

at the request of
When recorded mail to

Tax Code:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CAPTION HEADING: Tonto Rim Ranch Plat 86
lots 5, 6, 7, 16A, 17A, 18A

DO NOT REMOVE

THIS IS PART OF THE OFFICIAL DOCUMENT

(THIS FORM IS FOR RECORDER'S USE ONLY)

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

S. 55° 51' E. 1446.63' Corner 1 (1845 40' Record)

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

N. 26° 05' E. 2607.16' Calc. (2000 31' Record)

S. 34° 19' W. 2090.69' (Chain) (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.12E., G. 4 S.R.B. 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 27th day of December 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 27th day of December 1947

W. J. [Signature]
Notary Public.

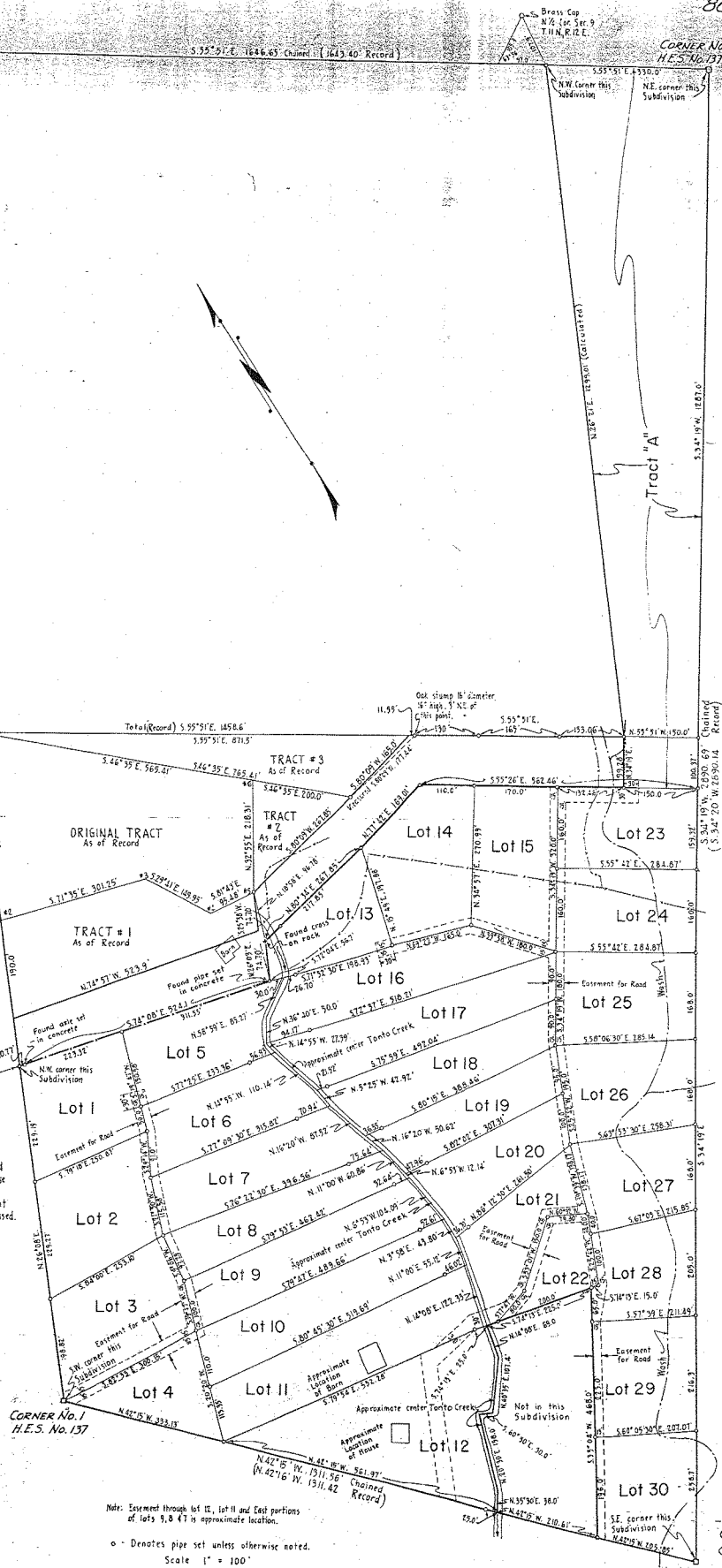
APPROVAL

This subdivision as shown hereon has been approved by the Board of Supervisors of Gila County, Arizona this 14th day of 1948

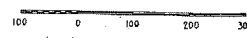
Chairman
Attest: _____
Clerk

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

Harold W. [Signature]
Registered Engineer



Note: Easement through lot 11, lot 11 and East portions of lots 9, 8 & 47 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

CORNER No. 4
H.E.S. No. 137



Gila County, AZ
Linda Haught Ortega, Recorder
09/06/2005
04:20PM
Doc Code: DRES

Doc Id: 2005-016369
Receipt #: 37155
Rec Fee: 18.00

PIONEER TITLE AGENCY RECORDING

When Recorded Return to:

Jon A. Titus, Esq.
TITUS, BRUECKNER & BERRY, P.C.
7373 N. Scottsdale Road, Suite B252
Scottsdale, Arizona 85253



2005-016369

Page: 1 of 10
09/06/2005 04:20P
18.00

Gila County, AZ

DRES

DECLARATION OF RESTRICTIVE COVENANT

This Declaration of Restrictive Covenant (this "Declaration") is made this 1st day of September, 2005 by and among Tonto Rim Ranch, L.L.C., an Arizona limited liability company (the "Declarant") and Craig L. Krumwiede and Alison Lewis, husband and wife (together, the "Benefited Owner").

RECITALS

WHEREAS, Declarant is the owner of certain real property consisting of Lots 5, 6 and 7 of Tonto Rim Ranch located in Gila County, Arizona, as more particularly described on Exhibit "A" attached hereto (collectively, the "Tonto Rim Ranch Lots" and each individually, a "Tonto Rim Ranch Lot").

WHEREAS, Benefited Owner is the owner of certain real property consisting of Lots 16A, 17A and 18A of Tonto Rim Ranch located in Gila County, Arizona, as more particularly described on Exhibit "B" attached hereto (collectively, the "Krumwiede Lots" and each individually, a "Krumwiede Lot").

