

STATE OF ARIZONA
COUNTY OF PIMA

I hereby certify that the within instrument was filed and recorded
in DOCKET 6531 page 34- and indexed
319

Fee No.
51350

at the request of

PIONEER NAT'L TITLE INS. CO.

MAY 15 '81 - 8 20 AM

Witness my hand and official seal.

RICHARD J. KENNEDY County Recorder,

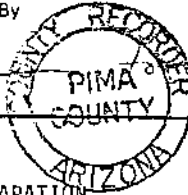
By

Deputy Recorder

Compared
Photostated
Fee

3.50

When recorded mail to:
Pioneer Trust Company
Box 26200
Tucson, AZ 85726



DECLARATION
OF

FILE 607

COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION IS MADE this 4th day of May, 1981, by PIONEER TRUST COMPANY OF ARIZONA, an Arizona Corporation, as Trustee under Trust No. 11,267, hereinafter referred to as DECLARANT.

WHEREAS DECLARANT is the sole fee owner of the following described property: Lots 1 thru 58 of POWDER HORN RANCH, Pima County, Arizona, as shown by map on file in Book 31 of Maps and Plats at Page 73, Pima County Records, which shall hereinafter be referred to as the property.

NOW THEREFORE, DECLARANT does hereby adopt the following general scheme and plan for the improvements, use and restrictions in the use of the property for the enjoyment and several benefits of themselves, as subdividers of said land, and also for the owners of any part of the property, their successors or assigns. DECLARANT does hereby declare that having adopted such general scheme and plan the same is now hereby impressed and fixed on all of the property and each part and parcel thereof on all of their successors, representatives and assigns even though no reference to such plan shall be made in the deeds of conveyance as to any such successor, representative or assign; and the passing of title to any part or parcel of the property shall carry with it as an appurtenance the obligation and burden of such general scheme and plan. The said general plan shall consist of the property being and remaining subject to the following Covenants, Conditions and Restrictions.

1. LAND USE AND BUILDING TYPE: No lot shall be used except the residential purposes. No building shall be erected, altered or placed on any lot other than one detached single-family dwelling not to exceed two stories in height, a private garage or carport for not more than three cars and/or one accessory building of not more than 1,000 square feet. Any private garage, carport or accessory building shall be architecturally similar to the single family residence.

2. DWELLING SIZE: The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,400 -square feet for a one-story dwelling, not less than 800 square feet for a dwelling of more than one story.

3- SET BACK: Any building or structure, other than a wall or fence, shall be located not closer than 10 feet from any lot line excluding terraces, steps and/or roof projections at the eaves, and shall be subject to appropriate city or county regulations.

4. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than 70 feet nor shall any dwelling be erected or placed on any lot having an area of less than 36,000 square feet.

5- UTILITY CONNECTIONS: All telephone service wire connections to the main telephone system and all power connections to the main power system must be placed underground.

RETURN TO UNIT 4

653100 31A

6. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, base-ment, tent, shack, garage, barn or other outbuilding shall be used on any lot as a residence either temporarily or permanently. No horse trailer, travel trailer, camper trailer, or house trailer shall be stored or permitted on the property for a period exceeding 72 hours unless enclosed in such a manner that it is not visible from adjoining lots.

7. PLAN APPROVAL: No building may be erected until the plans and specifications therefor have been approved by Springline Homes, Incorporated or their successors in interest. If no action has been taken on said plans and specifications by Springline Homes, Incorporated or their successors in interest within 30 days after submittal thereof, this failure to act may be construed as a waiver of any of the other provisions contained herein.

8. CONSTRUCTION: The work of construction of any building on any part of said property shall be prosecuted diligently from the commencement thereof until the completion thereof.

9. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

10. MAIL BOXES: Springline Homes, Incorporated, or their successors in interest, shall determine the locations, color, size, design, lettering and all other particulars of all mail or paper delivery boxes and standards and brackets and name signs for same in order that the area be strictly uniform in appearance with respect thereto.

11. OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

12. LIVESTOCK AND POULTRY: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose, and except as provided for herein. Dog runs are not allowed.

13. NUISANCES: No lot shall be used for or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

All clothes lines, equipment, service yards, wood piles or storage piles shall be walled in or kept screened by adequate planting or other means in such manner as to conceal them from the view of neighboring lots, roads or streets.

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

14. NATIVE GROWTH AND PLANTINGS: The native growth on said property, including cacti and palo verde and mesquite trees, shall not be destroyed or removed from any of the lots in said subdivision by any of the lot owners, except such native growth as may be necessary for the construction and maintenance of roads, drive-ways, residences, garages and other outbuildings, and/or walled-in service yards and patios, unless written permission be first obtained from Springline Homes, Incorporated, or their successors in interest.

15. MECHANICAL EQUIPMENT: No air conditioning equipment, heating equipment, •• cooling or heating ducts, solar equipment or other equipment shall be placed, installed or maintained on the roof or wall of any building or structure except

when the same is completely concealed from horizontal view. Springline Homes, Incorporated, may grant approval not inconsistent with the provisions of this paragraph if and only if the materials, style, color and design of the devices to be approved are in conformity with the aesthetic appearance of the remainder of the subdivision; and all reasonable measures have been taken to conceal such devices, and to minimize the alteration of the design or profile of any building or structure. Anything to the contrary notwithstanding, Springline Homes, Incorporated, shall not be required to approve plans or specifications concerning devices which are not the subject of this paragraph.

16. ANTENNAS: No radio or TV antenna or aerial shall be constructed or installed which shall extend above 10 feet in height over the highest point of the roof upon which aerial is installed.

17. EXCLUSIONS: (A) Any property taken or provided for the installation of public utilities shall be excluded from all of the herein provisions.

(B) In that Lots 1, 2, 3, 9, 10, 11, 12, 13, 37, 38, 48, 49, 51 and 54 exceed 43,560 square feet in size, they will be exempted from paragraph 13 herein only to the extent that horses will be allowed and a maximum of four fowl or poultry will be allowed.

(C) Lots 24, 25, 57 and 58 are specifically excluded from these Covenants, Conditions and Restrictions.

18. CORRALS: Corrals must be a minimum of 400 square feet per animal and must be constructed of the following materials *or* any combination of them: pipe, wood, railroad ties or wood posts. Corral gates shall be constructed of the same material. Minimum acceptable size of planking used in construction of the corral siding shall be at least 2" x 6" dimension lumber. The construction of corrals of corrugated metal, barbed wire, single strand wire fencing or range wire is prohibited. Corrals shall be a minimum of 10 feet from rear and side lot lines, and shall be a minimum of 40 feet from front lot lines.

19. STABLES: Stables and stalls or shelter roofs shall have a minimum size of 12 feet by 12 feet per horse and must be constructed to blend architecturally with the construction of the residence on the property. Prohibited materials are corrugated iron, corrugated aluminum and barbed wire. Said stables, stalls or shelter roofs shall be a minimum of 40 feet from any lot line.

20. FENCING: Perimeter fencing shall be of approved and acceptable stock fencing, except that barbed wire or chainlink shall not be used. All perimeter fencing must be approved in writing by Springline Homes, Incorporated, who may approve chainlink fence as part of a tennis court.

