who acknowledged himself to be the Vice President of ARIZONA TITLE GUARANTEE & TRUST COMPANY, a corporation, and that he, as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation, as TRUSTEE, by himself as such officer.

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

W. L. DUMONT, JR.
Notary Public

My Commission Expires
3-22-61

STATE OF ARIZONA, County of Gila, ss. I do hereby certify that the within instrument was filed and recorded at request of GILA COUNTY ABSTRACT CO.

Date Oct. 3rd, 1958 Time 12:00 A. M. Docket 93 Official Records Page 337
Records of Gila County, Arizona.

WITNESS my hand and official seal the day and year first above written.

Joseph L. Kinsman
County Recorder

AMENDMENT TO DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

ARIZONA TITLE GUARANTEE & TRUST COMPANY, an Arizona corporation, as TRUSTEE, being the owner of the following described premises situate within the County of Gila, State of Arizona, to-wit:

Lots 1 to 90, both inclusive, and Tract B, in TONTO CREEK ESTATES, according to the map of record in the office of the County Recorder of said County, being Map No. 208;

does hereby amend that certain DECLARATION OF RESTRICTIONS heretofore executed and recorded in the office of the County Recorder of Gila County, Arizona, in Docket 92, Page 25 thereof, and that certain AMENDMENT TO DECLARATION OF RESTRICTIONS heretofore executed and recorded in the office of the County Recorder of Gila County, Arizona, in Docket 93, Page 337 thereof;

NOW, THEREFORE, Paragraph 3 of said Declaration of Restrictions and said Amendment to Declaration of Restrictions is hereby amended to read as follows:

3. Each lot shall be designated as A, B and C, in order to arrive at a minimum and maximum square footage of any residence or unit erected or maintained on any lot in TONTO CREEK ESTATES, except as noted in Paragraph 1.

(a) Lots A are numbers 1 through and including 25, and numbers 43 through and including 54;

Lots B are numbers 39 and 42, and numbers 55 through and including 80, and numbers 87 through and including 90;

Lots C are numbers 26 through and including 38, and numbers 40 and 41, and numbers 81 through and including 86.

(b) The residence on each lot designated A shall have a minimum of not less than 900 square feet; and a minimum of not less than 400 square feet and a maximum of 600 square feet for a guest house;

The residence on each lot designated B shall have a minimum of not less than 800 square feet; and a minimum of not less than 350 square feet and a maximum of 450 square feet for a guest house;

The residence on each lot designated C shall have a minimum of not less than 700 square feet; and a minimum of not less than 300 square feet and a maximum of 400 square feet for a guest house;

The above figures are including the walls proper of the house, but exclusive of porches, pergolas, attached garages or separate garage, or any other similar extension or projection.

IN WITNESS WHEREOF, the ARIZONA TITLE GUARANTEE & 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 signature of its duly authorized officer, this 13th day of OCTOBER, 1958.

ARIZONA TITLE GUARANTEE & TRUST COMPANY, as TRUSTEE.

By [Signature]
Vice President

STATE OF ARIZONA

County of Maricopa

On this, the 22nd day of October, 1958, before me, the undersigned Notary Public, personally appeared [Signature], who acknowledged himself to be the Vice President of ARIZONA TITLE GUARANTEE & TRUST COMPANY, a corporation, and that he, as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation, AS TRUSTEE, by himself as such officer.

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

[Signature]
Notary Public

My Commission Expires:

12-30-61
STATE OF ARIZONA, County of Gila:

I do hereby certify that the within instrument was filed and recorded at request of GILA COUNTY ABSTRACT CO.

Date Oct. 24th, 1958 Time 1:05 P. M. Docket 94 Official Records Page 159
Records of Gila County, Arizona.

WITNESS my hand and official seal the day and year first above written.

JOSEPH KINSMAN, County Recorder.