WHEREAS, Declarant, as the owner of the Tonto Rim Ranch Lots and the Benefited Owner, as the owner of the Krumwiede Lots, desire and intend that the Tonto Rim Ranch Lots shall be held, sold and/or conveyed, subject to the restrictions and covenants contained herein, which restrictions and covenants are mutual for each of the Tonto Rim Ranch Lots, for the benefit of the Tonto Rim Ranch Lots and the Krumwiede Lots, and are for the purpose of protecting the natural state, the value and the desirability of, and which shall run with, the Tonto Rim Ranch Lots and shall be binding on all parties having or acquiring any right, title or interest in any or all of the Tonto Rim Ranch Lots or the Krumwiede Lots, their heirs, executors, administrators, successors, grantees and assigns, and shall inure to the benefit of each owner thereof and their heirs, executors, administrators, successors, grantees and assigns.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declarant and the Benefited Owner hereby agree as follows:

1. Restrictive Covenant. Declarant does hereby covenant and promise that the Tonto Rim Ranch Lots are to be used for attractive, single family residential purposes only and that no residence or other structure shall be constructed, erected or placed on the Tonto Rim Ranch Lots outside the boundaries of the building envelope on each respective Tonto Rim Ranch Lot (Exhibit "C" hereto). Such covenant and promise is based on the building envelope in effect for each respective Tonto



Rim Ranch Lot as of the date of this Declaration and the Declarant, its heirs, executors, administrators, successors, grantees and assigns agrees not to seek or obtain any variance in the size or location of the building envelope after the date of this Declaration. Further, Declarant does hereby covenant and promise that no reflective materials, air conditioning units or other units shall be constructed, erected or placed on the roof of the Tonto Rim Ranch Lots. Notwithstanding the foregoing, Declarant, its heirs, executors, administrators, successors, grantees and assigns shall have the right to construct or erect a pathway across each of the Tonto Rim Ranch Lots to the Tonto Creek; provided however, such pathway shall be constructed or erected with all natural materials and without the use of concrete, asphalt, fencing, handrails or other non-natural vertical structures and such pathway shall not exceed five (5) feet in width. Declarant acknowledges that the use restrictions contained in this Declaration significantly restrict the use of the Tonto Rim Ranch Lots, but the Declarant agrees that the restrictions are of critical importance to the protection of the natural state, value and desirability of the Tonto Rim Ranch Lots and the Krumwiede Lots.

2. Benefited Owner. Declarant and Benefited Owner hereby agree that Benefited Owner will derive a benefit from the restrictions and covenants contained herein and, in consideration of such benefit, Benefited Owner has compensated the Declarant with good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. Declarant and Benefited Owner hereby acknowledge that such compensation is in the form of a one-time payment and does not constitute an ongoing obligation of the Benefited Owner.

3. Covenants Running with the Land. This Declaration shall remain in full force and effect and run with the land as a burden and a benefit on the Tonto Rim Ranch Lots and a benefit for the Krumwiede Lots. This Declaration shall be binding upon the heirs, executors, administrators, successors, grantees and assigns of the Declarant and the Benefited Owner without the necessity of an assignment of this Declaration. By acceptance of a deed or by acquiring ownership interest in any portion of the Tonto Rim Ranch Lots or the Krumwiede Lots, each subsequent owner, its heirs, representatives, successors, transferees and assigns, binds itself, its heirs, representatives, successors, transferees and assigns, to the restrictions imposed by this Declaration. The restrictions imposed by this Declaration are enforceable by any party with a legal or equitable interest in the Tonto Rim Ranch Lots or the Krumwiede Lots and any violation may be enforced or restrained by a court of competent jurisdiction and/or damages may be awarded for any violation; provided, however, that nothing herein shall be construed as meaning that damages are an adequate remedy where equitable relief is sought. It is further agreed that the owner of any Krumwiede Lot or Tonto Rim Ranch Lot seeking equitable relief to enforce this Declaration shall not be required to post a bond.

4. Modification. No modification, amendment, termination or cancellation of this Declaration shall be effective unless it is in writing, is signed by all of the owners of any portion of the Tonto Rim Ranch Lots and the Krumwiede Lots and is recorded.

5. Attorneys' Fees. In the event that any legal action is taken to enforce this Declaration, whether or not a lawsuit or arbitration is filed to enforce this Declaration, the prevailing party in any such action shall be entitled to an award of its reasonable attorneys' fees and costs of suit.



6. Notices. All notices under this Declaration shall be in writing and delivered personally, mailed by certified mail, return receipt requested, postage prepaid, or delivered by national overnight courier service, addressed to the parties at their last known address.

7. Severability. Invalidation of any of the provisions contained in this Declaration, or of the application thereof to any person or entity, by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other person, entity or circumstance and the same shall remain in full force and effect unless enforcement of this Declaration as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Declaration.

8. Waiver. No delay or failure of a party to exercise any right under this Declaration and no partial or single exercise of such right shall constitute a waiver of that right or any other right.

9. Headings. Headings in this Declaration are for convenience only and shall not be used to interpret or construe the provisions of this Declaration.

10. Governing Law. This Declaration shall be governed by and construed pursuant to the provisions of the laws of the State of Arizona, without giving any effect to the principles of the conflicts of law.

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2005-016369

Page: 4 of 10

09/06/2005 04:20P
18.00

Gila County, AZ

DRES

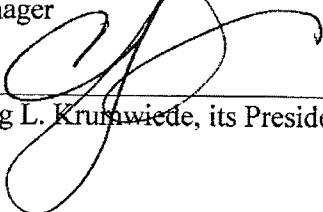
IN WITNESS WHEREOF, the Declarant and the Benefited Owner have executed this Declaration as of the date first above written.

DECLARANT:

TONTO RIM RANCH, L.L.C.,
an Arizona limited liability company

By: HARVARD INVESTMENTS, INC.,
a Nevada corporation

Its: Manager

By: 
Craig L. Krumwiede, its President

BENEFITED OWNER:



Craig L. Krumwiede



Alison Lewis

Unofficial Copy



STATE OF ARIZONA }
 } ss.
County of Maricopa }

The foregoing instrument was acknowledged before me this 10th day of Sept, 2005, by Craig L. Krumwiede, known by me to be the President of Harvard Investments, Inc., a Nevada corporation, the Manager of Tonto Rim Ranch, L.L.C., an Arizona limited liability company.