21. PRIVATE STREETS: All interior roads and streets to Powder Horn Ranch Subdivision, shown on said plat as public streets, may revert to Private Streets. The Pima County Board of Supervisors, under Proceedings No. 2403, will consider the abandonment of said streets May 19, 1981. At such time as said streets and roads are abandoned the provisions of this paragraph, 21, will automatically apply:

(A) MEMBERS' EASEMENTS - Every lot owner shall have a right and easement of enjoyment in and to the Private Streets which shall be appurtenant to and pass with the title to *every* lot whether so expressly stated in the instrument of conveyance or not;

(B) MEMBERSHIP AND VOTING RIGHTS - Every owner of a lot within-said subdivision shall be a member of POWDER HORN RANCH HOMEOWNERS ASSOCIATION. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment;

All members shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot;

COVENANT FOR MAINTENANCE ASSESSMENTS -- Each owner of any lot by acceptance of a deed therefor, whither *or* not it shall be so expressed therein, is deemed to covenant and agree to pay to the Association annual and/or special assessments for maintenance and upkeep of the Private Streets which assessments to be established and collected as herein provided. The annual and/or special assessments, together with interest, costs and reasonable attorney's fees, shall be a lien on the land against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them;

MAXIMUM ANNUAL ASSESSMENT - The maximum annual assessment shall be THREE HUNDRED DOLLARS (\$300.00) per lot. The Board of Directors of the Association may, however, fix the annual assessment at an amount not in excess of the maximum. To establish and fix a higher maximum annual assessment shall require a 2/3rds not of the membership;

NOTICE AND QUORUM FOR THE ASSOCIATION - Written notice of any meeting called for the purpose of taking any action relative to assessments shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast 60% of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting;

ASSESSMENT DUE DATES - The assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Private Streets to the Association. The first assessment shall be adjusted according to the number of months remaining in the fiscal year. The Board of Directors shall fix the amount of the assessment against each lot at least thirty (30) days in advance of each assessment period. Written notice of the assessment shall be sent to *every* owner subject thereto. The due dates of the annual and/or special assessment shall be established by the Board of Directors;

EFFECT OF NONPAYMENT OF ASSESSMENTS, REMEDIES OF THE ASSOCIATION - Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six (6) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by the non-use of the Private Streets or abandonment of his lot;

SUBORDINATION OF THE LIEN TO MORTGAGES - The lien of the assessments provided herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payment which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

MAINTENANCE PRIOR TO ASSOCIATION - Springline Homes, Incorporated, hereby agrees to maintain, at it's expense, the Private Streets until such time as 44 lots have been conveyed. At such time as 44 lots have been conveyed Springline Homes, Incorporated, will convey the Private Streets to POWDER HORN RANCH HOMEOWNERS ASSOCIATION. Upon said conveyance Springline Homes, Incorporated, will cease all liability therefore.

Should the streets in Powder Horn Ranch subdivision not revert to private ownership then the provisions of Paragraph 21 are void.

22. GENERAL PROVISIONS: (A) TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these Covenants, Conditions and Restrictions are recorded, after which time they shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said Covenants, Conditions and Restrictions in whole or in part.

(B) ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages. If, upon the erection of the first improvement upon any of the residential lots which are subject to these restrictions, it is disclosed by survey that a minor violation or infringement of the setback lines has occurred, such violation or infringements may be waived by the written consent and waiver of the owners of the residential lots immediately adjoining on either side of the residential lot upon which the violations or infringement occurs and such waiver shall be binding upon all other owners of residential lots which are subject to these restrictions and shall nullify the provisions of this paragraph insofar as any right of suit or action occurs by reason of such violation so waived. Nothing herein contained shall prevent the prosecution of a suit for any other violations of these restrictions. For the purpose of defining a "minor" violation herein contained, such violation shall be not more than two feet beyond the setback lines as herein set forth. This provision shall apply only to the original structure and shall not be applicable to any alterations or repairs to such structure.

(C) SEVERABILITY: Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

22. DELAY OR OMISSION: No delay or omission on the part of the owners or owner of any lot or lots in said subdivision in exercising any right, power of remedy herein provided for in the event of any breach of any of the provisions, conditions, restrictions and covenants herein contained shall be construed as a waiver thereof or acquiescence therein; and no right of action shall accrue nor shall any action be brought or maintained by anyone whomsoever against the undersigned for or on account of the failure or neglect of the undersigned to exercise any right, power or remedy herein provided for in the event of any such breach of any said provisions, conditions, restrictions or covenants which may be unenforceable.

