

DATE: JUNE 28, 1979 TIME: 12:00 A.M. FILED
 COUNTY: GILA COUNTY, ARIZONA
 BOOK: 118-667 PAGE: 667
 BY: [Signature]

TONTO VILLAGE 3

A SUBDIVISION OF A PORTION OF
 "HOMESTEAD" ENTRY SURVEY NO. 132
 LOCATED IN THE TONTO NATIONAL FOREST
 IN T. 11 N., R. 14 E., G. 4 S. R. 2 M.
 GILA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA }
 COUNTY OF MARICOPA } SS
 I, [Signature], County Recorder, do hereby certify that the following is a true and correct copy of the original as recorded in my office on the date and at the time hereinafter stated.
 TO WIT: THE ORIGINAL COPY OF THE FOREGOING WAS FILED IN MY OFFICE ON THE 28th DAY OF JUNE, 1979, AT 12:00 P.M., AND WAS RECORDED IN BOOK 118-667, PAGE 667.

ACKNOWLEDGEMENT

I, [Signature], do hereby acknowledge that the foregoing is a true and correct copy of the original as recorded in my office on the date and at the time hereinafter stated.
 TO WIT: THE ORIGINAL COPY OF THE FOREGOING WAS FILED IN MY OFFICE ON THE 28th DAY OF JUNE, 1979, AT 12:00 P.M., AND WAS RECORDED IN BOOK 118-667, PAGE 667.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND OFFICIAL SEAL, AT PHOENIX, ARIZONA, THIS 28th DAY OF JUNE, 1979.

BY: [Signature] COUNTY RECORDER

NOTE: ALL PURCHASERS OF LOTS IN THIS SUBDIVISION SHALL BE REQUIRED TO COMPLY WITH THE RESTRICTIONS AND EASEMENTS SET FORTH IN THE INSTRUMENTS WHICH DEFINE THE BOUNDARIES OF THE LOTS.

BASIS OF BEARINGS

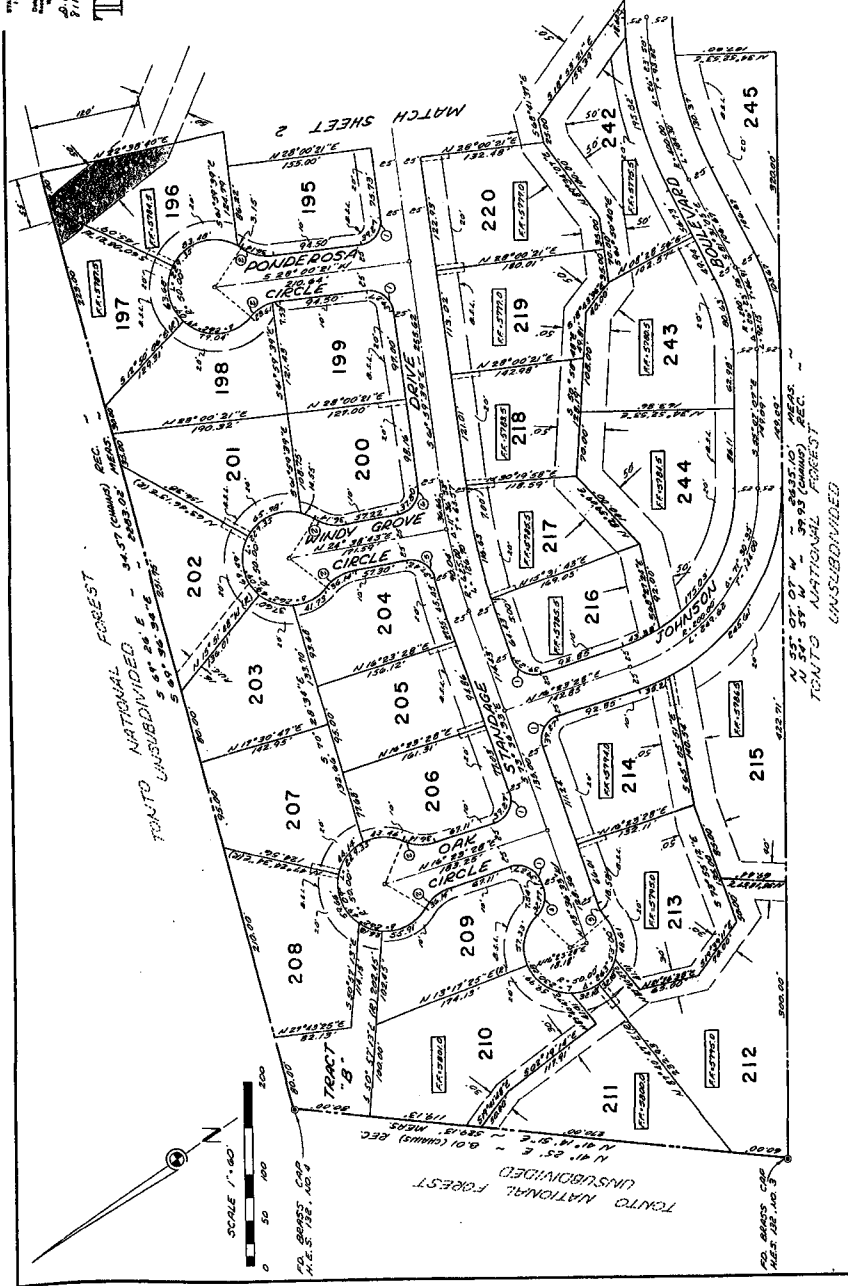
ALL BEARINGS AND DISTANCES ARE BASED UPON THE ASSUMPTION THAT THE EARTH IS FLAT AND THAT THE CURVATURE OF THE EARTH IS NEGLIGIBLE. ALL BEARINGS ARE GIVEN AS TRUE BEARINGS.

RESTRICTION: ANY UPGRADING OR IMPROVING OF THIS ROAD SYSTEM WITHIN THE SUBDIVISION SHALL BE PAID FOR BY THE LOT OWNER ON A PERMANENT BASIS.

GILA COUNTY WILL NOT PAY FOR ANY ROAD IMPROVEMENTS.

SHEET 1 OF 2

PREPARED: JUNE 15, 1979
 HOWARD R. STANGOR, P.E.
 PROFESSIONAL CIVIL ENGINEER
 424 EAST MARSHALLS ROAD
 PHOENIX, ARIZONA 85004



CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND MEASUREMENTS WERE MADE UNDER MY SUPERVISION DURING THE MONTH OF JUNE, 1979.

BY: [Signature] REGISTERED CIVIL ENGINEER

CURVE DATA	DELTA	LENGTH	TRUSEN
1	25.00	90.00	38.27
2	50.00	177.23	74.54
3	50.00	177.23	74.54
4	50.00	177.23	74.54
5	25.00	90.00	38.27
6	25.00	90.00	38.27

APPROVALS

APPROVED BY THE SUPERINTENDENT OF STREETS OF GILA COUNTY, ARIZONA ON THIS 28th DAY OF JUNE, 1979.

BY: [Signature] SUPERINTENDENT OF STREETS

APPROVED BY THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA ON THIS 28th DAY OF JUNE, 1979.

BY: [Signature] BOARD OF SUPERVISORS

ATTEST: [Signature] CLERK

LEGEND

INDICATES CORNERS OF THIS SUBDIVISION AND ADJACENT SUBDIVISIONS.

