

CORNER No. 2
H.E.S. No. 137

CORNER No. 3
H.E.S. No. 137

S. 55° 51' E. 1686.63' (Chain) (1683.40' Record)

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } ss

KNOW ALL MEN BY THESE PRESENTS: That THE HAMMAN LUMBER COMPANY, a corporation, has this day caused to be subdivided under the name of TONTO RIM RANCH, that portion of H.E.S. No. 137 lying in Sections 4 & 9, T.11N., R.12 E., G. 4 S.R.D. 4M., Gila County, Arizona shown on the accompanying plat and hereby declares that this plat sets forth the location and gives the dimensions of each lot, tract and easement constituting TONTO RIM RANCH, and that each lot and tract shall be known by the number or letter hereon shown and that the easements shall be dedicated for the purpose of roads of access to the various lots and tract.

IN WITNESS WHEREOF THE HAMMAN LUMBER COMPANY has caused the names of its President and its Secretary to be affixed this 29th day of October 1947

L.M. Hamman
President

Etta Pearl Hamman
Secretary

ACKNOWLEDGEMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } ss

Before me, _____, a Notary Public in and for said County and State on this day personally appeared L.M. HAMMAN and ETTA PEARL HAMMAN, whose names are subscribed to the foregoing instrument as President and Secretary, respectively of THE HAMMAN LUMBER COMPANY, and acknowledged to me that as such President and Secretary they executed the same for the purposes and considerations therein expressed, subscribed and sworn before me this 29th day of October 1947

[Signature]
Notary Public.

APPROVAL

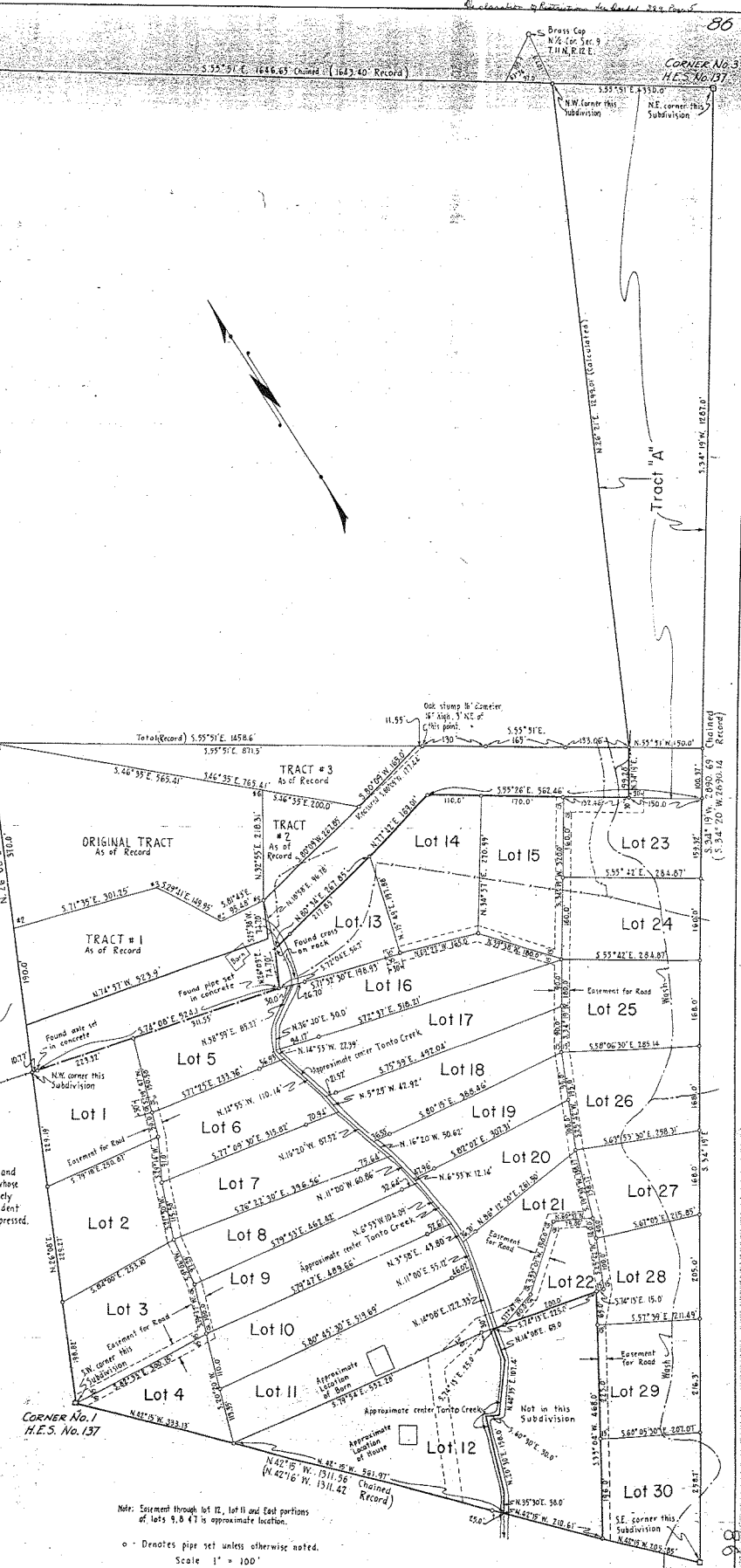
This subdivision as shown hereon has been approved by the Board of Supervisors of Gila County, Arizona this _____ day of _____

Chairman

Clerk

I hereby certify that the survey of this subdivision was made under my direction during the month of December, 1946

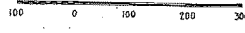
[Signature]
Registered Engineer



Note: Easement through lot 12, lot 11 and East portions of lots 9, 8 & 4 is approximate location.

o - Denotes pipe set unless otherwise noted.

Scale 1" = 100'



YOST AND GARDNER
ENGINEERS
508 HEARD BLDG. PHOENIX, ARIZONA
JOB NO. 1076 - DECEMBER, 1946

When recorded, return to:

MacLean & Jacques, Ltd.
40 E. Virginia, #202
Phoenix, AZ 85004



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

TONTO RIM RANCH, LOTS 1 - 12

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, JOHN M. HAMMAN and LINDA A. HAMMAN, husband and wife, as to lots 1, 2, 5, and 6, and LARRY M. HAMMAN and ALICE M. HAMMAN, as Trustees under Trust Agreement, dated the 9th day of July, 1981, as to lots 3, 4, 7, 8, 9, 10, and JOHN M. HAMMAN, as his sole and separate property as to lots 11 and 12, (collectively the "Declarant") are owners of the following described subdivision real property, situated with the County of Gila, State of Arizona:

Lots One (1) through Twelve (12), inclusive, TONTO RIM RANCH, according to Map No. 86, records of the Gila County Recorder.

WHEREAS, Declarant will own and convey said properties, subject to certain protective covenants, conditions, restrictions, reservations, lien and charges as hereinafter set forth:

NOW THEREFORE, Declarant hereby declare that all of the properties described above shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property, and all of which are hereby declared to be for the benefit of all of the property described herein and the owners thereof, their heirs, successors, grantees and assigns.

1. THE PURPOSE OF THESE COVENANTS, CONDITIONS AND RESTRICTIONS.

The purpose of these covenants, conditions and restrictions is to assure the use of the property for attractive residential purposes (as set forth herein) only, and securing to each lot owner the full benefit and enjoyment of his or her lot and home in furtherance of a common plan.

2. DEFINITIONS.

AS used herein, the following terms have the following meanings:

A. The "Architectural Control Committee" means the committee provided for in Part 4 of this Declaration.

B. The "Association" mean the Tonto Rim Ranch Property Owners Association, Inc. as referred to in Part 3 of the Declaration.

C. "Bona fide First Mortgage" means an Realty Mortgage or Deed of Trust made in good faith and for value and properly executed and recorded so as to create a lien on any lot or lots that is prior to the lien of any other Realty Mortgage or Deed of Trust.

D. "Declaration" means this Declaration of Covenants, Conditions and Restriction for Tonto Rim Ranch, Lots 1 - 12.

E. The "Lot" or "Lots" means the lots in the subdivision either individually or collectively, as the case may be.

F. "Mobile Home" means a moveable or portable unit for residential purposes constructed to be towed on its own chassis and designed to be installed with or without a permanent foundation for human occupancy as a residence. "Modular Home" means a residence manufactured in material respects elsewhere and moved on to the Lot.

G. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of fee or equitable or beneficial title to any Lot. Owner shall include the purchaser of a Lot under an executory contract for purchase. The foregoing definition does not include person or entities who hold an interest in any Lot as security for the performance of an obligations.

H. The "Plat" means the plat of record referred to above, and may hereafter be amended.

I. The "Property" means the real property described above, or any part thereof.

3. PROPERTY OWNERS ASSOCIATION

A. There is hereby created the Tonto Rim Ranch Property Owners Association, Inc. The purpose of the Association is to own and maintain the entry road to the Property, and maintain the interior roads as shown on the subdivision plat, and as created by separate easements (See Exhibit "A"); and to maintain any fence, as determined to be necessary by the Association; (but not individual lot owner fences); and to act as the Architectural Control Committee in accordance with the provisions of Part 4 of this Declaration.