23. ATTORNEY'S FEES: In the event suit or action shall be brought by any of the parties affected by these declarations for the enforcement of any of the covenants or conditions on the part of any parties to be kept or performed, the parties agree to pay to the successful party in such litigation such sum as the court may adjudge reasonable as attorney's fees to be allowed the successful party in such suit or action, including any appeal therefrom.


24. SAVINGS CLAUSE: A violation of these restrictive covenants, conditions, and restrictions, or any one or more of them, shall not affect the lien of any mortgage or deed of trust now of record, or which may hereafter be placed of record upon said lots or any part thereof.

SPRINGLINE HOMES, INCORPORATED, an Arizona Corporation

By: Robert W. Felix
Robert W. Felix
President

STATE OF ARIZONA)
COUNTY OF PIMA) ss.

This instrument was acknowledged before me this 14th day of May, 1981, by Robert W. Felix, President of Springline Homes, Incorporated, an Arizona Corporation, as an act of said corporation.

Sumida G. M.
Notary Public


My commission expires:

My Commission Expires Dec. 11, 1981

Western Savings and Loan Association, an Arizona Corporation, as beneficiary under several Deed of Trust encumbering the said subdivision executes this CONSENT to the Covenants, Conditions and Restrictions and each and every provision contained herein.

WESTERN SAVINGS AND LOAN ASSOCIATION,
an Arizona Corporation


By: John R. [Signature]

PIONEER TRUST COMPANY OF ARIZONA, An Arizona Corporation, as Trustee under Trust No. 11,267 and not otherwise

By: Robert G. Northwood
ROBERT G. NORTHWOOD
Assistant Trust Officer

STATE OF ARIZONA)
COUNTY OF PIMA) ss.

This instrument was acknowledged this 14th day of May, 1981, by ROBERT G. NORTHWOOD, Assistant Trust Officer of Pioneer Trust Company of Arizona, an Arizona Corporation, as Trustee only.


Sumida G. M.
Notary Public

My Commission Expires:



RESOLUTION AND ORDER NO. 1981 - 73

PROVIDING FOR THE ABANDONMENT OF
STREETS IN POWDER HORN RANCH

UNDER PROCEEDINGS NO. 2403

WHEREAS, the petition for the abandonment of the streets
in Powder Horn Ranch, more particularly described as follows:

All interior roads and streets as shown on the
Plat of Powder Horn Ranch, Lots 1 thru 58, as
recorded in Book 31 of Maps and Plats at Page
73, Pima County, Arizona, said roads being
Prairie Dog Lane, Buckshot Circle, Powder Horn
Drive, Powder Horn Place and El Poso Trail.
RESERVING HOWEVER unto the owners of all property
near and adjacent to this abandonment their
successors and assigns, easements of ingress and
egress and for the installation and maintenance
of utilities and sewers.

is presented for hearing this 19th day of May, 1981, and said
petition, opposition, and objections, together with the necessity
for public use having *been* considered, and no land adjoining said
roads and streets is left without access to a public highway, and
the Board being fully advised in this matter;

IT IS HEREBY RESOLVED that we, the Board of Supervisors
Of Pima County, in regular meeting assembled do grant the petition
filed herein for the abandonment, as described above and as requested
in said petition, and do hereby vacate and abandon said roads and
streets, excepting from this abandonment any and all rights-of-way
or easements, for existing sewer, gas, water, or similiar pipelines,
or for canals, laterals or ditches, or for electric, telephone and
similar lines shall continue as they existed prior to the afore-
mentioned abandonment in accordance with Arizona Revised Statutes
28-1903.

It is further resolved that the interests of Pima County
in the lands described above *are* hereby disposed of as follows:

Title to the land abandoned shall vest in the
adjacent owners. Said vacated land shall be
distributed to each adjoiner in accordance with
Arizona Revised Statutes 28-1902.