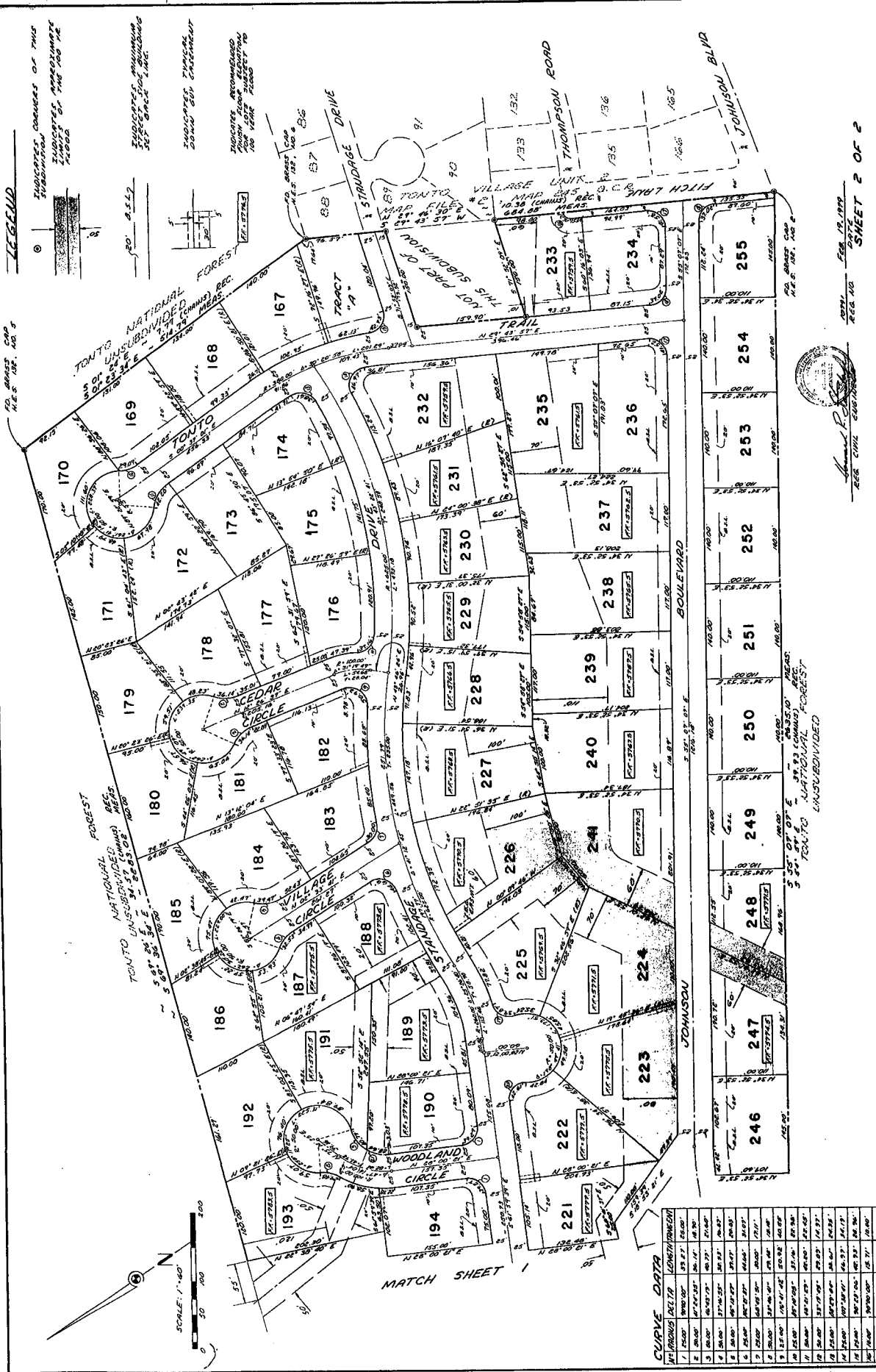
INDICATES APPROPRIATE LIMITS OF THE 100' W.C. FLOOR.

INDICATES MINIMUM STREET SIDE BUILDING SET BACK LINE.

INDICATES TRUNCATED CORNER EASEMENT.

INDICATES RECORDED EASEMENTS AND RIGHTS OF WAY SUBJECT TO ANY FLOOD.

FOR RECD. RESTRICTIONS SEE DAT 476 PAGES 661-667 EXCLUDING GILA COUNTY RECORDS.



