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DOCKET 476 PAGE 561

STATE OF ARIZONA, County of Gila, ss:
 I do hereby certify that the within instrument was filed and recorded at request of D. H. Standage
 Date June 28, 1979 Time 11:00 A. M., Docket 476 Official Records Page 561-564
 Records of Gila County, Arizona.
 WITNESS my hand and official seal the day and year first above written.
D. H. Standage MARY V. DE PAOLI, County Recorder
11 South Miller By Kathryn A. Elowitz Deputy.
Mesa, Arizona 85204
 INDEXED
 PAGED

DECLARATION OF RESTRICTIONS

This declaration is made this 16th day of May, 1979, by Douglas H. Standage and Elizabeth R. Standage, his wife, and Standage Ventures, Inc., a corporation, hereinafter called 'Declarants', as present owners of the first beneficial interest in trust No. 1908 of the Title Insurance Company of Minnesota, a Minnesota corporation, being properly authorized so to act by terms of the trust, and the Title Insurance Company of Minnesota, as trustee thereunder, hereinafter called 'Trustee', solely as bare legal title holder and not personally and acting at the proper direction of said beneficiary-'Declarants', execute this Declaration of Reservations, Covenants, Conditions and Restrictions, to run with the real property herein described for the purposes as hereinafter set forth.

Lots 167 thru 255, inclusive, TONTO VILLAGE 3, according to the Official Plat on file in the Office of the County Recorder of Gila County, Arizona, in Map File _____, Map No. 565 & 565-A thereof;

and desiring to establish the nature of the use and enjoyment thereof, do hereby declare said premises subject to the following express covenants, stipulations and restrictions, as to the use and enjoyment thereof, all of which are to be construed as restrictive covenants running with the title to said premises and with each and every part and parcel thereof, to-wit:

All of said lots contained in TONTO VILLAGE 3, shall be known and described as residential building lots, except such tracts as are reserved for utility water company purposes, to-wit: Tracts A and B thereof.

No temporary quarters such as tents, campers, or trailers may be used upon said lots except during the period pending building or preliminary to construction which shall not exceed two years.

No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling and a private garage.

A residential dwelling may consist of either a building, to be erected or placed upon any lot, consisting of a minimum of six hundred (600) square feet of living area, excluding roof overhang, attached garage and carport,

OR

A Mobile Home containing six hundred (600) square feet of living area, excluding roof overhang of a cabana, attached garage and carport, placed upon any lot as and for a permanent dwelling.

The front walls of any building erected on any of the lots in said subdivision shall not be nearer than twenty (20) feet to the front property line and the side walls of any such building shall not be nearer than ten (10) feet to the side and rear property lines.

None of said lots shall be resubdivided into smaller lots or conveyed in less than the original dimensions of such lots as shown by the recorded plat.

All tracts reserved for water company and public utilities are excepted from building and set back requirements.

PURSUANT TO SEC. 301 (c), TITLE VII OF THE CIVIL RIGHTS ACT OF 1968, 42 USC 3601, ET SEQ. RESTRICTIONS IF ANY, BASED ON RACE, COLOR, RELIGION OR ORIGIN ARE DELETED OR OMITTED.

All refuse must be placed in containers and removed to approved dumping grounds. Lot owners must comply with all sanitation requirements of the State and County Health Departments. None of said lots shall be used for residential purposes prior to the installation of water flush toilets and all bathrooms, toilets and sanitary conveniences shall be inside the buildings permitted hereunder. Such toilets shall be connected to a septic tank and leach lines or cesspool, as approved by the State and County Health Departments, in such a manner as will not be a health hazard. There shall not be allowed any outside portable lavatories, outside toilets or open plumbing.

Lot owners must comply with all safety and sanitation requirements of the public utility companies serving said subdivision and respect the easements owned by said companies. All utility meter deposits must be paid prior to receiving utility service as required by the Public Utilities Division of the Arizona Corporation Commission.

No livestock or animals, except household pets shall be kept on any of said lots.

No motor vehicle which is under repair or not in operating condition, shall be placed or permitted to remain on the street, or streets, or any portion of any lot or lots, unless it is within an enclosed garage or other structure.

If there shall be a violation or threatened or attempted violation of any of the said covenants, stipulations, or restrictions, it shall be lawful for any person or persons owning any real property situated in said lots 167 through 255, inclusive, TONTO VILLAGE 3, to prosecute proceedings at law or in equity against the person or persons violating or attempting to violate or threatening to violate any such covenants or restrictions, and either to prevent them from doing so or to recover damages or other dues for such violations.

The foregoing restrictions and covenants run with the land and shall be binding on all persons owning any of the lots in TONTO VILLAGE 3 until May 11, 1969, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, (provided however, that said covenants may at any time be changed in whole or in part or revoked in their entirety by a vote of the owners of a majority of lots.)

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 part 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 or contract now of record or which hereafter may be placed of record upon said lots.

In validation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Each party who acquires any interest in all or part of the property described herein further agrees, that upon such acquisition of any interest in all or part of this real property,

said acquiring party does not have nor shall exert any right or claim against the Trustee herein for any breach or failure of trustee to enforce all or part of the covenants, conditions and restrictions set forth herein.

IN WITNESS WHEREOF the Declarants and Trustee have caused this instrument to be executed the date hereinbefore set forth.