B. Each and every Lot owner, in accepting a deed or

contract for any Lot, whether or not it shall be so expressed in such deed or contract, automatically becomes a member of the Association, and agrees to be bound by such reasonable rules and regulations as may, from time to time, be established by the Association. Membership shall be appurtenant and may not be separated from ownership of the Lot. The rights and obligation of an Owner and membership in the Association shall not be assigned, transferred, pledged, conveyed or alienated in any way, except upon transfer of ownership of such Lot, whether by intestate succession, testamentary disposition, foreclosure of a mortgage, or such other legal processes as now in effect or as may be hereafter established pursuant to the laws of the State of Arizona. The Association shall be operated and conducted on a strictly cooperative and non-profit basis. Each Lot owner as a member shall have such voting rights as set forth in this Declaration.

C. In furtherance of its purposes, which are generally as set forth above, the Association shall provide necessary and appropriate action for the maintenance, repair, replacement and management of that referred to in Paragraph A above and shall have the right to enter upon a Lot, if reasonably necessary, in order to accomplish its' purpose.

D. The Association shall have the power to borrow and encumber its assets and, in all respects, shall have the powers necessary to carry out its purposes, whether or not specifically set forth herein, including the power to enter into contracts with third parties to perform all or part of its functions, and to hire its own employees to do so.

E. Each Lot Owner is obligated to pay: (i) regular assessments for normal maintenance and repair and reserves, along with Association insurance and operating cost; (ii) special assessments for capital improvements with such assessments to be established by the Association. The regular and any special assessments, late payment penalties and charges, if any, together with interest, (all as set by the Association) costs and reasonable attorneys' fees, shall be a lien on the Lot. Each Lot Owner shall be personally responsible for his or her share of assessments imposed by the Association. This personal obligation for delinquent assessments shall pass to the Owner's successor in title, unless expressly assumed by such successor; however, the obligation to pay same shall be a continuing lien on the Lot.

F. The Association shall, on an annual basis, make a determination to the estimated cost of the repair, maintenance, and replacement of the roads and fencing as provided for in Part 3 A, including any reserves necessary for future capital expenditures and maintenance. Assessments shall be charged to each Owner on a uniform per Lot basis. The assessments may be collected on a monthly or annual basis, or any combination of same as determined by the Association.

G. Each Owner shall be responsible to pay the regular assessment commencing on the first day of the month following the date of recordation of this Declaration. The Declarant shall not be responsible for comparable assessments on each Lot owned by it. However, Declarant shall be responsible to provide labor, material and monies in sufficient amounts, not to exceed any amount of the normal lot assessment for each Lot owned by it, if necessary in Declarant's opinion, to properly fulfil the Association's maintenance responsibilities. Regular assessments shall be set by the Association on an annual calendar year basis. The Lot Owner acquiring his or her interest from Declarant during the calendar year shall be obligated for a pro rata portion thereof. The assessment at least thirty (30) days prior to the end of the calendar year. Written notice of the assessment shall be sent to every Owner. The payment due date shall be established by the Association.

H. In addition to the regular assessment as set forth above, the Association may set special assessments if the Association determines by two-thirds ownership vote that such is necessary to meet the primary purposes of the Association.

I. All sums assessed by the Association chargeable to a Lot, but unpaid, shall constitute a lien on such Lot prior to all other liens excepting only as valorem liens in favor of a governmental assessing unit or special assessment district. The Association lien may be foreclosed by the Association in a like manner as a foreclosure of a real property deed of trust. The Association shall have the power to bid on the delinquent Lot at a foreclosure sale, and acquired, hold, lease, encumber and convey same. A suit to recover a money judgment for unpaid assessments and charges shall be maintainable by the Association without foreclosing or waiving the lien securing same.

J. The total number of votes in the Association shall be on the basis on one (1) vote per Lot. Unless otherwise specifically provided herein, all Association matters shall be determined by a majority vote. If more than one party is the Owner of a Lot, there must be unanimous agreement among those who own an interest in the Lot as to how to cast the Lot's vote, otherwise, that vote shall not be counted.

K. The Association shall have the power to adopt Bylaws and to appoint its officers and directors, as well as promulgate reasonable regulations relating to the matters within its purpose.

L. Where the holder of a first mortgage of record obtains title to the Lot as a result of foreclosure, or deed in lieu of foreclosure, of said first mortgage, such acquirer of title, its successors and assigns, shall not be liable for the share of the expenses of the assessments by the Association chargeable to such Lot which become due prior to the acquisition

title to such Lot by such acquirer. As used in this Declaration, the term "Mortgage" shall include "deed of trust" and "mortgagee" shall include the "Beneficiary" under a deed of trust. Such acquirer shall be responsible, as any Owner, for assessments charged subsequent to the acquisition.

M. In the event the Association determines that any Lot owner has not complied with the provisions of this Declaration, then the Association may, at its option, give written notice to the Owner of the conditions complained of. The Owner shall correct same or, if not readily correctable within fifteen (15) days after notice from the Association, the Owner shall submit corrective plans proposing its remedy to the condition complained of within fifteen days after notice from the Association. The Association shall approve or disapprove any plans submitted by the Owners and set forth a reasonable time for correcting of the condition complained of. In the event such condition is not corrected according to the approved plans, within the allotted time, the Association shall have the right to undertake to remedy such condition or violation complained of. The cost thereof shall be deemed to be an assessment to such Owner and enforceable by the Association as if another unpaid assessment. The Association is hereby granted the right of entry on the affected Lot to so correct the condition or violation complained of.

4. ARCHITECTURAL AND DESIGNS CONTROL

No Lot leveling, planting or landscaping (other than flowers and native vegetation), residence, outbuilding, fence or wall, or other improvement or installation, shall be commenced, erected, placed, or altered on any Lot, until the plans and specifications therefore, showing the nature, kind, shape, materials, floor plans, and locations shall have been submitted to and approved by the Architectural Control Committee ("Committee") and a copy thereof is finally approved and lodged permanently with the Committee. The Committee shall have the right to refuse to approve any such plans or specifications which are not suitable or desirable in its opinion for the aesthetic reasons, or not in accordance with the overall theme of the Property or any other reason, and in so passing upon such plans and specifications it shall have the right to take into consideration the suitability of the proposed building or other structure, and the material which is to be used, the site upon which it is proposed to be erected, the harmony with the surrounding, and the effect of the proposed structure on the outlook from adjacent or neighboring property. All plans must comply with Gila County requirements.

A. Membership. The Committee shall be appointed by the Association. The members of the Committee shall not be entitled to any compensation for services performed pursuant to this covenant, but shall be entitled to reimbursement for reasonable cost expended, as approved by the Association. The members of the

Committee shall incur no liability from their acts or omissions.

B. Procedure. The Committee's approval or disapproval as required in this Declaration shall be in writing. Actions of the Committee shall be by the majority vote of the members of the Committee. All decisions of the Committee shall be final and not Lot Owner or other party shall have recourse against the Committee or its designated representatives, or its members, for its disapproval or refusal to approve. In the event the Committee or its designated representative, fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, the plans and specifications shall be deemed to have been approved.

C. Design Standards. The Committee is empowered to promulgate design standards to insure the improvements constructed on the Property will be aesthetically pleasing and enhance the area.

5. **GENERAL RESTRICTIONS APPLICABLE TO ALL LOTS.**

A. Land Use. No building other than one single family dwelling residence and a private garage not to exceed 3 cars, and a guest house or servants quarters and other outbuildings as approved by the Architectural Control Committee, and as are in compliance with applicable zoning, shall be erected, maintained, placed or permitted on any Lot. No improvements may be commenced without the appropriate building permits having been first obtained. A guest house may not be completed prior to the completion of the single family residential structure. Any guest house, which may include a kitchen, or servants quarters, shall be for the use of bona fide guests or servants, as the case may be or the occupants of the main residence, or members of such occupants family, and shall not be rented or leased for overnight rentals, separate from the main residence.

No manufacturing or commercial enterprise, or enterprises of any kind for profit shall be maintained upon, in front of, or in connection with any Lot, nor shall any Lot be used for other than strictly single family residential structure or purpose.

No residential Lot shall be resubdivided into smaller Lots than those Lots shown or delineated on the original recorded plat, but 2 or more Lots may be used as one building site. Nothing herein shall preclude the reconfiguration of any of the Lots, provided there are no more additional Lots created (i.e., not more than 12 Lots total), and any such reconfiguration complies with Gila County's requirements and is approved by the Association.

Exception: There is an existing residence located on Lot 9, which does not comply with certain provisions of this Declaration. There is also an existing barn used in conjunction

with the residence, along with farm type equipment and horses located on Lot 3. The house and barn and their respective uses shall be considered a non conforming use under this Declaration conditioned upon the following: (i) all provisions of this Declaration shall apply, except where directly inconsistent with the non conforming use; (ii) the non conforming use shall exist only as long as Larry M. Hamman and/or Alice M. Hamman personally reside on Lot 9; (iii) the equipment located on Lot 3 and any moved from elsewhere, shall be fenced and screened from any view from the roadway easements. Not an exception and subject to immediate removal are: (a) the shed located in the road easement located on Lot 3; (b) the fence which is located on and within 50 ft. of Lot 2; and (c) any equipment located upon Lot 10.