[Signature]

Notary Public

My Commission Expires:



STATE OF ARIZONA }
 } ss.
County of Maricopa }

The foregoing instrument was acknowledged before me this 10th day of Sept, 2005, by Craig L. Krumwiede.

[Signature]

Notary Public

My Commission Expires:



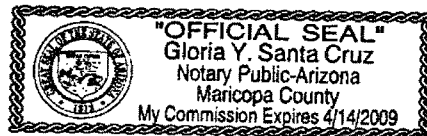
STATE OF ARIZONA }
 } ss.
County of Maricopa }

The foregoing instrument was acknowledged before me this 10th day of Sept, 2005, by Alison Lewis.

[Signature]

Notary Public

My Commission Expires:





Gila County, AZ

DRES

2005-016369

Page: 6 of 10

09/06/2005 04:20P
18.00

EXHIBIT "A"

Lots 5,6 and 7, TONTO RIM RANCH, according to Map No. 86, records of Gila County, Arizona.

Unofficial Copy



2005-016369

Page: 7 of 10
09/06/2005 04:20P
18.00

Gila County, AZ

DRES

EXHIBIT "B"

Lots 16A, 17A and 18A, TONTO RIM RANCH, according to Map No. 86, records of Gila County, Arizona.

Unofficial Copy



EXHIBIT "C", page 1 of 3

**LEGAL DESCRIPTION
BUILDING ENVELOPE LOT 5**

That portion of Lot 5, Tonto Rim Ranch, as shown on the Boundary Retracement/Record of Survey Map No. 1217, Gila County Records, located in Homestead Entry Survey No. 137, which lies in Section 9, Township 11 North, Range 12 East of the Gila and Salt River Meridian.

COMMENCING at the southwest corner of said Lot 5;

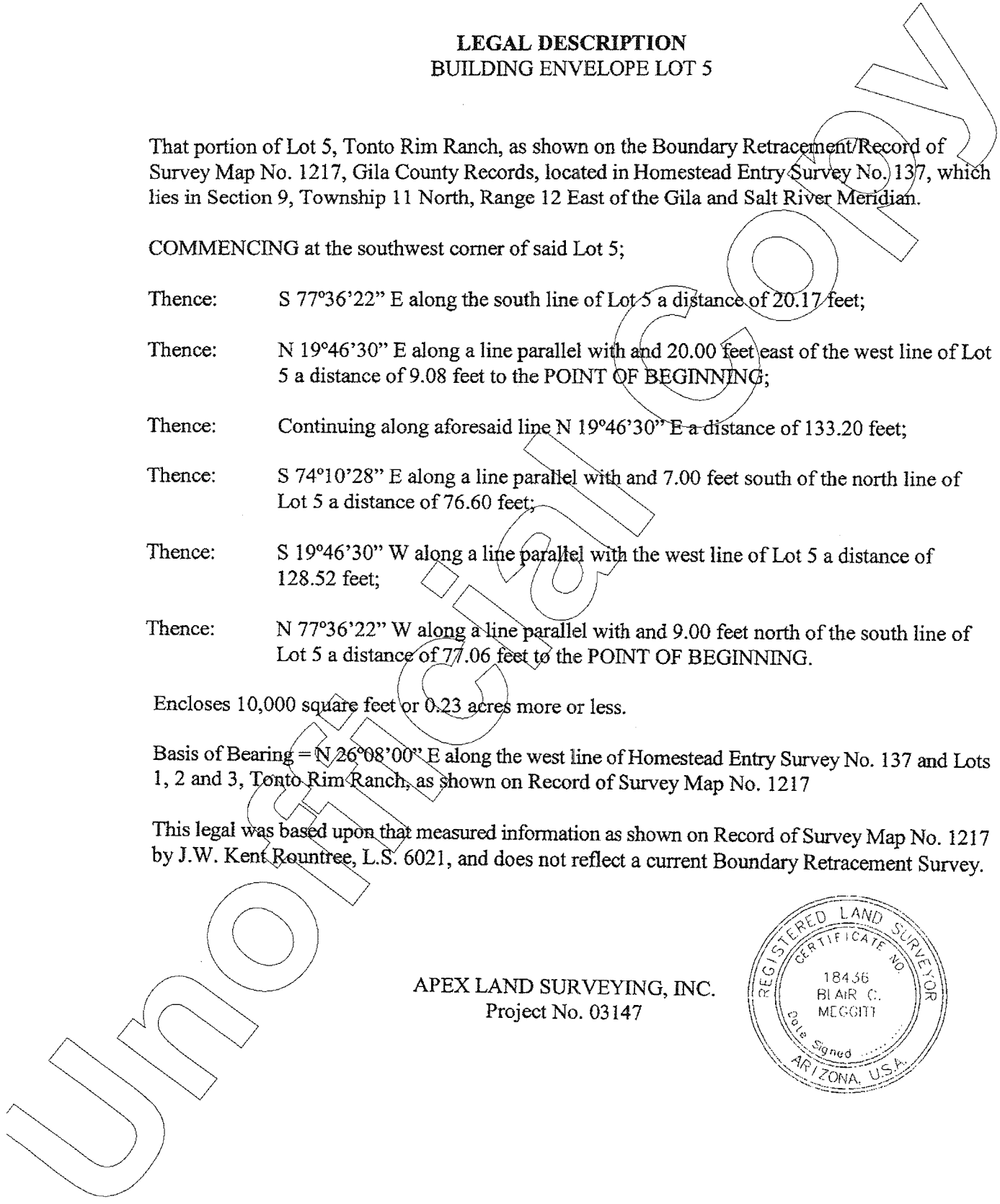
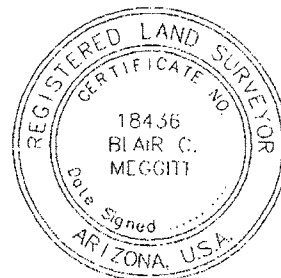
- Thence: S 77°36'22" E along the south line of Lot 5 a distance of 20.17 feet;
- Thence: N 19°46'30" E along a line parallel with and 20.00 feet east of the west line of Lot 5 a distance of 9.08 feet to the POINT OF BEGINNING;
- Thence: Continuing along aforesaid line N 19°46'30" E a distance of 133.20 feet;
- Thence: S 74°10'28" E along a line parallel with and 7.00 feet south of the north line of Lot 5 a distance of 76.60 feet;
- Thence: S 19°46'30" W along a line parallel with the west line of Lot 5 a distance of 128.52 feet;
- Thence: N 77°36'22" W along a line parallel with and 9.00 feet north of the south line of Lot 5 a distance of 77.06 feet to the POINT OF BEGINNING.