TONTO VILLAGE 3

HOWARD R. STANDAGE, P.E.
 PROFESSIONAL CIVIL ENGINEER
 NO. 27001
 REG. NO. 4622049
 EXP. 03/31/2024

DATE: FEB. 12, 1999
 SHEET 2 OF 2

CURVE DATA

STATION	PC	PT	PI	TS	STATION	PC	PT	PI	TS
1	100.00	100.00	100.00	100.00	11	100.00	100.00	100.00	100.00
2	100.00	100.00	100.00	100.00	12	100.00	100.00	100.00	100.00
3	100.00	100.00	100.00	100.00	13	100.00	100.00	100.00	100.00
4	100.00	100.00	100.00	100.00	14	100.00	100.00	100.00	100.00
5	100.00	100.00	100.00	100.00	15	100.00	100.00	100.00	100.00
6	100.00	100.00	100.00	100.00	16	100.00	100.00	100.00	100.00
7	100.00	100.00	100.00	100.00	17	100.00	100.00	100.00	100.00
8	100.00	100.00	100.00	100.00	18	100.00	100.00	100.00	100.00
9	100.00	100.00	100.00	100.00	19	100.00	100.00	100.00	100.00
10	100.00	100.00	100.00	100.00	20	100.00	100.00	100.00	100.00
11	100.00	100.00	100.00	100.00	21	100.00	100.00	100.00	100.00
12	100.00	100.00	100.00	100.00	22	100.00	100.00	100.00	100.00
13	100.00	100.00	100.00	100.00	23	100.00	100.00	100.00	100.00
14	100.00	100.00	100.00	100.00	24	100.00	100.00	100.00	100.00
15	100.00	100.00	100.00	100.00	25	100.00	100.00	100.00	100.00
16	100.00	100.00	100.00	100.00	26	100.00	100.00	100.00	100.00
17	100.00	100.00	100.00	100.00	27	100.00	100.00	100.00	100.00
18	100.00	100.00	100.00	100.00	28	100.00	100.00	100.00	100.00
19	100.00	100.00	100.00	100.00	29	100.00	100.00	100.00	100.00
20	100.00	100.00	100.00	100.00	30	100.00	100.00	100.00	100.00
21	100.00	100.00	100.00	100.00	31	100.00	100.00	100.00	100.00
22	100.00	100.00	100.00	100.00	32	100.00	100.00	100.00	100.00
23	100.00	100.00	100.00	100.00	33	100.00	100.00	100.00	100.00
24	100.00	100.00	100.00	100.00	34	100.00	100.00	100.00	100.00
25	100.00	100.00	100.00	100.00	35	100.00	100.00	100.00	100.00
26	100.00	100.00	100.00	100.00	36	100.00	100.00	100.00	100.00
27	100.00	100.00	100.00	100.00	37	100.00	100.00	100.00	100.00
28	100.00	100.00	100.00	100.00	38	100.00	100.00	100.00	100.00
29	100.00	100.00	100.00	100.00	39	100.00	100.00	100.00	100.00
30	100.00	100.00	100.00	100.00	40	100.00	100.00	100.00	100.00
31	100.00	100.00	100.00	100.00	41	100.00	100.00	100.00	100.00
32	100.00	100.00	100.00	100.00	42	100.00	100.00	100.00	100.00
33	100.00	100.00	100.00	100.00	43	100.00	100.00	100.00	100.00
34	100.00	100.00	100.00	100.00	44	100.00	100.00	100.00	100.00
35	100.00	100.00	100.00	100.00	45	100.00	100.00	100.00	100.00
36	100.00	100.00	100.00	100.00	46	100.00	100.00	100.00	100.00
37	100.00	100.00	100.00	100.00	47	100.00	100.00	100.00	100.00
38	100.00	100.00	100.00	100.00	48	100.00	100.00	100.00	100.00
39	100.00	100.00	100.00	100.00	49	100.00	100.00	100.00	100.00
40	100.00	100.00	100.00	100.00	50	100.00	100.00	100.00	100.00
41	100.00	100.00	100.00	100.00	51	100.00	100.00	100.00	100.00
42	100.00	100.00	100.00	100.00	52	100.00	100.00	100.00	100.00
43	100.00	100.00	100.00	100.00	53	100.00	100.00	100.00	100.00
44	100.00	100.00	100.00	100.00	54	100.00	100.00	100.00	100.00
45	100.00	100.00	100.00	100.00	55	100.00	100.00	100.00	100.00
46	100.00	100.00	100.00	100.00	56	100.00	100.00	100.00	100.00
47	100.00	100.00	100.00	100.00	57	100.00	100.00	100.00	100.00
48	100.00	100.00	100.00	100.00	58	100.00	100.00	100.00	100.00
49	100.00	100.00	100.00	100.00	59	100.00	100.00	100.00	100.00
50	100.00	100.00	100.00	100.00	60	100.00	100.00	100.00	100.00
51	100.00	100.00	100.00	100.00	61	100.00	100.00	100.00	100.00
52	100.00	100.00	100.00	100.00	62	100.00	100.00	100.00	100.00
53	100.00	100.00	100.00	100.00	63	100.00	100.00	100.00	100.00
54	100.00	100.00	100.00	100.00	64	100.00	100.00	100.00	100.00
55	100.00	100.00	100.00	100.00	65	100.00	100.00	100.00	100.00
56	100.00	100.00	100.00	100.00	66	100.00	100.00	100.00	100.00
57	100.00	100.00	100.00	100.00	67	100.00	100.00	100.00	100.00
58	100.00	100.00	100.00	100.00	68	100.00	100.00	100.00	100.00
59	100.00	100.00	100.00	100.00	69	100.00	100.00	100.00	100.00
60	100.00	100.00	100.00	100.00	70	100.00	100.00	100.00	100.00
61	100.00	100.00	100.00	100.00	71	100.00	100.00	100.00	100.00
62	100.00	100.00	100.00	100.00	72	100.00	100.00	100.00	100.00
63	100.00	100.00	100.00	100.00	73	100.00	100.00	100.00	100.00
64	100.00	100.00	100.00	100.00	74	100.00	100.00	100.00	100.00
65	100.00	100.00	100.00	100.00	75	100.00	100.00	100.00	100.00
66	100.00	100.00	100.00	100.00	76	100.00	100.00	100.00	100.00
67	100.00	100.00	100.00	100.00	77	100.00	100.00	100.00	100.00
68	100.00	100.00	100.00	100.00	78	100.00	100.00	100.00	100.00
69	100.00	100.00	100.00	100.00	79	100.00	100.00	100.00	100.00
70	100.00	100.00	100.00	100.00	80	100.00	100.00	100.00	100.00
71	100.00	100.00	100.00	100.00	81	100.00	100.00	100.00	100.00
72	100.00	100.00	100.00	100.00	82	100.00	100.00	100.00	100.00
73	100.00	100.00	100.00	100.00	83	100.00	100.00	100.00	100.00
74	100.00	100.00	100.00	100.00	84	100.00	100.00	100.00	100.00
75	100.00	100.00	100.00	100.00	85	100.00	100.00	100.00	100.00
76	100.00	100.00	100.00	100.00	86	100.00	100.00	100.00	100.00
77	100.00	100.00	100.00	100.00	87	100.00	100.00	100.00	100.00
78	100.00	100.00	100.00	100.00	88	100.00	100.00	100.00	100.00
79	100.00	100.00	100.00	100.00	89	100.00	100.00	100.00	100.00
80	100.00	100.00	100.00	100.00	90	100.00	100.00	100.00	100.00
81	100.00	100.00	100.00	100.00	91	100.00	100.00	100.00	100.00
82	100.00	100.00	100.00	100.00	92	100.00	100.00	100.00	100.00
83	100.00	100.00	100.00	100.00	93	100.00	100.00	100.00	100.00
84	100.00	100.00	100.00	100.00	94	100.00	100.00	100.00	100.00
85	100.00	100.00	100.00	100.00	95	100.00	100.00	100.00	100.00
86	100.00	100.00	100.00	100.00	96	100.00	100.00	100.00	100.00
87	100.00	100.00	100.00	100.00	97	100.00	100.00	100.00	100.00
88	100.00	100.00	100.00	100.00	98	100.00	100.00	100.00	100.00
89	100.00	100.00	100.00	100.00	99	100.00	100.00	100.00	100.00
90	100.00	100.00	100.00	100.00	100	100.00	100.00	100.00	100.00

\$300
11:00
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441834

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 VIII OF THE CIVIL ACT OF 1968, 42 USC 3601, ET SEQ. RESTRICTION 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)

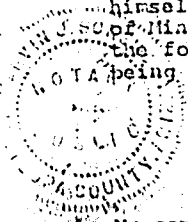
The foregoing instrument was acknowledged before me this 16th day of May, 1979, by Douglas H. Standage, Elizabeth R. Standage, and also by George S. Standage and Douglas H. Standage, who acknowledged themselves to be the President and Secretary - Treasurer, respectively of Standage Ventures, Inc., a 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

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 ~~JANUARY 8~~ . . . , 1998, 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).

This Amended Declaration of Restrictions shall amend and replace that document entitled Declaration of Restrictions, dated May 16, 1979, and recorded in Docket 476 at pages 561, 562 and 563 of the records of the Gila County Recorder, Globe, Arizona.

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 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.

Invalidation 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 or Successor Trustee herein for any breach or failure of such Trustee or Successor Trustee to enforce all or part of the covenants, conditions and restrictions set forth herein.

IN WITNESS WHEREOF the Declarants and Successor Trustee have caused this instrument to be executed on the dates indicated below.

DATE	NAME	NAME	LOTS OWNED
(1) JAN 8 1988	<i>August H. Standage</i>	<i>Elizabeth K. Standage</i>	Tract A, Tract B,
JAN 8 1988	Standage Ventures, Inc.		175, 193, 194,
	by <i>August H. Standage</i>		196, 198, 199, 205, 206,
	by <i>August H. Standage</i>		208, 216, 217, 218, 221,
			222, 223, 224, 225, 226,
			227, 228, 229, 230, 231,
			232, 233, 235, 236, 238,

239, 240, 241, 242, 243,
244, 248, 253, 254 &
255.....

SUCCESSOR TRUSTEE:
FOUNDERS TITLE COMPANY,
An Arizona Corporation

By *[Signature]*
Trust Officer

- (2) JAN 8 1988 Joseph H. Fuldage & Elizabeth S. Fuldage 173
- (3) Jan 8, 1988 *[Signature]* & Helen Standage 211
- (4) Jan 8, 1988 *[Signature]* 192
- (5) JAN 8 1988 *[Signature]* 191
- (6) Jan 8, 1988 Alvin Tette & Joyce E. Tette 203 & 204
- (7) Jan 8, 1988 Jand S. Rogers & Patricia Rogers 210 & 209
- (8) Jan 8, 1988 Neil R. Standage & Kaye Standage 169
- (9) Jan 8, 1988 Rosada Stroud & Verba L. Stroud 189 & 190
- (10) 2-29, 1989 Rita J. Spelint #220
- (11) 4-9-1988 Alfred D. Enfield & Arlene Enfield 170
- (12) 7-23-88 Quenton R. Hatch & Sharon J. Hatch 200 & 201
- (13) 8-16-88 Donald A. Hart & Thae S. Hart 239
- (14) 2/4/89 Everett Nash 178-180-250-251
- (15) 4/3/89 *[Signature]* & Kay Tubley 212
- (16) 6/3/89 Robert S. Knight & Betty Knight 184
- (17) 8/2/89 *[Signature]* & *[Signature]* 207
- (18) 6/3/89 *[Signature]* - *[Signature]* 202
- (19) 6/4/89 *[Signature]* & Glenda J. Hester 237
- (20) 6-4-89 David E. Smith & Judith R. Smith 68

904-913V

983-3979

(21) 6-5-89 *Will J. [Signature]* 181

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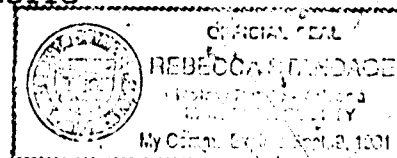
State of Arizona)
 : ss.
County of Maricopa)

Before me, the undersigned Notary Public, personally appeared Douglas H. Standage, Elizabeth R. Standage, Donald I. Standage, Dalene Standage, Howard Standage, Alvin Tetzke, Joyce E. Tetzke, Carl C. Rogers, Beatrice T. Rogers, Del R. Standage, Kay S. Standage, Rosada Stroud, Verba S. Stroud, Rita Spalink, Alford Enfield, Arlene Enfield, Christopher R. Hatch, Sharon J. Hatch, Donald Martin, Mae B. Martin, Everett Nash, Donald R. Fuller, Kay Fuller, Robert S. Knight, Betty Knight, Eric Kirchhoefer, Maurine Kirchhoefer, Max Browning, Katherine Browning, Lowell H. Heaton, Glenda J. Heaton, David E. Smith, Judith R. Smith and William G. Knight on the dates set opposite their respective signatures on the foregoing Amended Declaration of Restrictions and acknowledged that they executed the said instrument for the purposes therein expressed, 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 said corporation, being authorized so to do for the purposes therein expressed.