DECLARANTS:

Douglas H. Standage
Douglas H. Standage

Elizabeth R. Standage
Elizabeth R. Standage

STANDAGE VENTURES, Inc. a corporation

By George S. Standage
President

Douglas H. Standage, Secy-Treas.
Secretary-Treasurer

TRUSTEE:

TITLE INSURANCE COMPANY OF MINNESOTA, a Minnesota corporation

By [Signature]
Trust Officer

STATE OF ARIZONA)
: ss.
County of Maricopa)

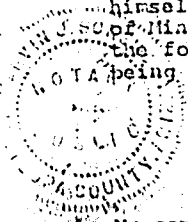
The foregoing instrument was acknowledged before me this 16th day of May, 1979, by Douglas H. Standage, Elizabeth R. Standage, and also by George S. Standage and Douglas H. Standage, who acknowledged themselves to be the President and Secretary - Treasurer, respectively of Standage Ventures, Inc., a corporation and that they executed the foregoing document on behalf of the said corporation, authorized so to do for the purposes therein expressed.

[Signature]
Notary Public

My commission expires: 6/1/81

STATE OF ARIZONA)
 : ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this
15th day of May, 1979, by Jerome H. Levy, who acknowledged
himself to be a Trust Officer of the Title Insurance Company
of Minnesota, a Minnesota Corporation, and that he executed
the foregoing document on behalf of the said corporation,
being authorized so to do for the purposes therein expressed.



[Handwritten Signature]
Notary Public

My commission expires: 6/11/81

AMENDED DECLARATION OF RESTRICTIONS

8TH This amended declaration of restrictions is made this day of JANUARY... 1988, By Douglas H. Standage and Elizabeth R. Standage, his wife, and Standage Ventures, Inc., a corporation, as present owners of the first beneficial interest in trust No. 1908 of the Title Insurance Company of Minnesota, a Minnesota corporation, being properly authorized so to act by terms of the trust, and the Founders Title Company, an Arizona Corporation, successor in interest to the Title Insurance Company of Minnesota, as trustee thereunder, hereinafter referred to as 'Successor Trustee', solely as bare legal title holder and not personally and acting at the proper direction of said Douglas H. Standage, Elizabeth R. Standage and Standage Ventures, Inc., and certain owners of lots hereinafter set forth and described opposite their signatures affixed hereto, all hereinafter called 'Declarants' and all constituting the owners of more than a majority of the lots of Tonto Village 3, a subdivision of Gila County, Arizona, do hereby execute this Amended Declaration of Reservations, Covenants, Conditions and Restrictions, to run with the real property herein described for the purposes hereinafter set forth:

Tracts A and B, and Lots 167 thru 255, inclusive, TONTO VILLAGE 3 according to the Official Plat on file in the Office of the County Recorder of Gila County, Arizona, in Map File as Map No. 565 & 565A thereof;

and desiring to establish the nature of the use and enjoyment thereof, do hereby declare said premises subject to the following express covenants, stipulations and restrictions, as to the use and enjoyment thereof, all of which are to be construed as restrictive covenants running with the title to said premises and with each and every part and parcel thereof, to-wit:

All of said lots contained in TONTO VILLAGE 3, shall be known and described as residential building lots, except such tracts and lots as are reserved for utility water company purposes, to-wit: Tract A, Tract B, and Lot 224 thereof, which may be used for utility, or residential purposes, or both.

No temporary quarters such as tents, campers, or trailers may be used upon said lots except during the period pending building or preliminary to construction which shall not exceed two years.

No lot shall be used except for residential purposes or for utility purposes as herein provided. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling and a private garage.

A residential dwelling may consist of either a building, to

be erected or placed upon any lot, consisting of a minimum of six hundred (600) square feet of living area, excluding roof overhang, attached garage and carport,

OR

A Mobile Home containing six hundred (600) square feet of living area, excluding roof overhang of a cabana, attached garage and carport, placed upon any lot as and for a permanent dwelling.

The front walls of any building erected on any of the lots in said subdivision shall not be nearer than twenty (20) feet to the front property line and the side walls of any such building shall not be nearer than ten (10) feet to the side and rear property lines.

None of said lots shall be resubdivided into smaller lots or conveyed in less than the original dimensions of such lots as shown by the recorded plat.

All tracts reserved for water company and public utilities are excepted from building and set back requirements.

All refuse must be placed in containers and removed to approved dumping grounds. Lot owners must comply with all sanitation requirements of the State and County Health Departments. None of said lots shall be used for residential purposes prior to the installation of water flush toilets and all bathrooms, toilets and sanitary conveniences shall be inside the buildings permitted hereunder. Such toilets shall be connected to a septic tank and leach lines or cesspool, as approved by the State and County Health Departments, in such a manner as shall not be a health hazard. There shall not be allowed any outside portable lavatories, outside toilets or open plumbing.

Lot owners must comply with all safety and sanitation requirements of the public utility companies serving said subdivision and respect the easements owned by said companies. All meter deposits must be paid prior to receiving utility services as required by the Public Utilities Division of the Arizona Corporation Commission.

No livestock or animals, except household pets shall be kept on any of said lots.

No motor vehicle which is under repair or not in operating condition shall be placed or permitted to remain on the street or streets, or any portion of any lot or lots, unless it is within an enclosed garage or other structure.

IF there shall be a violation or threatened or attempted violation of any of the said covenants, stipulations, or restrictions, it shall be lawful for any person or persons owning any real property situated in any of the lots or tracts of Tonto Village 3, to prosecute proceedings at law or in equity against the person or persons