Encloses 10,000 square feet or 0.23 acres more or less.

Basis of Bearing = N 26°08'00" E along the west line of Homestead Entry Survey No. 137 and Lots 1, 2 and 3, Tonto Rim Ranch, as shown on Record of Survey Map No. 1217

This legal was based upon that measured information as shown on Record of Survey Map No. 1217 by J.W. Kent Rountree, L.S. 6021, and does not reflect a current Boundary Retracement Survey.

APEX LAND SURVEYING, INC.
Project No. 03147





Gila County, AZ

DRES

2005-016369

Page: 9 of 10

09/06/2005 04:20P

18.00

EXHIBIT "C" page 2 of 3

**LEGAL DESCRIPTION
BUILDING ENVELOPE LOT 6**

That portion of Lot 6, Tonto Rim Ranch, as shown on the Boundary Retracement/Record of Survey Map No. 1217, Gila County Records, located in Homestead Entry Survey No. 137, which lies in Section 9, Township 11 North, Range 12 East of the Gila and Salt River Meridian.

COMMENCING at the southwest corner of said Lot 6;

Thence: S 77°19'32" E along the south line of Lot 6 a distance of 20.84 feet;

Thence: N 29°10'48" E along a line parallel with and 20.00 feet east of the west line of Lot 6 a distance of 9.38 feet to the POINT OF BEGINNING;

Thence: Continuing along aforesaid line N 29°10'48" E a distance of 75.60 feet;

Thence: N 19°46'30" E along a line parallel with and 20.00 feet east of the west line of Lot 6 a distance of 45.50 feet;

Thence: S 77°36'22" E along a line parallel with and 7.00 feet south of the north line of Lot 6 a distance of 85.05 feet;

Thence: S 25°36'12" W a distance of 124.34 feet;

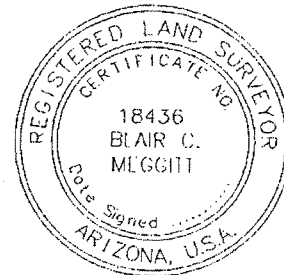
Thence: N 77°19'32" W along a line parallel with and 9.00 feet north of the south line of Lot 6 a distance of 84.94 feet to the POINT OF BEGINNING.

Encloses 10,004 square feet or 0.23 acres more or less.

Basis of Bearing = N 26°08'00" E along the west line of Homestead Entry Survey No. 137 and Lots 1, 2 and 3, Tonto Rim Ranch, as shown on Record of Survey Map No. 1217

This legal was based upon that measured information as shown on Record of Survey Map No. 1217 by J.W. Kent Rountree, L.S. 6021, and does not reflect a current Boundary Retracement Survey.

APEX LAND SURVEYING, INC.
Project No. 03147





Gila County, AZ

DRES

2005-016369

Page: 10 of 10

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18.00

EXHIBIT "C" page 3 of 3

**LEGAL DESCRIPTION
BUILDING ENVELOPE LOT 7**

That portion of Lot 7, Tonto Rim Ranch, as shown on the Boundary Retracement/Record of Survey Map No. 1217, Gila County Records, located in Homestead Entry Survey No. 137, which lies in Section 9, Township 11 North, Range 12 East of the Gila and Salt River Meridian.

COMMENCING at the southwest corner of said Lot 7;

Thence: S 76°31'04" E along the south line of Lot 7 a distance of 20.21 feet;

Thence: N 21°48'40" E along a line parallel with and 20.00 feet east of the west line of Lot 7 a distance of 9.10 feet to the POINT OF BEGINNING;

Thence: Continuing along aforesaid line N 21°48'40" E a distance of 99.75 feet;

Thence: S 77°19'32" E along a line parallel with and 7.00 feet south of the north line of Lot 7 a distance of 100.82 feet;

Thence: S 21°48'40" W along a line parallel with the west line of Lot 7 a distance of 101.19 feet;

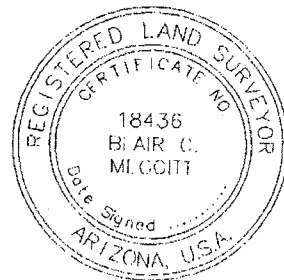
Thence: N 76°31'04" W along a line parallel with and 9.00 feet north of the south line of Lot 7 a distance of 100.60 feet to the POINT OF BEGINNING.

Encloses 10,000 square feet or 0.23 acres more or less.

Basis of Bearing = N 26°08'00" E along the west line of Homestead Entry Survey No. 137 and Lots 1, 2 and 3, Tonto Rim Ranch, as shown on Record of Survey Map No. 1217

This legal was based upon that measured information as shown on Record of Survey Map No. 1217 by J.W. Kent Rountree, L.S. 6021, and does not reflect a current Boundary Retracement Survey.

APEX LAND SURVEYING, INC.
Project No. 03147



Gila County, AZ
Linda Haught Ortega, Recorder
11/14/2005
04:38PM
Doc Code: MISC

Doc Id: 2005-021075
Receipt #: 39246
Rec Fee: 18.00

PIONEER TITLE AGENCY RECORDING

When Recorded Return to:

Jon A. Titus, Esq.
TITUS, BRUECKNER & BERRY, P.C.
7373 N. Scottsdale Road, Suite B252
Scottsdale, Arizona 85253



2005-021075
Page: 1 of 10
11/14/2005 04:39P
18.00

Gila County, AZ

MISC

Escrow # 124279 mlh
COURTESY RECORDING ONLY
NO ESCROW AND/OR TITLE
LIABILITY INVOLVED
HEREIN.