In Witness Whereof I have hereunto set my hand and official seal this 6th day of June, 1989.

[Signature]
.....
Notary Public

My commission expires: 4-4-91



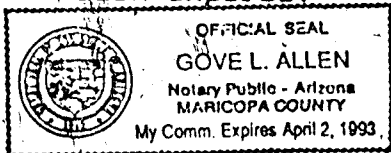
STATE OF ARIZONA)
 : ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 8th day of June, 1989, by Rebecca Standage, who acknowledged that she executed the same for the purposes therein expressed.

In Witness Whereof I have hereunto set my hand and official seal this 8th day of June, 1989.

[Signature]
.....
Notary Public

My commission expires:

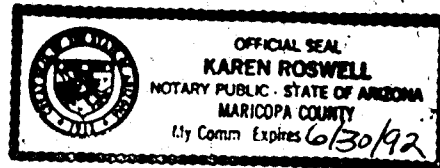


STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ^{9th} day of ^{JULY} 1989, by BENNY GONZALES who acknowledged himself to be a Trust Officer of Founders Title Company, a corporation, and that he executed the foregoing document on behalf of the said corporation, being authorized so to do for the purposes therein expressed.

Karen Roswell
.....
Notary Public

My Commission Expires: 6/30/92



7.00 + 14.00 + 1.00
12.15
CCK# 6031

577324

STATE OF ARIZONA, County of GMA, ss:

I do hereby certify that the within instrument was filed and recorded at request of Douglas H. Standage

Date Jun. 9, 1989 Time 12:15 P. M., Docket 769 Official Records Page 8 941-947
Records of GMA County, Arizona.

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

Douglas H. Standage
P.O. Box 9116
Mesa, AZ 85204

MARY V. DE PAOLI, County Recorder

Mary V. De Paoli
.....
Deputy.

PUBLIC ROAD EASEMENT

THIS EASEMENT, dated this 28th day of January, 1988, from the UNITED STATES OF AMERICA, acting by and through the Forest Service, Department of Agriculture, hereinafter called Grantor, to the Gila County Board of Supervisors, hereinafter called Grantee.

WITNESSETH:

WHEREAS, the Grantee has applied for a grant of an easement under the Act of October 13, 1964 (78 Stat. 1089, 16 U.S.C. 532-538), for a road over certain lands or assignable easements owned by the United States in the County of Gila, State of Arizona, and administered by the Forest Service, Department of Agriculture.

NOW THEREFORE, Grantor does hereby grant to Grantee an easement for a public road and highway along and across a strip of land hereinafter defined as the right-of-way over and across lands in the County of Gila, State of Arizona, as described in the enclosed Exhibits A, B, and C, attached hereto and made a part hereof.

The word "right-of-way" when used herein means said strip of land whether or not there is an existing road or highway located thereon. Except where it is defined more specifically, the word "highway" shall mean roads or highways now existing or hereafter constructed on the right-of-way or any segment of such roads or highways.

The right-of-way is shown and specifically described on the plats entitled, "Plat of the Right of Way Survey, Road No. 64, Tonto National Forest," attached hereto and made a part hereof, sheets 1-4.

This grant is made subject to the following terms, provisions, and conditions:

1. Outstanding valid claims, if any, existing on the date of this grant.
2. The easement herein granted is limited to use of the described right-of-way for the purpose of construction, operation, and maintenance of a highway and does not include the grant of any rights for nonhighway purposes or facilities; Provided, That the Forest Service shall not exercise its right to use or authorize the use of any portion of the right-of-way for nonhighway purposes when such use would interfere with the free flow of traffic or impair the full use and safety of the highway; and Provided further, That nothing herein shall preclude the Forest Service from locating National Forest and other Department of Agriculture information signs on the portions of the right-of-way outside of construction limits.

3. Any reconstruction of the highway situated on this right-of-way shall conform with plans, specifications, and written stipulations, approved by the Forest Supervisor or authorized representative prior to beginning such reconstruction.
4. Consistent with highway safety standards, the Grantee shall:
 - (a) Protect and preserve soil and vegetative cover and scenic and esthetic values on the right-of-way outside of construction limits.
 - (b) Provide for the prevention and control of soil erosion within the right-of-way and adjacent lands that might be affected by the construction, operation, or maintenance of the highway, and shall vegetate and keep vegetated with suitable species all earth cut or fill slopes feasible for revegetation or other areas on which ground cover is destroyed. The Grantee shall perform these activities where it is deemed necessary during a joint review between the authorized Forest Officer and Grantee prior to completion of the highway. The Grantee also shall maintain all terracing, water bars, leadoff ditches, or other preventive works that may be necessary to accomplish this objective. This provision also shall apply to waste disposal areas and slopes that are reshaped following slides that occur during or after construction.
5. The Grantee shall:

Establish no borrow, sand, or gravel pits; stone quarry; permanent storage areas; sites for highway-operation and maintenance facilities; camps; supply depots; or disposal areas within the right-of-way, unless shown on approved construction plans, without first obtaining approval of the authorized Forest Officer.
6. The Grantee shall maintain the right-of-way clearing by means of chemicals only after the Forest Supervisor has given specific written approval. Application for such approval must be in writing and must specify the time, method, chemicals, and the exact portion of the right-of-way to be chemically treated.

7. The Grantee does by the acceptance of this document covenant and agree for itself, its assigns, and its successors in interest to the property here granted, or any part thereof, that the covenant set forth below shall attach to and run with the land:

- (a) That the Grantee shall operate the described property, and its appurtenant areas and its buildings and facilities, whether or not on the land therein granted as a public road, in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of Agriculture and in effect on the date of this document to the end that no person in the United States shall, on the grounds of race, sex, color, religion, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activities provided thereon; and
- (b) That the United States shall have the right to judicial enforcement of these covenants not only as to the Grantee, its successors and assigns, but also as to lessees and licensees doing business or extending services under contractual or other arrangements on the land therein conveyed.

8. The Regional Forester shall make determination as to the necessity for archeological, and paleontological reconnaissance and salvage within the right-of-way, and such reconnaissance and salvage to the extent determined necessary because of maintenance of the highway facility is to be undertaken by the Grantee in compliance with the act entitled, "An Act for the Preservation of American Antiquities," approved June 8, 1906 (34 Stat. 225, 16 U.S.C. 432-433) or the Archeological Resources Protection Act of 1979 (93 Stat. 721; 16 U.S.C. 470aa-11) and State laws where applicable.

If, during excavation work, items of substantial archeological or paleontological value are discovered, or a known deposit of such items is disturbed, the Grantee will cease excavation in the area so affected. Grantee will then notify the Forest Service and will not resume excavation until written approval is given.

The Chief, Forest Service, may terminate this easement, or any segment thereof, (1) by consent of the Grantee, (2) by condemnation, or (3) after a five (5) year period of nonuse, by a determination to cancel after notification and opportunity for hearing as prescribed by law.