IT IS HEREBY ORDERED that the above described roads and
streets be, and are hereby abandoned, subject to the above

65464 813





RESOLUTION AND ORDER NO. 1981 - 74
UNDER PROCEEDINGS NO. 2403
PAGE 2

exceptions and that the Clerk of the Board of Supervisors record this Resolution and Order, together with a map of said Abandonment Proceedings No. 2403 in the office of the County Recorder of Pima County, Arizona.

DONE BY ORDER OF THE Board of Supervisors this 19th day of May, 1981.

Sam Lane
Chairman, Board of Supervisors of Pima County

ATTEST:
Gregory J. Hall
Clerk, Board of Supervisors of Pima County

60105 DO NOT MAIL

no 302

INDEXED	COPIES	SLOTTED



State of Arizona
County of Pima

Book 1674 Page 813-814

BY *James Burkheim*
Deputy

6546 MAY 814

MINI RECORDED MAIL TO:
MR. & MRS. ROLAND INCH
10090 E. Powder Horn Place
Tucson, Arizona 85715

EASEMENT

THIS AGREEMENT, dated this 10th day of June, 1981 is between Springline Homes, Inc., hereinafter referred to as "Grantor" and Roland F. Inch and Joan M. Inch, hereinafter referred to as "Grantee".

WHEREAS, Grantor is the developer and owner of Powder Horn Ranch, a subdivision in Pima County, Arizona;

WHEREAS, grantor is also the owner of property adjoining but excluded from the Powder Horn Ranch Subdivision consisting of two parcels of land and improvements identified as "Parcel A" and "Parcel B" on the attached Exhibit A;

WHEREAS, Parcel A and Parcel B are located several hundred feet south of Tanque Verde Road, a Pima County Road as presently situated;

WHEREAS, Roadway access between Parcel A and Parcel B and Tanque Verde Road can presently only be obtained by roads which are a part of Powder Horn Ranch Subdivision, said roads being privately owned by grantor;

WHEREAS, Grantee has contracted to purchase Parcel A from Grantor and has also acquired a written option to purchase Parcel B from Grantor;

WHEREAS, Grantor and Grantee, as a part of the transaction involving the sale of Parcel A and granting of an option for Parcel B, desire that the matter of roadway access, ingress and egress, be established between Parcel A and Parcel B and the Tanque Verde Road;

NOW THEREFORE, In the mutual consideration of the parties, and as a part of the consideration paid by Grantee this day to Grantor for the purchase of Parcel A and for the purchase of an option to acquire Parcel B, which consideration Grantor hereby acknowledges receipt, the parties agree as follows:

1. Grantor hereby conveys, quit claims and assigns to Grantee, their successors, heirs, or assigns, at no additional present or future charge or cost to Grantee their successors, heirs, or assigns, the absolute right, privilege, and easement to use for roadway purposes for general travel and passage to and from Parcel A and Parcel B any and all private roadways located, constructed, and maintained in Powder Horn Ranch Subdivision as said roadways are presently or as they may be in the future as situated.
2. Grantor acknowledges that the grant of easement to Grantee, their successors, heirs or assigns shall include the right, without further charge or cost, of all visitors, invitees, servants or other individuals or persons who Grantee may desire, to use said roadways between Tanque Verde Road and Parcel A and Parcel B.
3. It is understood that this grant of easement shall continue to apply and to be in effect as to all private or public roadways located within and upon the land now known as Powder Horn Ranch Subdivision, notwithstanding future changes of subdivision conditions or deed restrictions, or changes in the location of said roadways or of future routings or locations of Tanque Verde Road.
4. Grantor shall not grant or dedicate any other easement on, under, or over the above roadway easement and right of way which in any way conflicts with Grantee's rights as herein described without first obtaining Grantee's written consent and approval.