**COVER SHEET
(DO NOT REMOVE)**

(THIS IS PART OF AN OFFICIAL DOCUMENT)

The attached Declaration of Restrictive Covenant made by Tonto Rim Ranch, L.L.C., an Arizona limited liability company (the "Declarant") and Craig L. Krumwiede and Alison Lewis, husband and wife (together, the "Benefited Owner"), previously recorded in the official records of the County of Gila, State of Arizona, on September 6, 2005 at Document No. 2005-016369, is being re-recorded to correct scrivener's errors, including the legal descriptions of the Krumwiede Lots on Exhibit "B" attached thereto.



Gila County, AZ

MISC

2005-021075

Page: 2 of 10

11/14/2005 04:38P

18.00

When Recorded Return to:

Jon A. Titus, Esq.
TITUS, BRUECKNER & BERRY, P.C.
7373 N. Scottsdale Road, Suite B252
Scottsdale, Arizona 85253

DECLARATION OF RESTRICTIVE COVENANT

This Declaration of Restrictive Covenant (this "Declaration") is made this 1st day of September, 2005 by and among Tonto Rim Ranch, L.L.C., an Arizona limited liability company (the "Declarant") and Craig L. Krumwiede and Alison Lewis, husband and wife (together, the "Benefited Owner").

RECITALS

WHEREAS, Declarant is the owner of certain real property consisting of Lots 5, 6 and 7 of Tonto Rim Ranch located in Gila County, Arizona, as more particularly described on Exhibit "A" attached hereto (collectively, the "Tonto Rim Ranch Lots" and each individually, a "Tonto Rim Ranch Lot").

WHEREAS, Benefited Owner is the owner of certain real property located in Gila County, Arizona, as more particularly described on Exhibit "B" attached hereto (collectively, the "Krumwiede Lots" and each individually, a "Krumwiede Lot").

WHEREAS, Declarant, as the owner of the Tonto Rim Ranch Lots, and the Benefited Owner, as the owner of the Krumwiede Lots, desire and intend that the Tonto Rim Ranch Lots shall be held, sold and/or conveyed, subject to the restrictions and covenants contained herein, which restrictions and covenants are mutual for each of the Tonto Rim Ranch Lots, for the benefit of the Tonto Rim Ranch Lots and the Krumwiede Lots, and are for the purpose of protecting the natural state, the value and the desirability of, and which shall run with, the Tonto Rim Ranch Lots and shall be binding on all parties having or acquiring any right, title or interest in any or all of the Tonto Rim Ranch Lots or the Krumwiede Lots, their heirs, executors, administrators, successors, grantees and assigns, and shall inure to the benefit of each owner thereof and their heirs, executors, administrators, successors, grantees and assigns.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declarant and the Benefited Owner hereby agree as follows:

1. Restrictive Covenant. Declarant does hereby covenant and promise that the Tonto Rim Ranch Lots are to be used for attractive, single family residential purposes only and that no residence or other structure shall be constructed, erected or placed on the Tonto Rim Ranch Lots outside the boundaries of the building envelope on each respective Tonto Rim Ranch Lot (legal descriptions showing the boundaries of the building envelope on each respective Tonto Rim Ranch Lot is attached as Exhibit "C" hereto). Such covenant and promise is based on the building envelope in effect for



each respective Tonto Rim Ranch Lot as of the date of this Declaration and the Declarant, its heirs, executors, administrators, successors, grantees and assigns agrees not to seek or obtain any variance in the size or location of the building envelope after the date of this Declaration. Further, Declarant does hereby covenant and promise that no reflective materials, air conditioning units or other units shall be constructed, erected or placed on the roof of the Tonto Rim Ranch Lots. Notwithstanding the foregoing, Declarant, its heirs, executors, administrators, successors, grantees and assigns shall have the right to construct or erect a pathway across each of the Tonto Rim Ranch Lots to the Tonto Creek; provided however, such pathway shall be constructed or erected with all natural materials and without the use of concrete, asphalt, fencing, handrails or other non-natural vertical structures and such pathway shall not exceed five (5) feet in width. Declarant acknowledges that the use restrictions contained in this Declaration significantly restrict the use of the Tonto Rim Ranch Lots, but the Declarant agrees that the restrictions are of critical importance to the protection of the natural state, value and desirability of the Tonto Rim Ranch Lots and the Krumwiede Lots.

2. Benefited Owner. Declarant and Benefited Owner hereby agree that Benefited Owner will derive a benefit from the restrictions and covenants contained herein and, in consideration of such benefit, Benefited Owner has compensated the Declarant with good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. Declarant and Benefited Owner hereby acknowledge that such compensation is in the form of a one-time payment and does not constitute an ongoing obligation of the Benefited Owner.

3. Covenants Running with the Land. This Declaration shall remain in full force and effect and run with the land as a burden and a benefit on the Tonto Rim Ranch Lots and a benefit for the Krumwiede Lots. This Declaration shall be binding upon the heirs, executors, administrators, successors, grantees and assigns of the Declarant and the Benefited Owner without the necessity of an assignment of this Declaration. By acceptance of a deed or by acquiring ownership interest in any portion of the Tonto Rim Ranch Lots or the Krumwiede Lots, each subsequent owner, its heirs, representatives, successors, transferees and assigns, binds itself, its heirs, representatives, successors, transferees and assigns, to the restrictions imposed by this Declaration. The restrictions imposed by this Declaration are enforceable by any party with a legal or equitable interest in the Tonto Rim Ranch Lots or the Krumwiede Lots and any violation may be enforced or restrained by a court of competent jurisdiction and/or damages may be awarded for any violation; provided, however, that nothing herein shall be construed as meaning that damages are an adequate remedy where equitable relief is sought. It is further agreed that the owner of any Krumwiede Lot or Tonto Rim Ranch Lot seeking equitable relief to enforce this Declaration shall not be required to post a bond.

4. Modification. No modification, amendment, termination or cancellation of this Declaration shall be effective unless it is in writing, is signed by all of the owners of any portion of the Tonto Rim Ranch Lots and the Krumwiede Lots and is recorded.

5. Attorneys' Fees. In the event that any legal action is taken to enforce this Declaration, whether or not a lawsuit or arbitration is filed to enforce this Declaration, the prevailing party in any such action shall be entitled to an award of its reasonable attorneys' fees and costs of suit.



6. Notices. All notices under this Declaration shall be in writing and delivered personally, mailed by certified mail, return receipt requested, postage prepaid, or delivered by national overnight courier service, addressed to the parties at their last known address.