IN WITNESS WHEREOF, the Grantor, by its (Deputy) Regional Forester, Forest Service, has executed this easement pursuant to the delegation of authority to the Chief, Forest Service, 7 CFR 2.60, and the delegation of authority by the Chief, Forest Service, dated August 22, 1984 (49 FR 34283), on the day and year first above written.

UNITED STATES OF AMERICA

David F. Jolly
DAVID F. JOLLY
Deputy Regional Forester
USDA-Forest Service

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this 28th day of January, 1988; by Jim R. Abbott known to me to be the Acting Deputy Regional Forester, Region 3, Forest Service, United States Department of Agriculture, who being by me duly sworn states that he signed said instrument on behalf of the United States of America under authority duly given, and he executed same as the free act and deed of the United States of America for consideration and purposes therein contained.

Susan Petchen Reed
Notary Public

My commission expires: 9-21-88

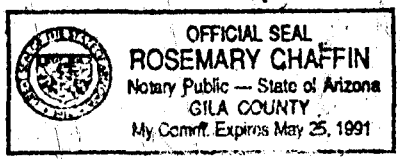
In compliance with the conditions set forth in the foregoing deed, the Gila County Board of Supervisors, certifies, and by the acceptance of this deed, accepts the right-of-way over certain land herein described and agrees for itself, its successors and assigns forever to abide by the conditions set forth in said deed.

GILA COUNTY BOARD OF SUPERVISORS

By V. Ray France

STATE OF ARIZONA)
) ss.
COUNTY OF GILA)

The foregoing instrument was acknowledged before me this 21 day of March, 1988, by Vernon R. France known to me to be the Chairman, who being by me duly sworn states that he signed said instrument on behalf of the Gila County Board of Supervisors under authority duly given, and he executed same as the free act and deed for consideration and purposes therein contained.



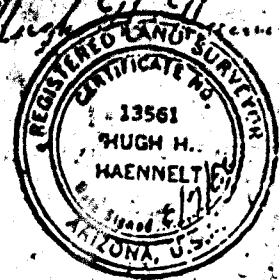
Rosemary Chaffin
Notary Public

My commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION

(Control Road)



BEING a 100 foot wide road right of way lying 50 feet on each side of the centerline in, over, and across portions of Township 11 North, Range 12 East; Township 11 North, Range 11½ East; Township 11 North, Range 11 East; and Township 11½ North, Range 11 East, Gila and Salt River Base and Meridian, in the County of Gila, State of Arizona, said easement centerline being more particularly described as follows:

BEGINNING at the northwest corner of Section 29, Township 11 North, Range 12 East; thence S77°38'53"E, a distance of 778.44 feet to a spike in the centerline of Arizona Highway 260 and the True Point of Beginning; thence along the following described route:

<u>BEARING</u>	<u>DISTANCE</u>	<u>COMMENTS</u>
S84°12'36"W	1150.77 feet	
S76°36'27"W	215.87 feet	
S52°13'28"W	253.03 feet	
S74°53'25"W	517.90 feet	
S68°06'07"W	549.66 feet	to P.I. curve right, delta = 46°41'46", radius = 135.00 feet
N65°12'07"W	870.24 feet	
N70°52'20"W	698.93 feet	to a R.R. spike
N84°46'24"W	392.27 feet	
S75°46'31"W	522.03 feet	to a brass cap Corner D.H.E.S. 132, see EXHIBIT "B"
S86°06'42"W	537.95 feet	to a R.R. spike
N76°01'23"W	764.64 feet	to a R.R. spike
N73°18'50"W	564.47 feet	
N66°31'37"W	672.37 feet	
N63°37'11"W	331.59 feet	see "A"
N70°59'39"W	354.77 feet	
N76°27'12"W	995.09 feet	to the P.I. of a curve to the right marked with a R.R. spike, delta = 40°29'12", radius = 227.00 feet
N35°58'01"W	869.38 feet	
N47°55'50"W	441.55 feet	
N57°51'35"W	473.58 feet	to the P.I. of a curve to the left marked with a R.R. spike, delta = 42°28'49", radius = 205.00 feet
S79°39'36"W	803.89 feet	
N87°44'07"W	1004.53 feet	to the P.I. of a curve to the right marked with a R.R. spike, delta = 46°46'18", radius = 135.00 feet
N40°57'49"W	501.99 feet	
N50°27'47"W	393.49 feet	

<u>BEARING</u>	<u>DISTANCE</u>	<u>COMMENTS</u>
N73°12'59"W	795.69 feet	
N63°43'54"W	793.25 feet	to a R.R. spike
N39°55'54"W	417.11 feet	
N28°50'20"W	401.47 feet	
N20°34'45"W	436.83 feet	to a R.R. spike
N44°25'53"W	578.29 feet	
N70°24'59"W	771.31 feet	to a 5/8" rebar
S86°41'10"W	781.02 feet	
S79°42'52"W	1124.76 feet	
S86°03'32"W	693.38 feet	
S71°35'30"W	437.48 feet	
N82°49'30"W	340.28 feet	
N43°56'02"W	324.26 feet	
N59°15'04"W	666.46 feet	
N25°50'44"W	631.51 feet	to the P.I. of a curve to the right, delta = 36°41'31", radius = 200.00 feet
N10°50'47"E	521.20 feet	
N8°26'31"W	374.20 feet	
N38°56'50"W	555.46 feet	
N26°36'00"W	346.30 feet	
N16°20'37"E	421.32 feet	to the P.I. of a curve to the left marked by a 5/8" rebar, delta = 68°53'01", radius = 37.60 feet
N52°32'24"W	249.12 feet	to the P.I. of a curve to the left marked by a 5/8" rebar, delta = 54°06'14", radius = 114.00 feet
S73°21'22"W	553.26 feet	to the P.I. of a curve to the right marked by a 5/8" rebar, delta = 106°59'45", radius = 21.00 feet
N0°21'07"E	507.16 feet	to the P.I. of a curve to the right marked by a 5/8" rebar, delta = 76°25'05", radius = 63.50 feet
N76°03'58"W	1064.15 feet	
N67°56'48"W	292.13 feet	
N28°30'59"W	936.55 feet	
N03°25'52"W	459.47 feet	
N35°28'44"W	525.54 feet	to the P.I. of a curve to the right marked by a 5/8" rebar, delta = 55°06'20", radius = 115.00 feet
N19°37'36"E	300.82 feet	
N75°21'56"E	323.68 feet	
S79°09'06"E	499.65 feet	to the P.I. of a curve to the left marked by a 5/8" rebar, delta = 130°12'49", radius = 32.18 feet
N29°21'55"W	779.41 feet	
to a point of intersection with Ellison Creek Access Road. Said point being the end of easement centerline, from which point the brass cap at the north east corner of Section 35, Township 11 North, Range 11 East, bears N74°04'19"E a distance of 1865.52 feet; the sidelines of said 100 foot right of		

way shall be lengthened and shortened so as to terminate at their intersection with adjoiners.

EXCEPT the following described parcel of land lying within the above described easement:

BEGINNING at the northwest Corner, Section 30, Township 11 North, Range 12 East; thence $S00^{\circ}05'00''E$ along the west line of Section 30, a distance of 211.86 feet to Corner No. 1 H.E.S. 132; thence $S74^{\circ}36'57''E$ along the south line of H.E.S. 132, a distance of 1004.50 feet to Corner No. 9 of H.E.S. 132 and the True Point of Beginning; thence $N02^{\circ}54'34''W$ along the east line of H.E.S. 132, a distance of 50.00 feet to a point on the right of way line of the above described easement; thence $S86^{\circ}06'42''W$, a distance of 143.83 feet to a point on the south line of H.E.S. No. 132; thence $S74^{\circ}36'57''E$ along the south line of H.E.S. No. 132, a distance of 151.47 feet to Corner No. 9 H.E.S. No. 132 and the True Point of Beginning.

(See attached EXHIBIT "B")

EXHIBIT B

SKETCH

SHOWING EXCEPTION OF PRIVATE LAND

WITHIN CONTROL ROAD EASEMENT

SEC. 30, T.11N., R.12E, G. & S. R. B. & M.