B. Completion Time. Construction of a residence shall be finished and completed no later than eight (8) months after the issuance of a building permit by the appropriate regulatory body.

C. Minimum Sizes. Any single family residential structure or approved shed placed upon any Lot shall be constructed from new material or its equivalent, and as may be approved by the Committee. Any residential structure, excluding a guest house, shall contain a minimum of one thousand five hundred (1500) square feet of living area, exclusive of carport, garage, open porches and patio.

D. Location. No improvements shall be erected or placed on any Lot except in accordance with Gila County setback requirements and only with the approval of the Architectural Control Committee. It is understood that the provisions of this Declaration are in addition to zoning and other land use regulations adopted by governmental authorities and the more restrictive must be followed.

E. Mobile/Modular Homes. No mobile or modular homes shall be permitted to be placed on any Lot, permanently or temporarily.

F. Temporary Structures. No structure of a temporary character, motor home recreational vehicle or travel trailer, regardless of its nature or form, shall be used as a residence at any time.

G. Roadways. The roadways, as shown on the map attached and the entry road and any entryway improvements, shall be the sole responsibility of the Association to maintain, repair and reconstruct as set forth in Part 3 of this Declaration.

H. Signs. No signs other than those permitted by the applicable sign ordinances for the sale or rental of property by an Owner, or his or her agent, shall be placed on any Lot or portion thereof.

I. Public Events. No public events shall be held at the Property.

J. Livestock and Poultry. Other than provided for in paragraph A. above, no horses, livestock or poultry shall be allowed. Only normal household pets in reasonable number shall be allowed. No pet shall be allowed that creates a hazard or nuisance to Owners of other Lots in the subdivision.

K. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary conditions whether below ground level or within an approved screened area and promptly removed. All equipment for the storage of such material shall be kept in a clean and sanitary condition. No trash shall be burned.

L. Individual Sewage Systems. Individual sewage disposal systems to serve the Lot shall be permitted on the Lot. All individual sewage systems shall be constructed to Arizona Department of Environmental Air Quality and County Health Department standards. No sewage disposal system shall be installed without first obtaining a Health Department Sewage Disposal Permit. All sewage systems shall be kept as not to disturb surrounding neighbors and/or Property with offensive odors and/or sign, and located so as to minimize grading and/or disturbance to existing vegetation.

M. Protective Screening/Fences. All equipment, propane tanks, service yards, wood piles and storage areas shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring Lots or streets. No Lot perimeter walls or fences shall be allowed, except decorator perimeter fences shall be allowed with the approval of the Architectural Control Committee. All walls and fences to be located elsewhere shall also be subject to Architectural Control Committee approval. No laundering shall be permitted except inside an approved structure with approved plumbing. No outside clotheslines shall be allowed.

N. Parking and Storage. Boats, boat trailers, camping trailers, campers, travel trailers, or any other recreational vehicle, sporting or camping equipment shall not be stored or parked, other than within an enclosed garage, or otherwise be screened from the neighbors view. There shall be no on-road parking.

O. Antennas. No antenna or satellite dish shall be put in a manner that will disturb neighbors and/or property. The placement of any antenna, or satellite dish must have the Architectural Control Committee approval before it is placed on the Lot. While ground mounted satellite dishes and building mounted mini dishes (18" in diameter or less) are allowable, their location must be approved by the Architectural Control Committee who is to

take into consideration the effect such installation will have on the surrounding neighbors and overall property.

P. Nuisances. No Lot Owner shall place or maintain any animate or inanimate object upon any Lot so as to create a nuisance to the Owners of the neighboring Lots. Loud speakers and loud radio or other loud noises are prohibited.

6. **GENERAL PROVISIONS.**

A. Real Covenants. The covenants, restrictions, reservations, conditions and servitudes contained in this Declaration shall run with the land and shall be binding upon all persons owning, leasing, subleasing or occupying any Lot or Lots after the date on which this instrument shall have been recorded in the office of the County Recorder of Gila County, State of Arizona. The covenants, restrictions, reservations, conditions and servitudes may be enforced by the owner or lessee of any Lot, by the holder of a Bona Fide First Mortgage on any Lot, by the Association, any one or more of said persons acting jointly; provided, however, that any breach by reasons thereof shall not defeat or adversely affect the lien of a Bona Fide First Mortgage upon any Lot, but each and all said covenants, restrictions, reservations, conditions and servitudes may be enjoined, abated or remedied by appropriate proceedings, notwithstanding the lien or existence of any such Bona Fide First Mortgage. All instruments of conveyance or assignment of any interest in all or any part of the Property shall refer to this instrument and shall be subject to the covenants, restrictions, reservations, conditions and servitudes herein contained as fully as though this instrument were therein set forth in full; 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.

B. Invalidity. Invalidation of any of these covenants, restrictions, reservations, conditions and servitudes by judgment, court order, or otherwise shall in no way affect the validity of any of the other provisions of this Declaration, all of which shall remain in full force and effect.

C. Amendments. This Declaration may be amended during the period ending ten (10) years immediately following the date of the recording of this Declaration only by instrument executed by the Owners of at least seventy percent (70%) of the Lots, included within this Declaration, and such amendment shall not be effective until the recording of such instrument. Thereafter, this Declaration may be amended by instrument executed by the Owners of at least two-thirds (2/3) of the Lots, including or incorporated within this Declaration, and such amendment shall not be effective until the recording of such instrument.

D. Term. The covenants, conditions, restrictions, reservations, and servitudes of this Declaration, as the same may hereafter be amended in accordance with the terms hereof, shall remain in full force and effect for a term of twenty (20) years from and after the date of recording of this Declaration, from which time they shall be automatically renewed and extended for successive periods of ten (10) years each, unless terminated as of the end of such initial twenty (20) years or any successive ten (10) years within the six (6) month period immediately preceding the expiration of such initial period, or any renewal period, by an instrument of termination executed and acknowledged by the Owners of at least two-thirds of the Lots, including or incorporated with this Declaration, and recorded in the Office of the Gila County Recorder.

IN WITNESS WHEREOF, the Declarants, have executed this Declaration of Restrictions by the undersigned this 5th day of November, 1998.

Larry M. Hamman
Larry M. Hamman
As Trustee under Trust Agreement
dated the 9th day of July 1981

John M. Hamman
John M. Hamman

Alice M. Hamman
Alice M. Hamman
As Trustee under Trust
Agreement dated the 9th day of July, 1981

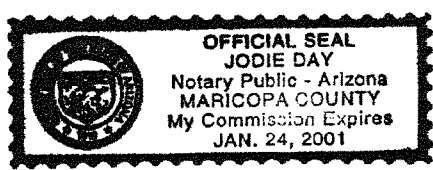
Linda Hamman
Linda Hamman

STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument was acknowledged before me this 5th day of November, 1998 by Larry M. Hamman and Alice M. Hamman.

Jodie Day
Notary Public

My Commission Expires:

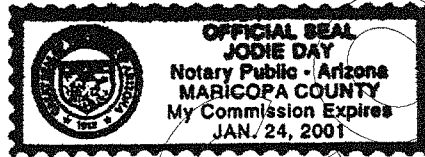


STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument was acknowledged before me this 5th day of November, 1998 by John M. Hamman and Linda Hamman.

Jodie Day
Notary Public

My Commission Expires:



Unofficial Copy

Map of roads maintained by the Association.

Unofficial Copy

EXHIBIT "A"