6569 397

Easement
Page 2

5. Grantor hereby grants and conveys to Grantee the right to transfer and assign this easement and right of way in whole or in part and the terms, covenants, and conditions herein shall be binding upon and inure to the benefit of any heirs, executors, administrators, representatives, licensees, agents or assigns of Grantor and the successors and assigns of Grantee.

IN WITNESS WHEREOF, the Grantor has executed these presents this 30th day of June, 1981.

Springline Homes, Incorporated,
an Arizona Corporation

By Robert W. Felix
Robert W. Felix, President

State of Arizona)

County of Pima)

This instrument was acknowledged before me this 30th day of June, 1981, by Robert W. Felix, President of Springline Homes, Incorporated, an Arizona corporation, as an act of said corporation.

Nancy Perez
Notary Public

My commission expires



6-24-81 309

LEGAL DESCRIPTION

REPORT NO. 270-01-093408

That portion of the Northeast Quarter of Section 2, Township 14 South, Range 15 East, Gila and Salt River Base and Meridian, Pima County, Arizona, described as follows:

All that portion of that parcel of land shown as "excluded" on the plat of POWDER HORN RANCH, as recorded in Book 41 of Maps and Plats, at Page 73, records of Pima County, Arizona, more particularly described as follows:

BEGINNING at the Northeast corner of said excluded parcel, common with the Southeast corner of Lot 24, of said POWDER HORN RANCH;

THENCE South 00 degrees, 13 minutes, 34 seconds West, along the East line of said excluded parcel, 1055.69 feet;

THENCE North 67 degrees, 00 minutes, 10 seconds West, 279.23 feet to the TRUE POINT OF BEGINNING;

THENCE continuing North 67 degrees, 00 minutes, 10 seconds West, 312.83 feet to the West line of said excluded parcel;

THENCE North 04 degrees, 30 minutes, 00 seconds West, along said West line, 620.00 feet;

THENCE North 39 degrees, 19 minutes, 33 seconds East, along the Northwesterly line of said excluded parcel, 285.74 feet to a curve of the right-of-way of POWDER HORN RANCH, from which the radius point of said curve bears North 54 degrees, 38 minutes, 09 seconds East, 40.00 feet distant;

THENCE Easterly along said curve concave to the North, having a central angle of 81 degrees, 16 minutes, 33 seconds, and a radius of 40.00 feet, an arc length of 56.74 feet;

THENCE South 16 degrees, 30 minutes, 00 seconds East, 314.00 feet;

THENCE South 01 degrees, 23 minutes, 48 seconds East, 647.87 feet to the TRUE POINT OF BEGINNING.

656917 399

LEGAL DESCRIPTION - PARCEL B

All that portion of that parcel of land shown as 'EXCLUDED' on the plat of Powder Horn Ranch, as recorded in Book 31 of Maps and Plats at page 73 in the Office of the County Recorder, Pima County, Arizona, more particularly described as follows:

Commencing at the Northeast corner of said excluded parcel, common with the Southeast corner of Lot 24 of said Powder Horn Ranch;

thence South $00^{\circ} 13' 34''$ West along the East line of said excluded parcel, 240.00 feet to the TRUE POINT OF BEGINNING;

thence continuing South $00^{\circ} 13' 34''$ West, along said East line, 815.69 feet;