GILA COUNTY, ARIZ.

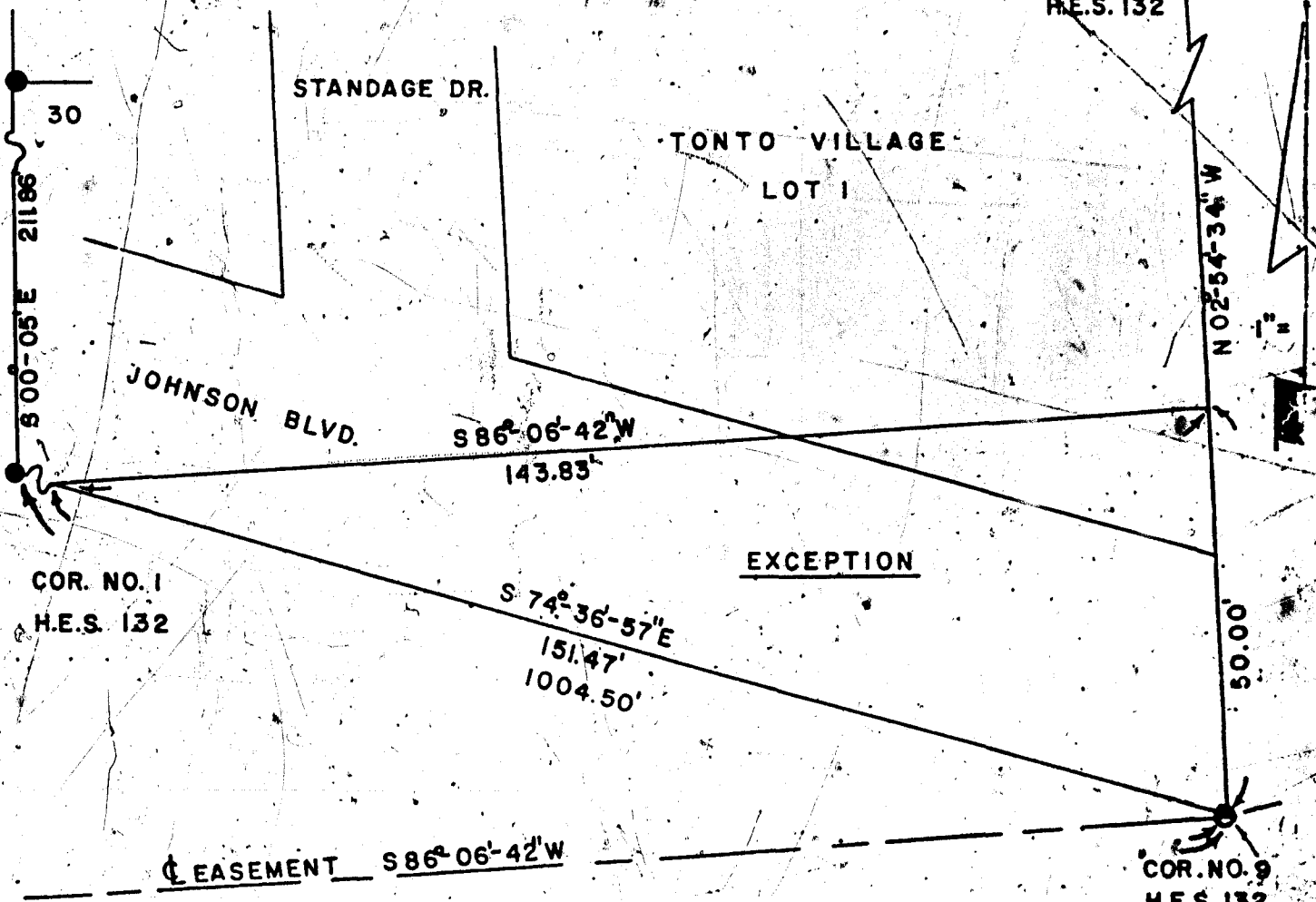


EXHIBIT C

LEGAL DESCRIPTION

(Control Road)

BEING a 54.00 foot wide road right of way lying 27 feet on each side of the centerline in, over, and across a portion of Township 11 North, Range 11 1/2 East, Gila and Salt River Base and Meridian, in the County of Gila, State of Arizona, and more particularly described as follows:

BEGINNING at Corner No. 2 of H.E.S 132; thence S39°29'19"E, a distance of 159.81 feet to a point on the centerline of FDR Control Road No. 64, said point being P.I. Station No. 77+04.38; thence N63°37'11"W along centerline of said Control Road, a distance of 63.0 feet; thence N19°46'24"E, a distance of 50.0 feet to a point on the northerly easement line of FDR Control Road No. 64 and the True Point of Beginning, thence N19°46'24"E, a distance of 30.17 feet to a point on the southerly line of H.E.S. 132 and end of easement.

The sidelines of said right of way shall be lengthened and shortened so as to terminate at their adjoiners.

(See Insert "A" on Record of Survey Sheet 1)



United States Department of Agriculture
Forest Service

Assurance of Compliance With The Department of Agriculture
Regulation Under Title VI of The Civil Rights Act of 1964

Gila County Board of Supervisors (hereinafter called the "Applicant".)
(Name of Applicant or Recipient)

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352) and all requirements imposed by or pursuant to the Regulations of the U.S. Department of Agriculture (7 CFR Part 15) issued pursuant to that Act; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal financial assistance extended after the date hereof to the Applicant by the Forest Service, U.S. Department of Agriculture on account of:

The Public Road Easement issued under the Act of October 13, 1964.

The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States in addition to any other rights and remedies provided by this assurance, the Civil Rights Act of 1964, or the Regulations issued thereunder, shall have the right to enforce this agreement by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the breach or violation occurs.

This assurance is binding on the Applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Applicant.

Dated 3-21-88

Gila County Board of Supervisors

(Applicant)

By

V. Ray Brance

(Signature)