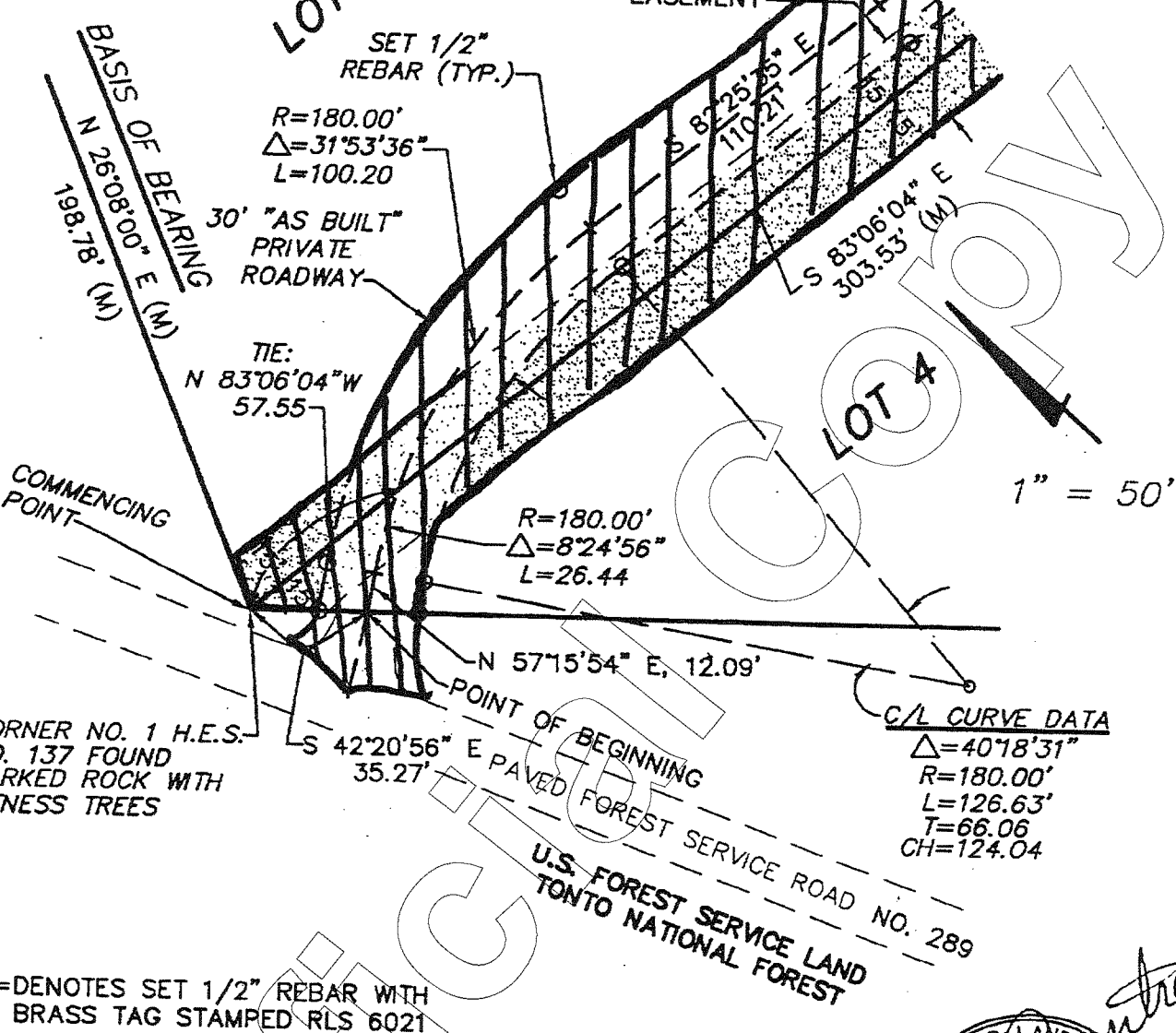
LOCATION OF RIGHTS OF WAY FOR ROADWAY MAINTENANCE BY
THE ASSOCIATION

Unofficial Copy

MAP NO. 86
 ROADWAY
 EASEMENT

LOT 3

LOT 4



1" = 50'

CORNER NO. 1 H.E.S. NO. 137 FOUND MARKED ROCK WITH WITNESS TREES

C/L CURVE DATA
 $\Delta = 40^\circ 18' 31''$
 $R = 180.00'$
 $L = 126.63'$
 $T = 66.06$
 $CH = 124.04$

U.S. FOREST SERVICE LAND
 TONTO NATIONAL FOREST
 U.S. FOREST SERVICE ROAD NO. 289

○ = DENOTES SET 1/2" REBAR WITH BRASS TAG STAMPED RLS 6021

PART OF:
 LOTS 1 THRU 12, TONTO RIM RANCH,
 A PORTION OF H.E.S. NO. 137 LYING
 IN SECTIONS 4 AND 9, T-11-N,
 R-12-E, GILA & SALT RIVER BASE
 & MERIDIAN, AS RECORDED IN
 MAP NO. 86 AND RECORD OF SURVEY
 MAP 1217. & 1217A, GILA COUNTY,
 ARIZONA RECORDS.

PREPARED BY OR
 UNDER THE
 DIRECTION OF:



J.W. KENT ROUNTREE: RLS
 L.S. #6021
 DATE: 12.7.1998

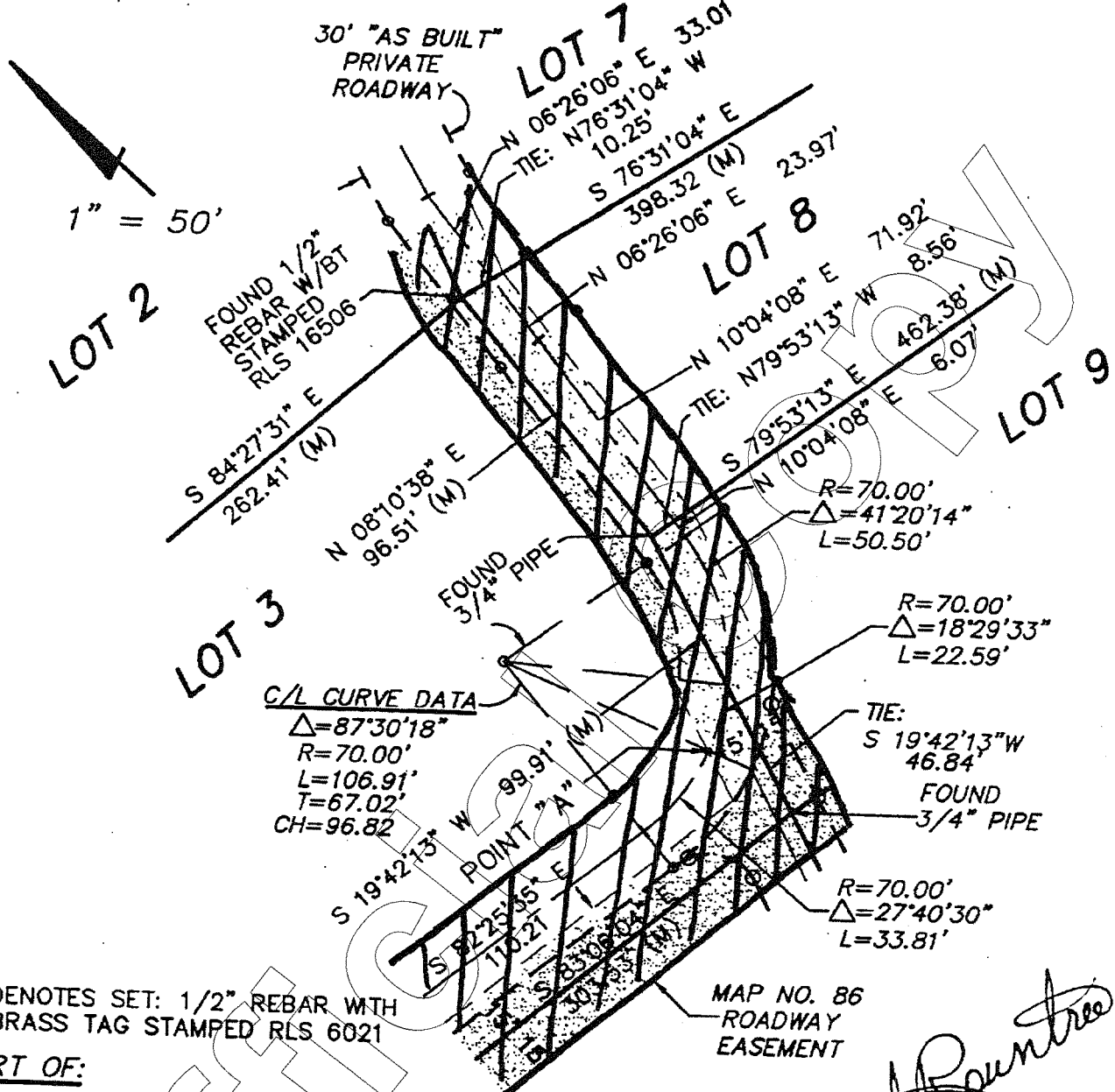
TITLE:
 30' "AS BUILT" PRIVATE
 ROADWAY AS RELATED TO
 MAP NO. 86 ROADWAY



HESS - ROUNTREE, INC.
 CONSULTING ENGINEERS & LAND SURVEYORS
 9831 SOUTH 61ST STREET, SUITE C110
 PHOENIX ARIZONA 85044 (602)496-0244

DES. JWKR	DRN. GSM	CKD. JWKR	JOB NO. 9011-03
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01103SKA.DWG



○=DENOTES SET: 1/2" REBAR WITH BRASS TAG STAMPED RLS 6021

PART OF:
 LOTS 1 THRU 12, TONTO RIM RANCH,
 A PORTION OF H.E.S. NO. 137 LYING
 IN SECTIONS 4 AND 9, T-11-N,
 R-12-E, GILA & SALT RIVER BASE
 & MERIDIAN, AS RECORDED IN
 MAP NO. 86 AND RECORD OF SURVEY
 MAP 1217 & 1217A, GILA COUNTY,
 ARIZONA RECORDS.