7. Severability. Invalidation of any of the provisions contained in this Declaration, or of the application thereof to any person or entity, by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other person, entity or circumstance and the same shall remain in full force and effect unless enforcement of this Declaration as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Declaration.

8. Waiver. No delay or failure of a party to exercise any right under this Declaration and no partial or single exercise of such right shall constitute a waiver of that right or any other right.

9. Headings. Headings in this Declaration are for convenience only and shall not be used to interpret or construe the provisions of this Declaration.

10. Governing Law. This Declaration shall be governed by and construed pursuant to the provisions of the laws of the State of Arizona, without giving any effect to the principles of the conflicts of law.

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IN WITNESS WHEREOF, the Declarant and the Benefited Owner have executed this Declaration as of the date first above written.

DECLARANT:

TONTO RIM RANCH, L.L.C.,
an Arizona limited liability company

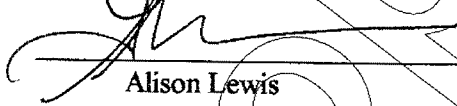
By: HARVARD INVESTMENTS, INC.,
a Nevada corporation

Its: Manager

By: 
Craig L. Krumwiede, its President

BENEFITED OWNER:


Craig L. Krumwiede


Alison Lewis

Unofficial Copy



Gila County, AZ

MISC

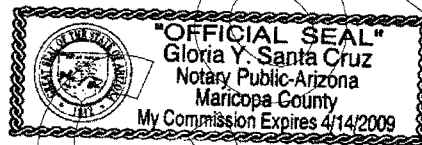
STATE OF ARIZONA }
 } SS.
County of Maricopa }

The foregoing instrument was acknowledged before me this 10th day of Nov, 2005, by Craig L. Krumwiede, known by me to be the President of Harvard Investments, Inc., a Nevada corporation, the Manager of Tonto Rim Ranch, L.L.C., an Arizona limited liability company.

Gloria Y. Santa Cruz

Notary Public

My Commission Expires:



STATE OF ARIZONA }
 } SS.
County of Maricopa }

The foregoing instrument was acknowledged before me this 10th day of Nov, 2005, by Craig L. Krumwiede.

Gloria Y. Santa Cruz

Notary Public

My Commission Expires:



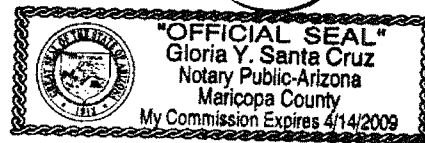
STATE OF ARIZONA }
 } SS.
County of Maricopa }

The foregoing instrument was acknowledged before me this 10th day of Nov, 2005, by Alison Lewis.

Gloria Y. Santa Cruz

Notary Public

My Commission Expires:





2005-021075

Page: 7 of 10

11/14/2005 04:38P
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Gila County, AZ

MISC

EXHIBIT "A"

Lots 5, 6 and 7, TONTO RIM RANCH, according to Map No. 86, records of Gila County, Arizona.

Unofficial Copy



EXHIBIT "B"

Lot 16

Lot 16, of TONTO RIM RANCH, according to the plat of record in the office of the County Recorder of Gila County, Arizona recorded in Map No. 86;

EXCEPTING THEREFROM a portion of Lot 16 more particularly described as follows:

Parcel 16B of Record of Survey recorded August 25, 2005 as Survey No. 1948.

Lot 17

Lot 17, TONTO RIM RANCH, according to Map No. 86, records of Gila County, Arizona;

EXCEPTING THEREFROM the following portion:

BEGINNING at the Southeast corner of said Lot 17;

Thence North 76°05'04" West along the South line of said Lot 17, a distance of 283.56 feet;

Thence North 30°06'09" West, a distance of 81.56 feet to a point of curve with a curve concave Northeasterly having a radius of 64.29 feet and a central angle of 47°22'09";

Thence Northwesterly along said curve, a distance of 53.15 feet to a point of tangency, said point being on the North line of said Lot 17;

Thence South 72°44'00" East and along the North line of said Lot 17, a distance of 390.19 feet to the Northeast corner thereof;

Thence South 34°19'00" West and along the East line of said Lot 17, a distance of 89.91 feet to the Southeast corner thereof and the Point of Beginning.

Lot 18

That portion of Lot 18, TONTO RIM RANCH, according to Map No. 86, lying West of the center line of the easement as described in instrument recorded in Docket 389, Page 9, records of Gila County, Arizona.

EXCEPT the Southerly 32 feet thereof.



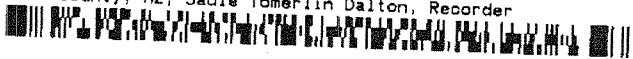
Gila County, AZ

MISC

EXHIBIT "C"

[Topographical Map showing building envelope boundaries]

Unofficial Copy



WHEN RECORDED, RETURN TO:

Jon A. Titus, Esq.
Titus Brueckner Johnson & Levine PC
8355 E. Hartford Drive, Suite 200
Scottsdale, AZ 85255



AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANT

THIS AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANT ("**Amendment**") is made and entered into as of the 29th day of June, 2010 by Eric Lira and Patricia L. Lira, husband and wife, Tonto Rim Ranch, L.L.C., Ronald J. Bitterli, Therese S. Fontaine, and Craig Krumwiede and Alison Lewis Krumwiede, as Co-Trustees of The Krumwiede Revocable Living Trust dated August 22, 1994, as amended, (collectively the "**Owners**").

RECITALS:

A. Owners are the current owners of record for the Tonto Rim Ranch Lots and the Krumwiede Lots as such terms are defined in that certain Declaration of Restrictive Covenant recorded September 6, 2005, as Instrument No. 2005-016369, and re-recorded on November 14, 2005, as Instrument No. 2005-021075, in the Official Records of Gila County, Arizona (the "**Declaration**").

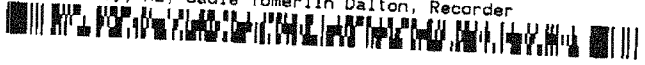
B. Pursuant to the terms of Article 3 of the Declaration, the Owners desire to amend the Declaration as provided in this Amendment.