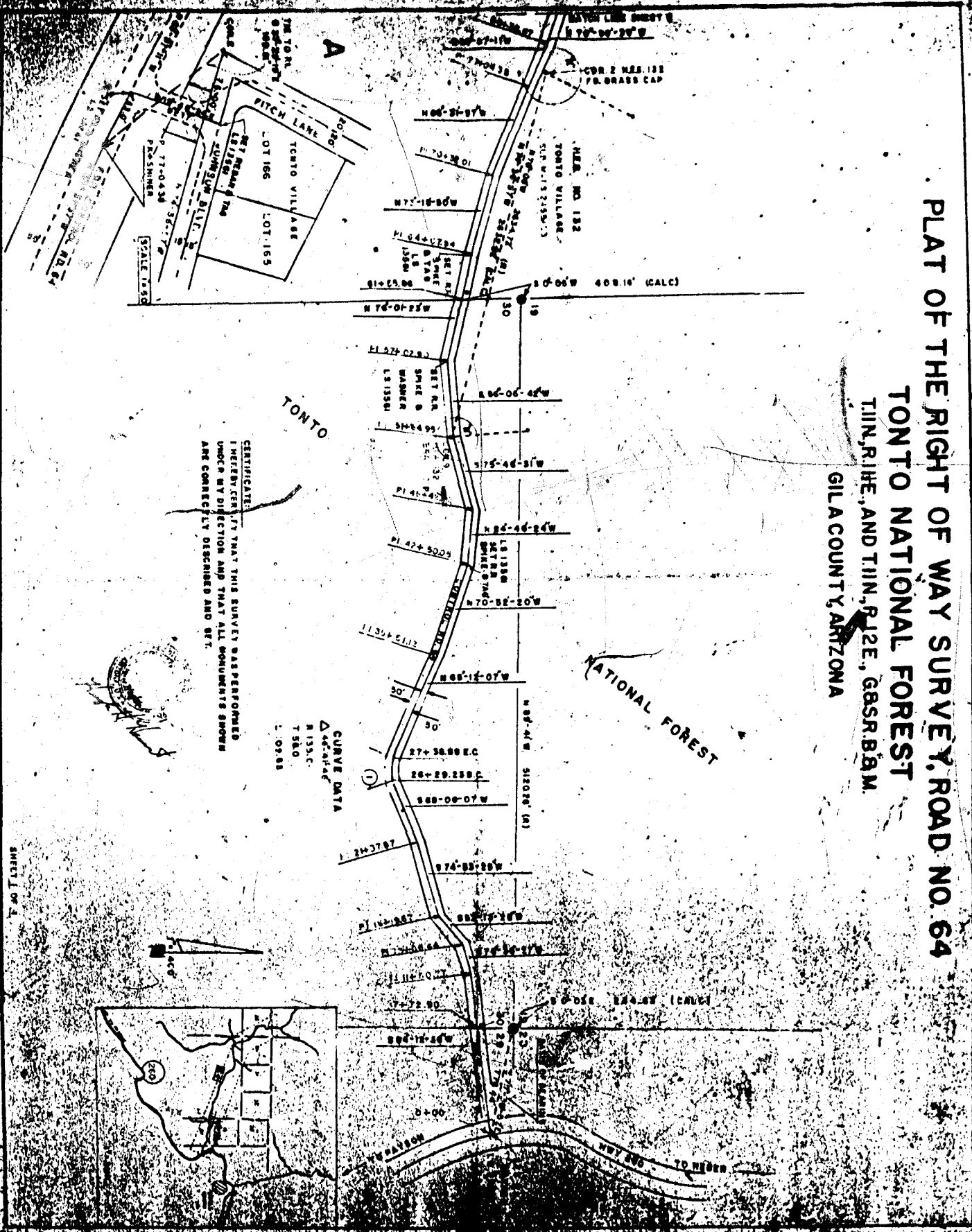
1400 East Ash Street

Globe, Arizona 85501

(Applicant's mailing address)

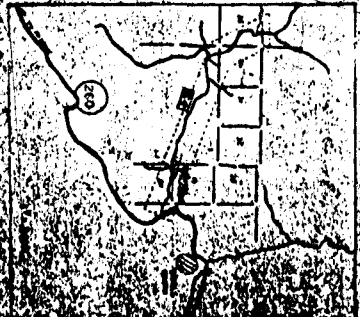
(Seal)

PLAT OF THE RIGHT OF WAY SURVEY, ROAD NO. 64
TONTONATIONAL FOREST
TIIIN, RIJE, AND TIIIN, PIJE, GBSR, B&M
GILACOUNTY, ARIZONA



CERTIFICATE
I HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED
UNDER MY DIRECTION AND THAT ALL MONUMENTS SHOWN
ARE CORRECTLY DESCRIBED AND SET.

CURVE DATA
Δ 46° 41' 46"
R 133.5'
T 58.0'
L 109.81'

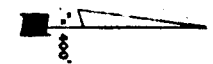
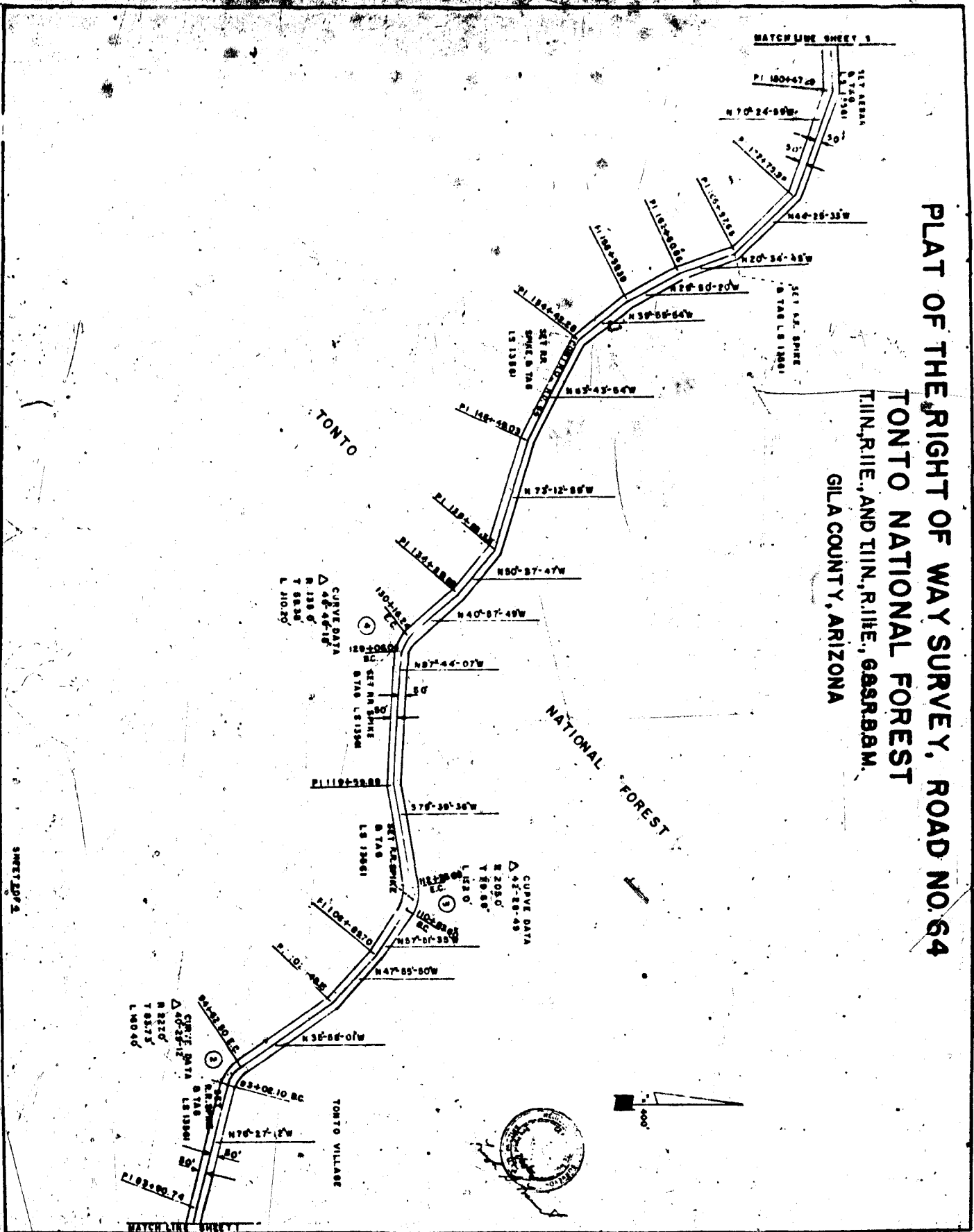


SHEET 1 OF 2

PLAT OF THE RIGHT OF WAY SURVEY, ROAD NO. 64

TONTO NATIONAL FOREST
TIN, R.I.I.E. AND TIN, R.I.I.E., GAS, R.B.M.