PREPARED BY OR UNDER THE DIRECTION OF:

J.W. KENT ROUNTREE: RLS
 L.S. #6021
 DATE: 12.7.1998

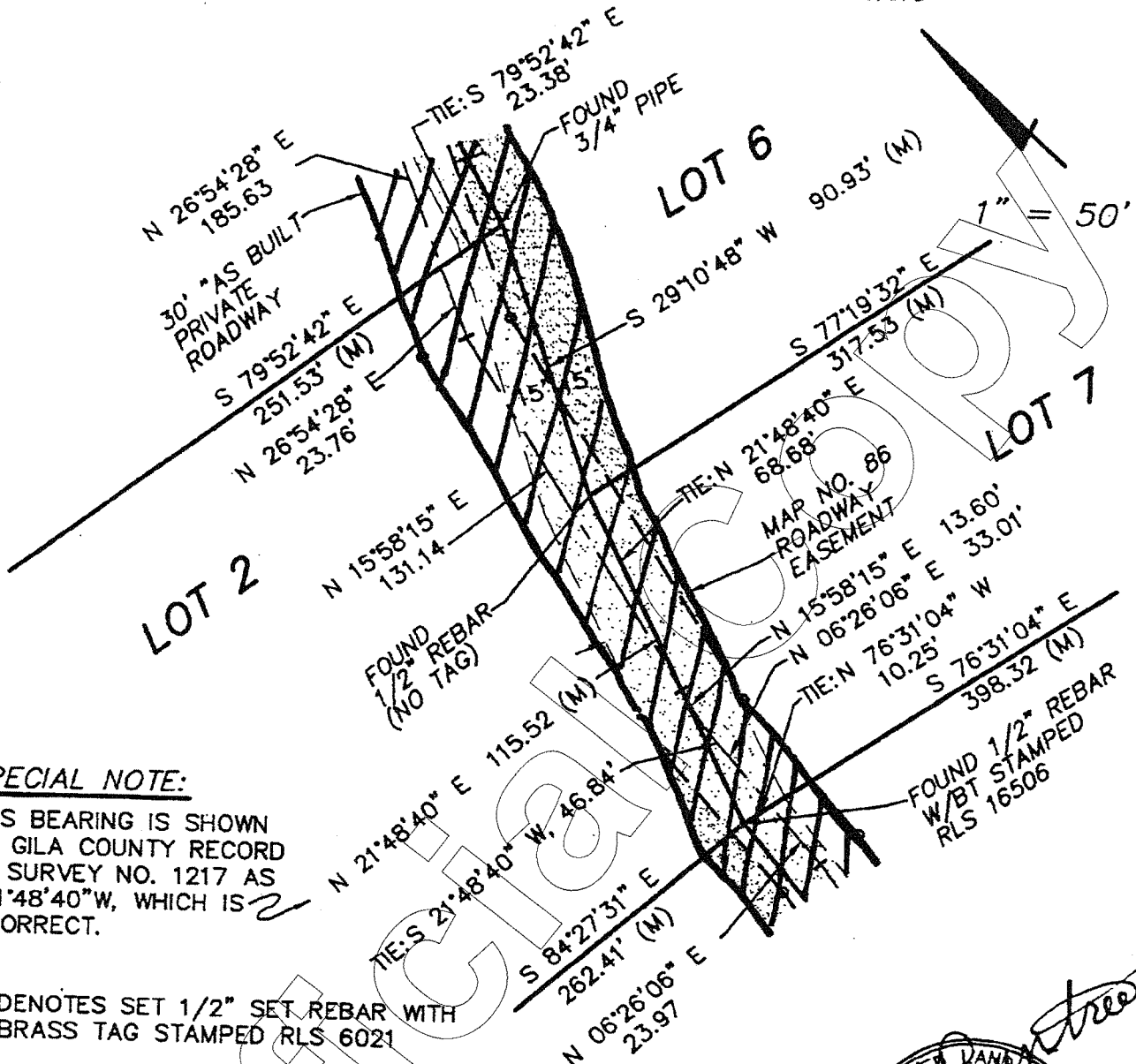


TITLE: 30' "AS BUILT" PRIVATE ROADWAY AS RELATED TO MAP NO. 86 ROADWAY			
DES. JWKR	DRW. GSM	CHKD. JWKR	JOB NO. 9011-03



HESS - ROUNTREE, INC.
 CONSULTING ENGINEERS & LAND SURVEYORS
 9851 SOUTH 51ST STREET, SUITE C110
 PHOENIX, ARIZONA 85044 (602)496-0244

01103SKB.DWG



SPECIAL NOTE:

THIS BEARING IS SHOWN ON GILA COUNTY RECORD OF SURVEY NO. 1217 AS N21°48'40"W, WHICH IS INCORRECT.

○ = DENOTES SET 1/2" SET REBAR WITH BRASS TAG STAMPED RLS 6021

PART OF:

LOTS 1 THRU 12, TONTO RIM RANCH, A PORTION OF H.E.S. NO. 137 LYING IN SECTIONS 4 AND 9, T-11-N, R-12-E, GILA & SALT RIVER BASE & MERIDIAN, AS RECORDED IN MAP NO. 86 AND RECORD OF SURVEY MAP 1217 & 1217A, GILA COUNTY, ARIZONA RECORDS.

PREPARED BY OR UNDER THE DIRECTION OF:

J.W. Kent Rountree



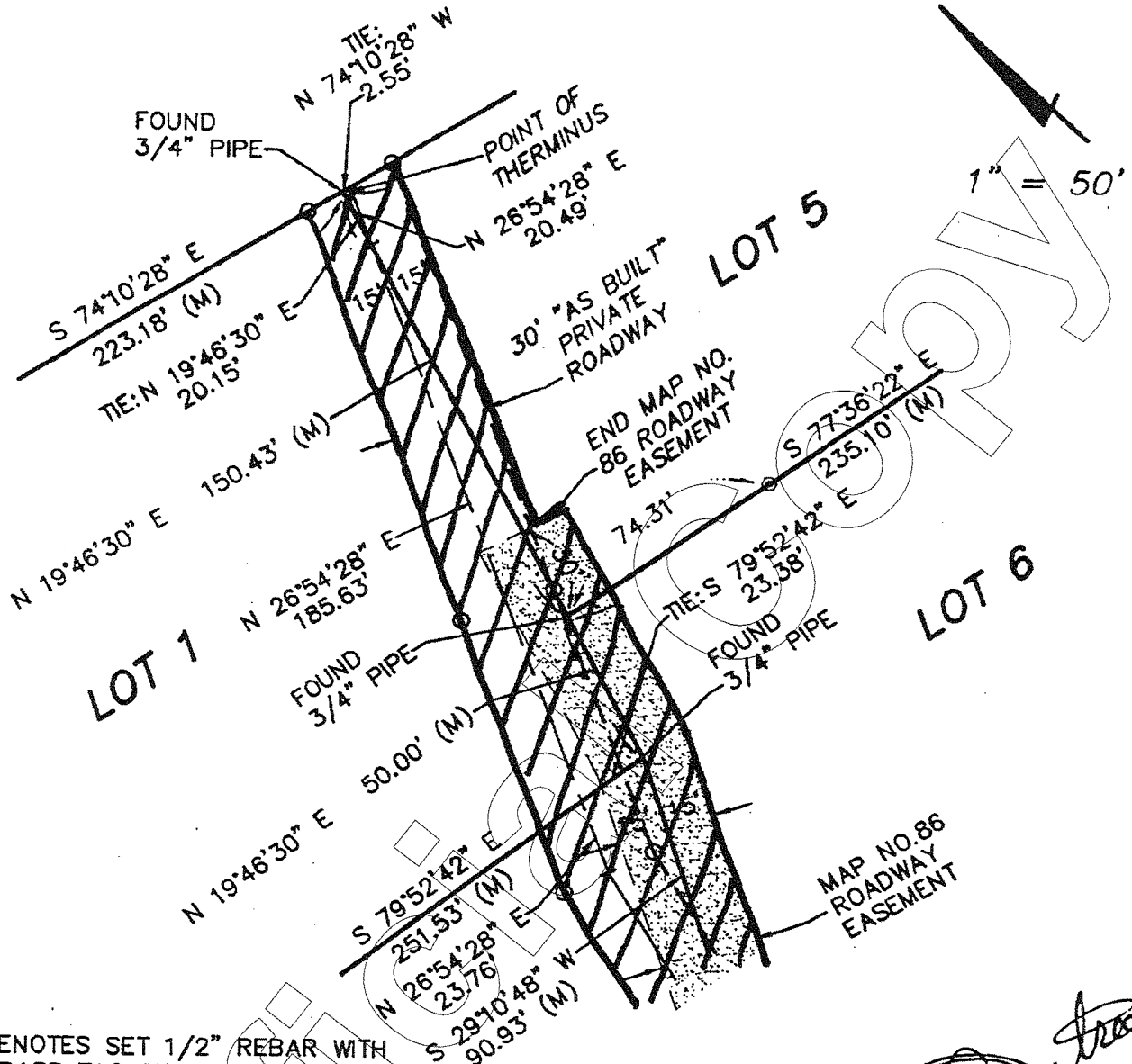
J.W. KENT ROUNTREE: RLS L.S. #6021
 DATE: 12-7-1998

TITLE: 30' "AS BUILT" PRIVATE ROADWAY AS RELATED TO MAP NO. 86 ROADWAY			
DES. JWKR	DRW. GSM	CHK. JWKR	JOB NO. 9011-03



HESS - ROUNTREE, INC.
 CONSULTING ENGINEERS & LAND SURVEYORS
 9821 SOUTH 61ST STREET, SUITE C110
 PHOENIX, ARIZONA 85044 (602)498-0244

017038XC.DWG



○ = DENOTES SET 1/2" REBAR WITH BRASS TAG STAMPED RLS 6021

PART OF:

LOTS 1 THRU 12, TONTO RIM RANCH, A PORTION OF H.E.S. NO. 137 LYING IN SECTIONS 4 AND 9, T-11-N, R-12-E, GILA & SALT RIVER BASE & MERIDIAN, AS RECORDED IN MAP NO. 86 AND RECORD OF SURVEY MAP 1217 & 1217A, GILA COUNTY, ARIZONA RECORDS.