NOW, THEREFORE, for good and valuable consideration, and in receipt of the mutual covenants contained herein, the parties do hereby agree as follows:

AMENDMENT:

1. Capitalized Terms. Unless otherwise expressly defined herein, all capitalized terms used in this Amendment shall have the meanings assigned to such terms as set forth in the Declaration.

2. Tonto Rim Ranch Lot 5 Building Envelope. Attached hereto as **Exhibit "A"** is a depiction of the currently building envelope for Tonto Rim Ranch Lot 5 and, in the "DETAIL" section thereof, the location of a flagstone patio, fire pit and barbeque on Lot 5 in relation to the current building envelope (the "**Lot 5 Drawing**"). This flagstone patio, fire pit and barbeque are hereafter referred to as the "**Barbeque Improvements**". The boundaries for the building envelope for Lot 5 shall be extended to include the Barbeque Improvements as depicted on the Lot 5 Drawing. The only structural improvements that can be placed or otherwise located in this extension of the building envelope shall be the current Barbeque Improvements, provided that such Barbeque Improvements must at all times conform with any and all requirements and restrictions set forth in the Declaration, as amended, and/or any rules and regulations created in accordance therewith.



3. Binding Amendment. This Amendment shall be binding upon and inure to the benefit of the successors and assigns of the Owners.

4. Counterparts and Facsimile Signatures. This Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

5. Effect of Amendment. In the event of any inconsistencies between this Amendment and the Declaration, the terms of this Amendment shall govern. Except as provided for herein, all other terms and conditions of the Declaration, including the defined building envelopes for all other Tonto Rim Ranch Lots and Krumwiede Lots, shall remain unchanged and in full force and effect, and the Owners reaffirm the terms and conditions of the Declaration. This Amendment may only be varied by a document, in writing, of even or subsequent date hereof, executed by all the current owners of the Tonto Rim Ranch Lots and the Krumwiede Lots.

[Signatures on Next Page]

Unofficial



IN WITNESS WHEREOF, the Owners have executed this Amendment to Declaration of Restrictive Covenant to be effective as of the date first written above.

"OWNERS"

Tonto Rim Ranch Lot 5

Krumwiede Tax Parcel ID 303-04-016B

Eric Lira
Eric Lira

Craig L. Krumwiede, Trustee of The Krumwiede Revocable Living Trust dated August 22, 1994, as amended

Patricia L. Lira
Patricia L. Lira

Alison Lewis Krumwiede, Trustee of The Krumwiede Revocable Living Trust dated August 22, 1994, as amended

Tonto Rim Ranch Lot 6

Krumwiede Tax Parcel ID 303-04-017A

Tonto Rim Ranch, L.L.C.,
an Arizona limited liability company,
By: Harvard Investments, Inc.,
a Nevada corporation,
Its Manager

Craig L. Krumwiede, Trustee of The Krumwiede Revocable Living Trust dated August 22, 1994, as amended

By: _____
Its: _____

Alison Lewis Krumwiede, Trustee of The Krumwiede Revocable Living Trust dated August 22, 1994, as amended

Tonto Rim Ranch Lot 7

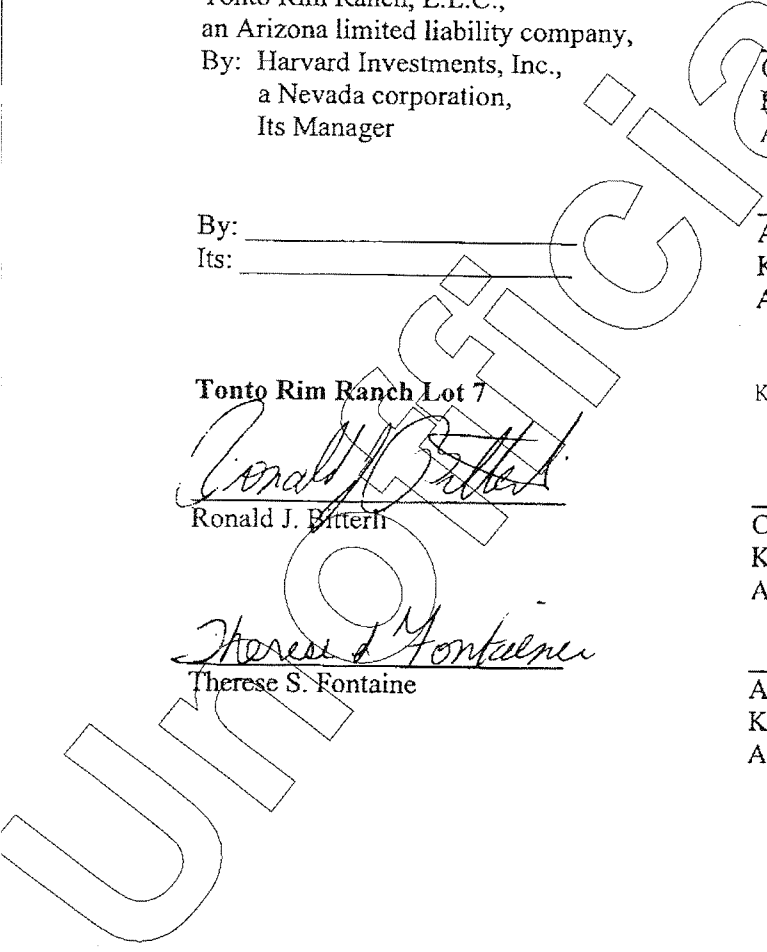
Krumwiede Tax Parcel ID 303-04-018D

Ronald J. Bitterli
Ronald J. Bitterli

Craig L. Krumwiede, Trustee of The Krumwiede Revocable Living Trust dated August 22, 1994, as amended

Therese S. Fontaine
Therese S. Fontaine

Alison Lewis Krumwiede, Trustee of The Krumwiede Revocable Living Trust dated August 22, 1994, as amended





IN WITNESS WHEREOF, the Owners have executed this Amendment to Declaration of Restrictive Covenant to be effective as of the date first written above.