GILA COUNTY, ARIZONA



SHEET 729

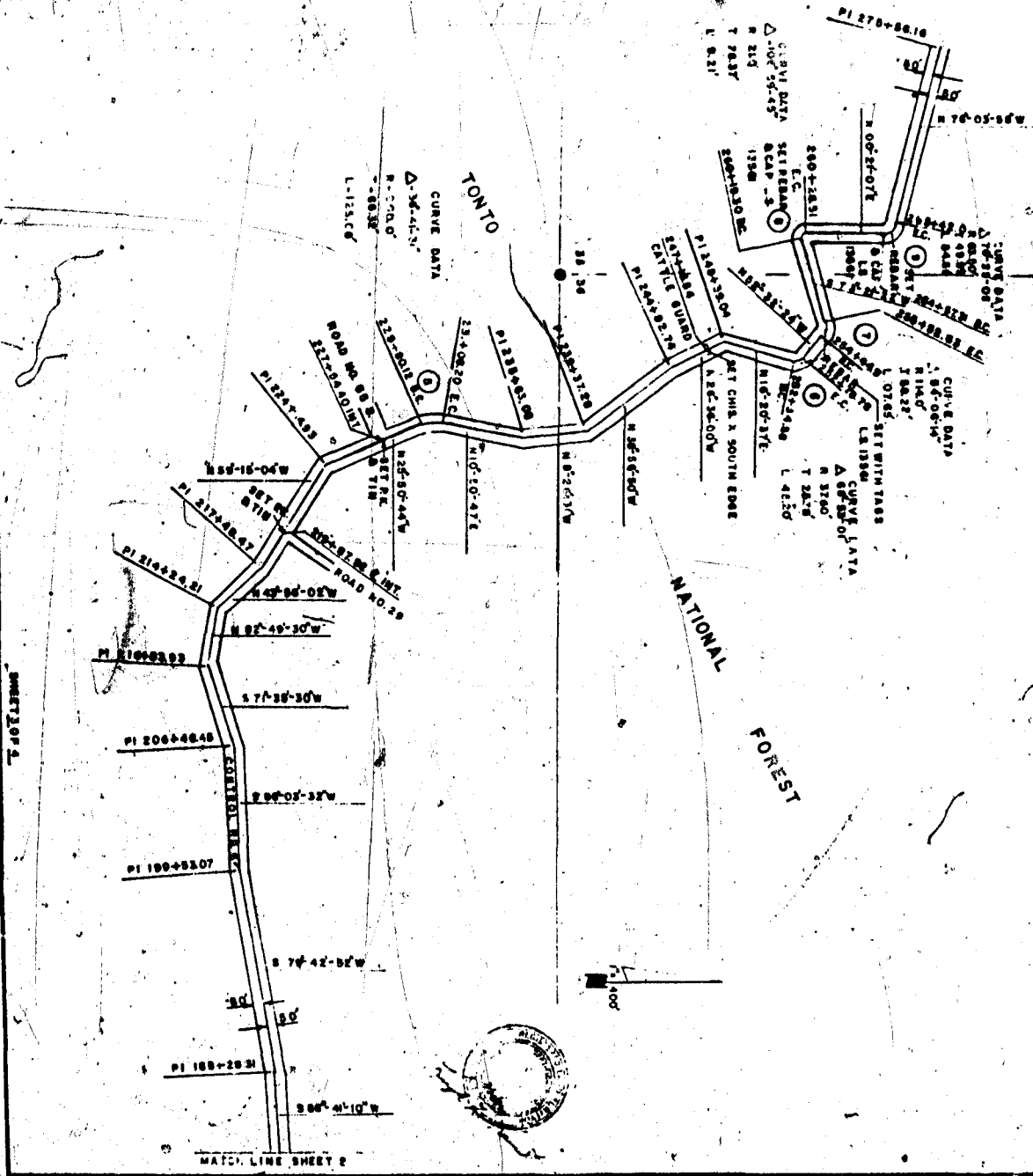
MATCH LINE SHEET 1

PLAT OF THE RIGHT OF WAY SURVEY, ROAD NO. 64

TONTO NATIONAL FOREST

SEC. 36, T. 11N., R. 14E., G. & S. R. & B. M.

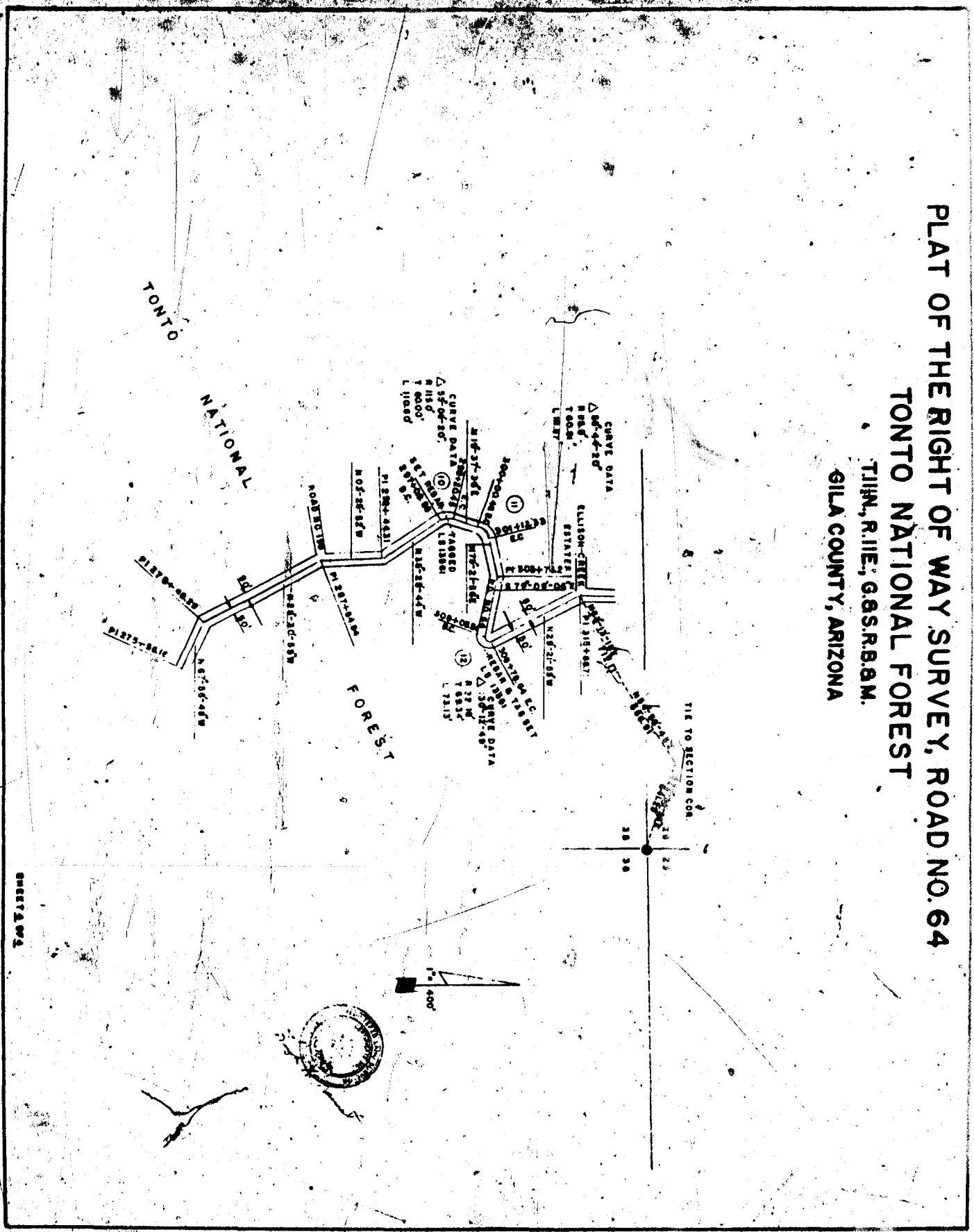
GILA COUNTY, ARIZONA



SHEET 2 OF 2

MATCH LINE SHEET 2

PLAT OF THE RIGHT OF WAY SURVEY, ROAD NO. 64
TONTON NATIONAL FOREST
TJLN, R. IIE, G.S.R.B.M.
GILA COUNTY, ARIZONA

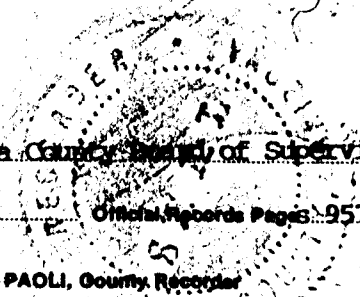


SHEET 2 OF 2

560248

no charge
2:30

STATE OF ARIZONA, County of Gila, ss;
I do hereby certify that the within instrument was filed and recorded at request of Gila County Board of Supervisors
Date Mar. 23, 1988 Time 2:30 P. M., Docket 729 Official Records Page 957-972
Records of Gila County, Arizona.



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

MARY V. DE PAOLI, County Recorder
By Evelyn Hrab Deputy.