PREPARED BY OR UNDER THE DIRECTION OF:

J.W. KENT ROUNTREE: RLS
 L.S. #6021
 DATE: 12.7.1998

J.W. Kent
 REGISTERED LAND SURVEYOR
 6021
 J.W. KENT
 ROUNTREE
 Date Signed 12.7.98
 ARIZONA U.S.A.

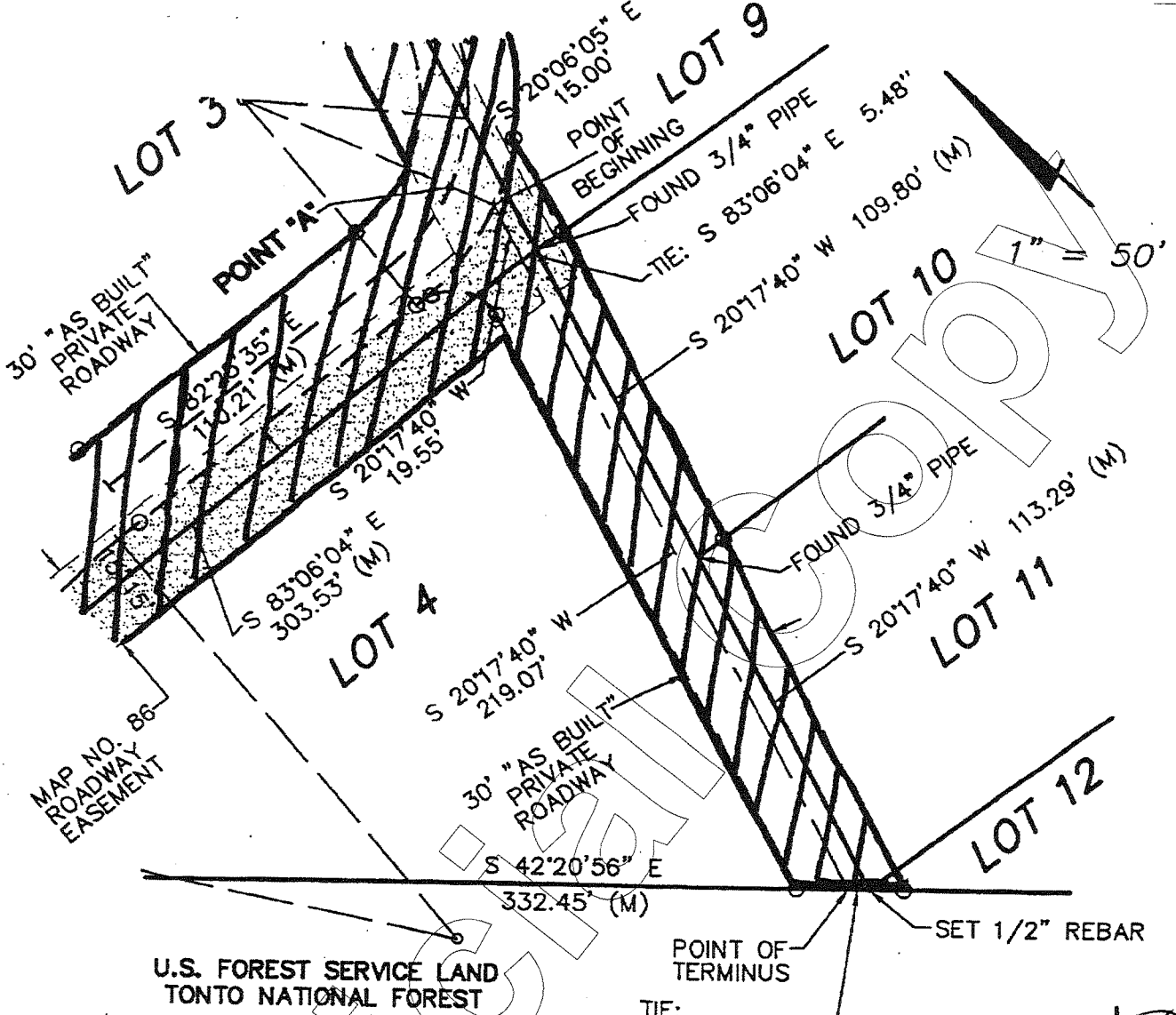
TITLE: 30° "AS BUILT" PRIVATE ROADWAY AS RELATED TO MAP NO. 86 ROADWAY



HESS - ROUNTREE, INC.
 CONSULTING ENGINEERS & LAND SURVEYORS
 9831 SOUTH 51ST STREET, SUITE C110
 PHOENIX, ARIZONA 85044 (602)496-0244

DES. JWKR	DRW. GSM	CHECKED. JWKR	JOB NO. 9011-03
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01103SKO.DWG



○=DENOTES SET 1/2" REBAR WITH BRASS TAG STAMPED RLS 6021

PART OF:

LOTS 1 THRU 12, TONTO RIM RANCH, A PORTION OF H.E.S. NO. 137 LYING IN SECTIONS 4 AND 9, T-11-N, R-12-E, GILA & SALT RIVER BASE & MERIDIAN, AS RECORDED IN MAP NO. 86 AND RECORD OF SURVEY MAP 1217 & 1217A, GILA COUNTY, ARIZONA RECORDS.

PREPARED BY OR UNDER THE DIRECTION OF:

J.W. KENT ROUNTREE: RLS L.S. #6021
 DATE: 12-7-1998

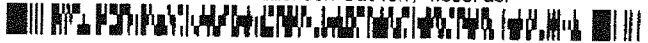


TITLE: 30' "AS BUILT" PRIVATE ROADWAY AS RELATED TO MAP NO. 86 ROADWAY			
DES. JWKR	DRAW. GSM	CHK. JWKR	JOB NO. 9011-03



HESS - ROUNTREE, INC.
 CONSULTING ENGINEERS & LAND SURVEYORS
 8831 SOUTH 51ST STREET, SUITE C110
 PHOENIX, ARIZONA 85044 (602)496-0244

01103SKR.DWG



When recorded return to:

W. Ralph Pew
Pew & Lake, PLC
1744 South Val Vista Drive
Suite 217
Mesa, AZ 85204



**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS, TONTO RIM RANCH, LOTS 1-12**

This First Amendment to the Declaration of Covenants, Conditions and Restrictions for the Tonto Rim Ranch subdivision is made this 30th day of August, 2012 ("First Amendment") by the undersigned Owners of Lots within the Tonto Rim Ranch subdivision, *Map # 86*,

WITNESSETH:

WHEREAS, on December 9, 1998 that certain Declaration of Covenants, Conditions and Restrictions for Tonto Rim Ranch, Lots 1-12, was recorded at Fee #1998-19573 in the Records of Gila County, Arizona ("Declaration"); and

WHEREAS, as the context requires, capitalized terms used in this First Amendment shall have the meanings provided in Section 2 of the Declaration; and

WHEREAS, the undersigned Owners certify that collectively they constitute more than two-thirds (2/3) of the Owners of Lots described in the Declaration; and

WHEREAS, the undersigned Owners desire to amend the Declaration as provided in Section 6(C) of the Declaration as set forth herein:

NOW THEREFORE, the Declaration is hereby amended as follows:

1. Section 3(A) is hereby amended by adding the following sentence at the end of Section 3(A):

"The Association is authorized and enabled to take any and all actions necessary, including the filing of a law suit, if necessary, to enforce the terms, conditions and provisions of this Declaration."

2. Section 4(A) is hereby amended by deleting the first sentence in its entirety and the following language shall become the new first sentence of Section 4(A):



“The officers and members of the Board of Directors of the Association shall constitute the Committee”

3. Section 4(B) is hereby amended by changing the word “not” to “no” on the fourth line and adding the following sentence at the beginning of Section 4(B):

“Upon receipt by the Committee of the plans and specifications referred to in this Section 4, the Committee will use its best efforts to distribute (via electronic mail) a copy of such plans and specifications to each Owner and solicit comments from the Owners concerning the plans and specifications asking that any comments, either positive or in opposition, be delivered to the Committee within seven (7) days of receipt of the plans and specifications by the Owners.”

4. Section 5(A) is hereby deleted in its entirety and the following language shall become the new amended Section 5(A):

5. General Restrictions Applicable to All Lots.

A. Land Use. No building or structure of any kind other than one (1) single family dwelling residence (“Residence”), a private garage not to exceed the capacity of three (3) cars, a guest house (“Guest House”) and other out buildings as approved by the Architectural Control Committee, and as are in compliance with the applicable governmental zoning code, shall be erected, maintained, placed or permitted on any Lot. No improvements may be commenced on any Lot without the appropriate building permits from the applicable governmental entity having been first obtained. A Guest House may not be completed prior to the completion of the Residence. Any Guest House, which may include a kitchen, shall be for the exclusive use of bona fide guests of the Owner or the occupants of the Residence or members of such occupant’s family.

(i) Prohibition on Rental of Single Family Dwelling Residence and Guest House.

Except as provided in Sections 5(A)(ii) and (iii) herein, the Residence and/or Guest House on a Lot shall not be rented for any economic benefit or any other type of financial gain. The prohibition on rental contained in this Section 5(A)(i) shall include the payment of rent in any form by guests with the Owner while the Owner is also occupying the Residence or Guest House.