"OWNERS"

Tonto Rim Ranch Lot 5

Krumwiede Tax Parcel ID 303-04-016B

Eric Lira

Craig L. Krumwiede, Trustee of The
Krumwiede Revocable Living Trust dated
August 22, 1994, as amended

Patricia L. Lira

Alison Lewis Krumwiede, Trustee of The
Krumwiede Revocable Living Trust dated
August 22, 1994, as amended

Tonto Rim Ranch Lot 6

Krumwiede Tax Parcel ID 303-04-017A

Tonto Rim Ranch, L.L.C.,
an Arizona limited liability company,
By: Harvard Investments, Inc.,
a Nevada corporation,
Its Manager

Craig L. Krumwiede, Trustee of The
Krumwiede Revocable Living Trust dated
August 22, 1994, as amended

By:
Its: _____

Alison Lewis Krumwiede, Trustee of The
Krumwiede Revocable Living Trust dated
August 22, 1994, as amended

Tonto Rim Ranch Lot 7

Krumwiede Tax Parcel ID 303-04-018D

Ronald J. Bitterli

Craig L. Krumwiede, Trustee of The
Krumwiede Revocable Living Trust dated
August 22, 1994, as amended

Therese S. Fontaine

Alison Lewis Krumwiede, Trustee of The
Krumwiede Revocable Living Trust dated
August 22, 1994, as amended

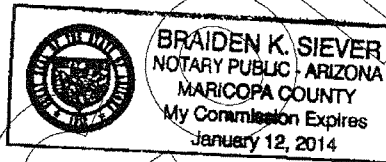


State of Arizona)
) ss.
County of Maricopa)

On this, the 9 day of June, 2010, before me, the undersigned Notary Public, personally appeared Eric Lira known to me (or satisfactorily proven) to be the person whose name is subscribed in the foregoing instrument

Braiden K Siever
Notary Public

My Commission Expires: JAN 12, 2014

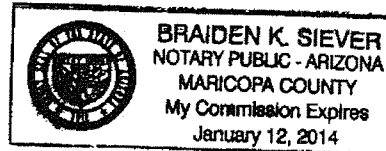


State of Arizona)
) ss.
County of Maricopa)

On this, the 9 day of June, 2010, before me, the undersigned Notary Public, personally appeared Patricia L. Lira known to me (or satisfactorily proven) to be the person whose name is subscribed in the foregoing instrument

Braiden K Siever
Notary Public

My Commission Expires: JAN 12, 2014



State of Arizona)
) ss.
County of Maricopa)

On this, the _____ day of _____, 2010, before me, the undersigned Notary Public, personally appeared _____, known to me (or satisfactorily proven) to be the _____ of Harvard Investments, Inc., the manager of Tonto Rim Ranch, L.L.C., whose name is subscribed in the foregoing instrument, on behalf of the company.

Notary Public

My Commission Expires:

UNRECORDED

State of Arizona)
County of Maricopa) ss.

On this, the 22 day of JUNE, 2010, before me, the undersigned Notary Public, personally appeared Ronald J. Bitterli known to me (or satisfactorily proven) to be the person whose name is subscribed in the foregoing instrument.

Chantel Grass
Notary Public

My Commission Expires: Dec. 1, 2013



State of Arizona)
County of Maricopa) ss.

On this, the 17 day of JUNE, 2010, before me, the undersigned Notary Public, personally appeared Therese S. Fontaine known to me (or satisfactorily proven) to be the person whose name is subscribed in the foregoing instrument

Chantel Grass
Notary Public

My Commission Expires: Dec. 1, 2013



State of Arizona)
County of Maricopa) ss.

On this, the _____ day of _____, 2010, before me, the undersigned Notary Public, personally appeared Craig Krumwiede, known to me (or satisfactorily proven) to be the Trustee of The Krumwiede Revocable Living Trust dated August 22, 1994, as amended, whose name is subscribed in the foregoing instrument, on behalf of the Trust.

Notary Public

My Commission Expires:

UNOFFICIAL



State of Arizona)
) ss.
County of _____)

On this, the _____ day of _____, 2010, before me, the undersigned Notary Public, personally appeared Ronald J. Bitterli known to me (or satisfactorily proven) to be the person whose name is subscribed in the foregoing instrument.

Notary Public

My Commission Expires:

State of Arizona)
) ss.
County of Maricopa)

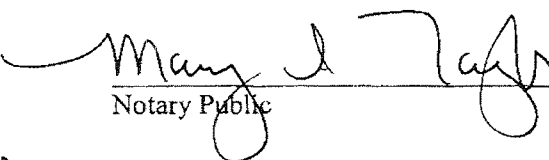
On this, the _____ day of _____, 2010, before me, the undersigned Notary Public, personally appeared Therese S. Fontaine known to me (or satisfactorily proven) to be the person whose name is subscribed in the foregoing instrument

Notary Public

My Commission Expires:

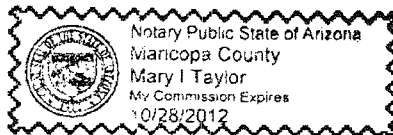
State of Arizona)
) ss.
County of Maricopa)

On this, the 29th day of June, 2010, before me, the undersigned Notary Public, personally appeared Craig Krunwiede, known to me (or satisfactorily proven) to be the Trustee of The Krunwiede Revocable Living Trust dated August 22, 1994, as amended, whose name is subscribed in the foregoing instrument, on behalf of the Trust.



Notary Public

My Commission Expires: 10-28-12



State of Arizona)
) ss.
County of Maricopa)

On this, the ____ day of _____, 2010, before me, the undersigned Notary Public, personally appeared Eric Lira known to me (or satisfactorily proven) to be the person whose name is subscribed in the foregoing instrument

Notary Public

My Commission Expires:

State of Arizona)
) ss.
County of Maricopa)

On this, the ____ day of _____, 2010, before me, the undersigned Notary Public, personally appeared Patricia L. Lira known to me (or satisfactorily proven) to be the person whose name is subscribed in the foregoing instrument

Notary Public

My Commission Expires:

State of Arizona)
) ss.
County of Maricopa)

On this, the 29th day of June, 2010, before me, the undersigned Notary Public, personally appeared Craig L. Krummholz, known to me (or satisfactorily proven) to be the President of Harvard Investments, Inc., the manager of Tonto Rim Ranch, L.L.C., whose name is subscribed in the foregoing instrument, on behalf of the company.

Mary I Taylor

Notary Public

My Commission Expires: 10-28-12





EXHIBIT "A"

TONTO RIM RANCH LOT 5 DRAWING

Unofficial Copy