(ii) Occupancy of Residence and/or Guest House by family, friends and guests for nominal consideration.

The rental prohibition described in Section 5(A)(i) herein shall not be applicable to the occupancy of the Residence and/or Guest House for nominal or no consideration to the Owner. The reference to nominal consideration shall mean an amount roughly equivalent to the cost of utilities, water, firewood, etc. for the duration of such occupancy.

(iii) Long term rental.

The rental prohibition provided for in Section 5(A)(i) herein shall not be applicable to the long-term rental of a Residence and/or Guest House. The reference to long-term rental shall mean the rental of the Residence and/or Guest House for more than one hundred twenty (120) consecutive days. The Owner of a Lot with a long-term tenant occupying the residence or Guest House pursuant to this Section 5(A)(iii) shall not allow the long-term tenant to sublease or otherwise authorize occupancy of the Residence or Guest House in violation of the rental prohibition in Section 5(A)(i). The long-range rental contract shall be in writing and shall contain language regarding the information contained in this Section 5(A)(iii).



- (iv) Notice of occupancy pursuant to Sections 5(A)(ii) and (iii).

Each Owner shall provide written notice by electronic mail or regular mail of occupancy of such Owner's Lot in accordance with Sections 5(A)(ii) and (iii). Such notice shall be sent to the officers of the Association as determined by the Association from time to time, at the latest available electronic mail and regular mail addresses, such notice shall be sent prior to the occupancy of the Residence or Guest House by those authorized under Sections 5(A)(ii) and (iii). The notice shall contain the contact and other information required on the notice form provided by the Association from time to time for occupancy use under Section 5(A)(ii) and a copy of the long-term rental contract and the required notice information for occupancy under Section 5(A)(iii).

- (v) Prohibition of all non-residential uses.

The Residence, Guest House, private garage and any portion of a Lot shall be used and occupied for strictly residential single-family dwelling purposes. Non-residential uses, including but not limited to, manufacturing, assembly of products, retail/wholesale commercial of any kind either for profit or not for profit shall be strictly prohibited on any Lot or portion thereof. The prohibition of all non-residential uses in this Section 5(A)(v) shall not apply to home-based business. For purposes of this Section 5(A)(v), a home-based business is a non-residential use of less than thirty percent (30%) of the livable square footage of the Residence or Guest House, no employees or independent contractors working in the Residence or Guest House that are not living in the Residence or Guest House and such business



has no customers, clients or suppliers
visiting the Residence or Guest House.

(vi) Prohibition on lot splits or resubdivision.

No Lot shall be split or resubdivided into smaller Lots than those Lots shown or delineated on the original recorded plat of the Tonto Rim Ranch subdivision. Two or more Lots may be combined into one unified Lot/tax parcel and utilized as one Lot for occupancy and improvement purposes. Nothing herein shall preclude the reconfiguration of any of the Lots provided that no new Lots are created (i.e. no more than 12 Lots total) and any such reconfiguration shall comply with the applicable governmental requirements and is approved by the Association.

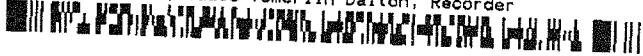
(vii) Penalty for occupancy violation.

Each Owner agrees to pay a minimum penalty to the Association in the amount of One Hundred Dollars (\$100) per day or more, as may be determined by the Association, from time to time, for each day of an occupancy violation under Sections 5(A)(ii) and/or (iii) and a use violation under Section 5(A)(v) herein. This penalty amount shall be subject to the collection and lien rights of the Association as provided in Section 3(E) of the Declaration.

5. Section 5(H) is hereby deleted in its entirety and the following language shall become the new amended Section 5(H):

(H) Signs. No signs other than those permitted by the applicable governmental sign ordinance for the sale or long-term rental, as defined in Section 5(A)(iii) herein, of a Residence or Guest House by an Owner, or his or her agent, shall be placed on any Lot or portion thereof.

IN WITNESS WHEREOF, the undersigned owners have executed this First Amendment on the date and year indicated by their signatures.



Lot 1:

Robert A. Corrette
Robert A. Corrette

Date: 9/6/12

Dorie J. Corrette
Dorie J. Corrette

Date: 9/6/12

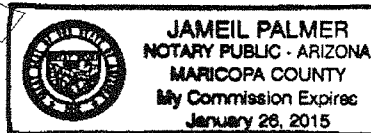
STATE OF ARIZONA)
)ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 6th day of September, 2012 by Robert A. Corrette and Dorie J. Corrette, husband and wife.

Jameil Palmer
Notary Public

My Commission Expires:

January 26, 2015



Unofficial Copy

Lot 2:

Susan McNamara
Susan McNamara

Date: 9/5/2012

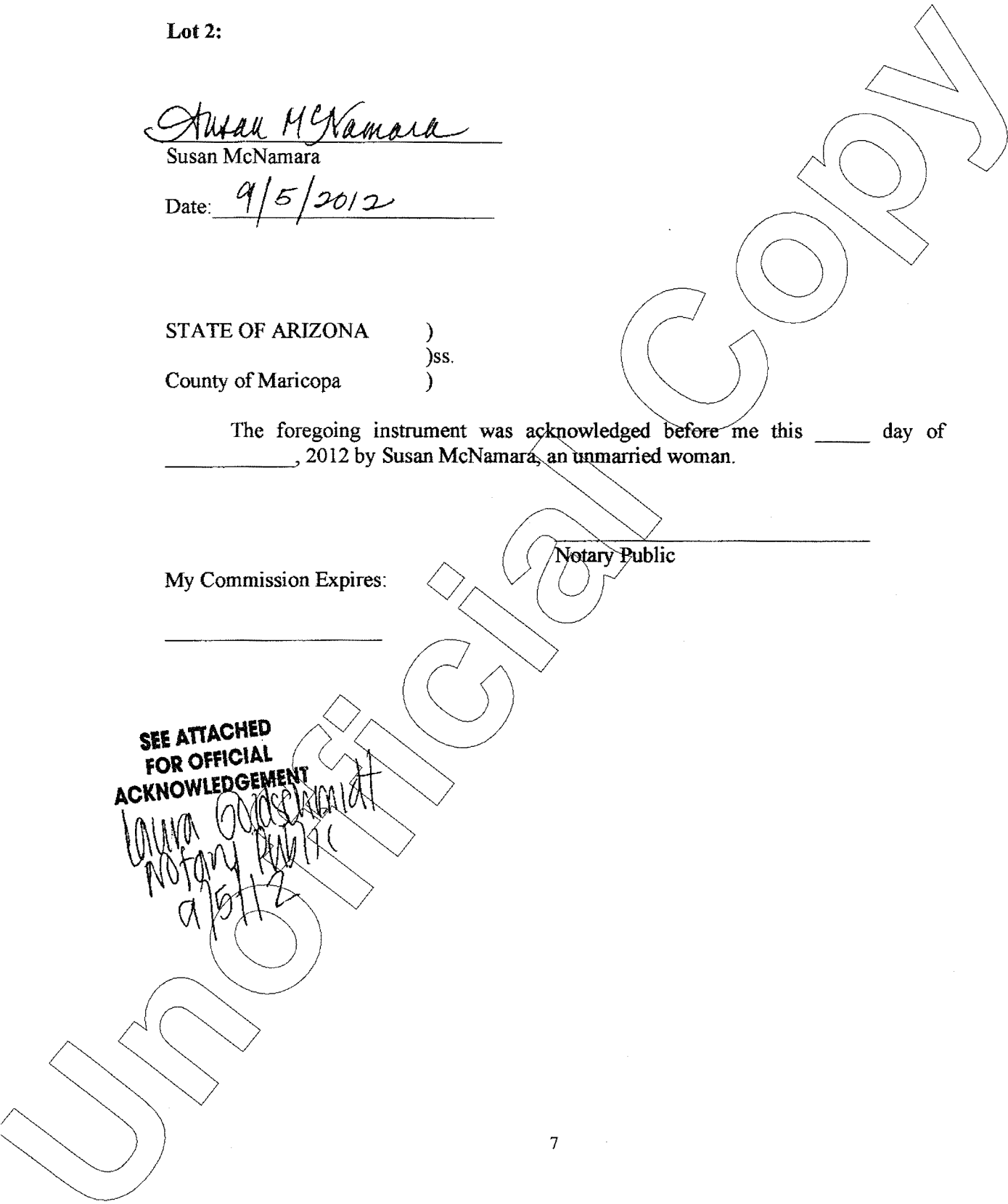
STATE OF ARIZONA)
)ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012 by Susan McNamara, an unmarried woman.

Notary Public
My Commission Expires:

SEE ATTACHED
FOR OFFICIAL
ACKNOWLEDGEMENT

*Laura Gaudin
Notary Public
9/5/12*





State of California)
County of San Diego)

CALIFORNIA JURAT

Subscribed and sworn to (or affirmed) before me on this 5th day
of September, 2012, by Susan McNamara

proved to me on the basis of satisfactory evidence to be the person(s)
who appeared before me.

Signature Laura Goldschmidt



(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.

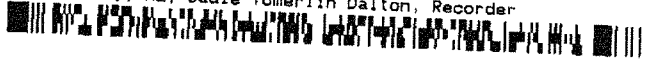
Description of Attached Document

This certificate is attached to a document titled/for the purpose of

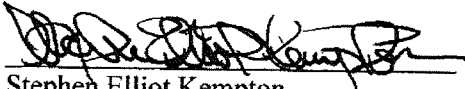
[Empty box for description of attached document]

containing _____ pages, and dated _____

Additional Information	
Method of Affiant Identification	
Proved to me on the basis of satisfactory evidence:	
<input type="radio"/>	form(s) of identification
<input type="radio"/>	credible witness(es)
Notarial event is detailed in notary journal on:	
Page # _____	Entry # _____
Notary contact: _____	
Other	
<input type="checkbox"/>	Affiant(s) Thumbprint(s)
<input type="checkbox"/>	Describe: _____

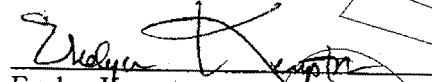


Lot 3:



Stephen Elliot Kempton

Date: 31 AUG 2012




Evelyn Kempton

Date: Aug 31, 2012

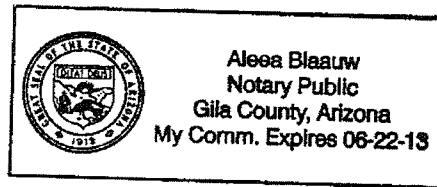
STATE OF ARIZONA)
)ss.
County of Maricopa Gila)

The foregoing instrument was acknowledged before me this 31st day of August, 2012 by Stephen Elliot Kempton and Evelyn Kempton, husband and wife.



Notary Public

My Commission Expires:
06/22/2013



Unofficial Copy



Lots 4, 10 and 11:

LOBA, L.L.C.,
An Arizona Limited Liability Company

By: Marjorie J. Duncan
Marjorie J. Duncan, as attorney-in-fact
for Richard B. Duncan, Jr., Manager

By: Marjorie J. Duncan
Marjorie J. Duncan, Member

Date: 12/20/12

STATE OF ARIZONA)
)ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 20th day of December, 2012 by Marjorie J. Duncan, as attorney-in-fact for Richard B. Duncan, Jr., Manager of LOBA, L.L.C., an Arizona limited liability company, on behalf of the limited liability company and Marjorie J. Duncan, as Member of LOBA, L.L.C., an Arizona limited liability company, on behalf of the limited liability company.

Ramal Ciruli

Notary Public

My Commission Expires:





Lot 5: THIS PAGE INTENTIONALLY LEFT UNSIGNED

Eric Lira

Patricia Lira

Date:

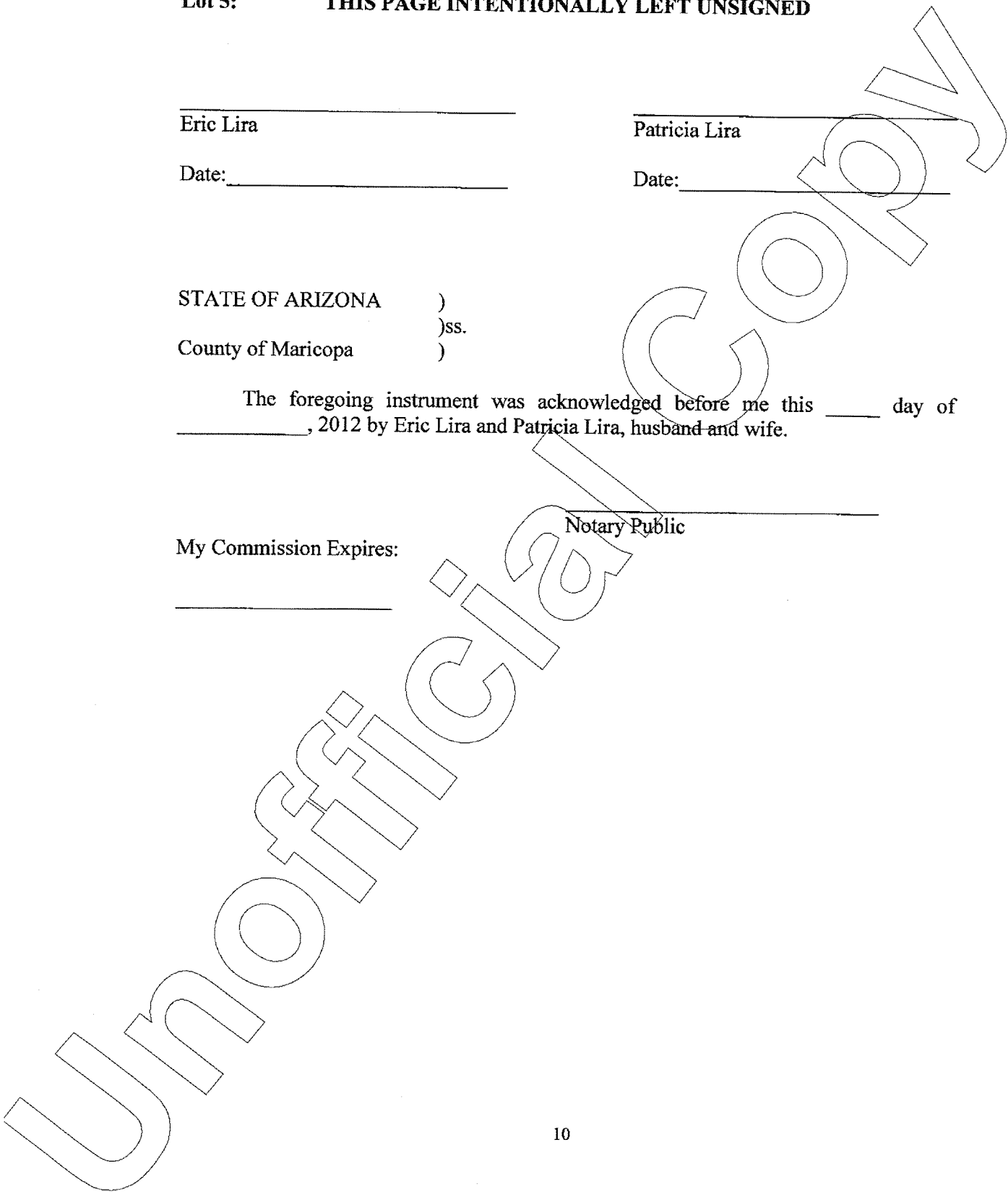
Date:

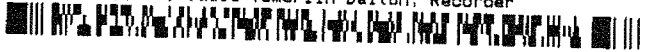
STATE OF ARIZONA)
)ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012 by Eric Lira and Patricia Lira, husband and wife.

My Commission Expires:

Notary Public

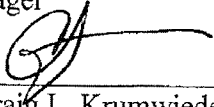




Lot 6:

TONTO RIM RANCH, L.L.C.,
An Arizona Limited Liability Company

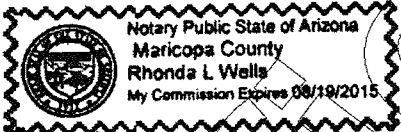
By: Harvard Investments, Inc.,
A Nevada Corporation,
Its: Manager

By: 
Craig L. Krumwiede, President

Date: 9-21-12

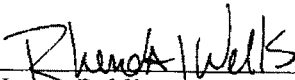
STATE OF ARIZONA)
)ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 21st day of September, 2012 by Craig L. Krumwiede, President of Harvard Investments, Inc., a Nevada corporation, as Manager of Tonto Rim Ranch, L.L.C., an Arizona limited liability company, on behalf of the limited liability company.



My Commission Expires:

8-19-2015


Notary Public



Lot 7: THIS PAGE INTENTIONALLY LEFT UNSIGNED

Ronald J. Bitterli

Therese S. Fontaine

Date: _____

Date: _____

STATE OF ARIZONA)
)ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012 by Ronald J. Bitterli, an unmarried man, and Therese S. Fontaine, an unmarried woman.

My Commission Expires:

Notary Public

Unofficial Copy

Lots 8 and 9:

J8M Investments, L.L.C.,
An Arizona Limited Liability Company

By: James R. Michaud
James R. Michaud, Member/Manager

By: Judy B. Michaud
Judy B. Michaud, Member/Manager

Date: 9-18/12

Date: 9/18/12

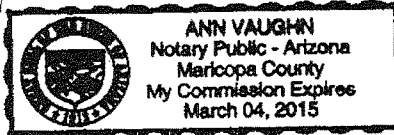
STATE OF ARIZONA)
)ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 8 day of September 2012 by James R. Michaud, Member/Manager, and Judy B. Michaud, Member/Manager of J8M Investments, L.L.C., an Arizona limited liability company, on behalf of the limited liability company.

Ann Vaughn
Notary Public

My Commission Expires:

3-4-2015





Lot 12:

Michaud Living Trust dated January 15, 1999

By: James R. Michaud
James R. Michaud, Trustee

By: Judy B. Michaud
Judy B. Michaud, Trustee

Date: 9-8-12

Date: 9-8-12

STATE OF ARIZONA)
)ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 8 day of September, 2012 by James R. Michaud and Judy B. Michaud, Trustees of the Michaud Living Trust dated January 15, 1999, on behalf of the Trust.

Ann Vaughn
Notary Public

My Commission Expires:
3-4-2015