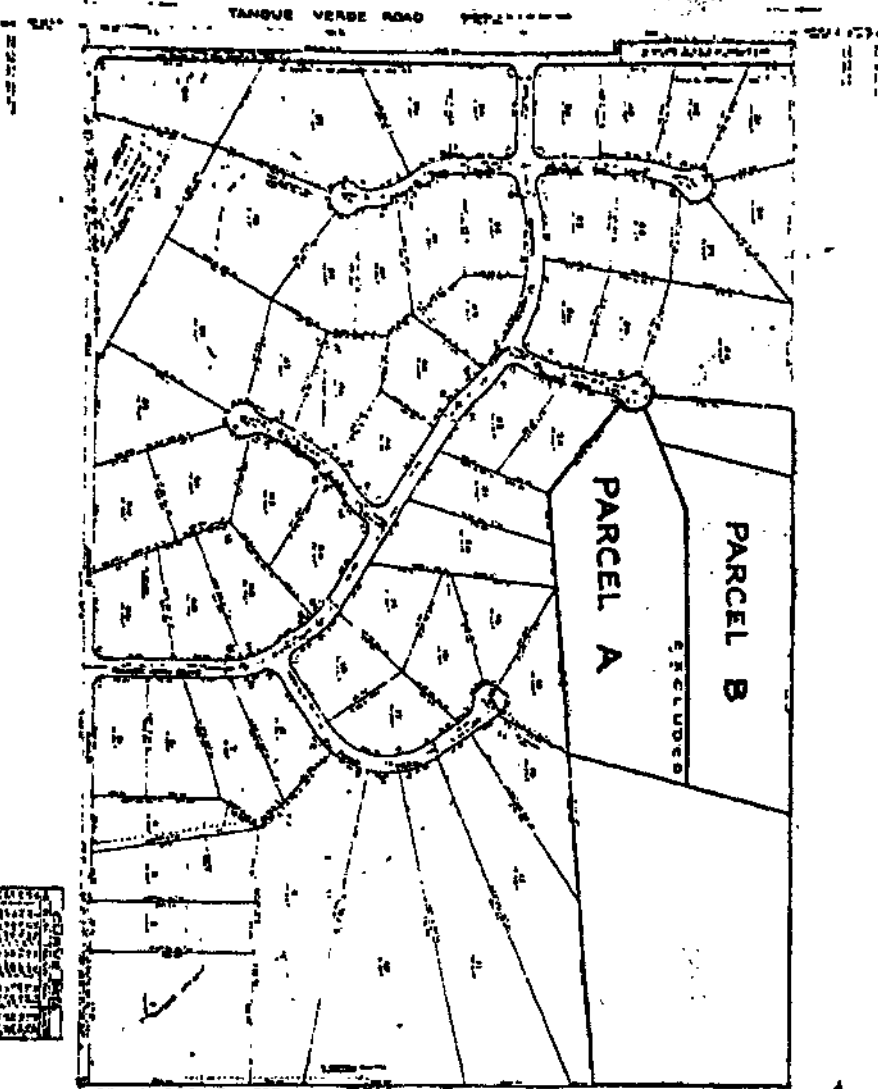
thence North $67^{\circ} 00' 10''$ West a distance of 279.23 feet;

thence North $01^{\circ} 23' 48''$ West a distance of 647.87 feet;

thence North $16^{\circ} 30' 00''$ West a distance of 154.00 feet;

thence South $69^{\circ} 00' 15''$ East a distance of 354.69 feet to the TRUE POINT OF BEGINNING.

6569 PAGE 400



LEGEND
 --- UNIMPROVED
 --- IMPROVED
 --- EASEMENT
 --- ETC.

PROPERTY RECORD SERVICE
 1000 N. 1ST AVENUE
 TULSA, OKLA. 74103
 (918) 596-1111

PROPERTY RECORD SERVICE
 1000 N. 1ST AVENUE
 TULSA, OKLA. 74103
 (918) 596-1111

31-732

STATE OF ARIZONA
 COUNTY OF PIMA
 Witness my hand and Official Seal.

I hereby certify that the within
 instrument was filed for record
 in Pima County, State of Arizona

RICHARD J. KENNEDY
 County Recorder

Indexed	Filed	Blotted



No. 79341
 6569-1 Page 397-401
 Date: 11-10-81 8:00 AM
 Requested by: [illegible]

By: [Signature] Deputy 6569-1 401 Fee: \$ 00

FILE

STATE OF ARIZONA }
County of PIMA } ss.

I hereby certify that the within instrument was filed and recorded

Fee No. 112312

In DOCKET 6645

page 338

and indexed

OCT 28 '81 - 8:00 AM

the request of

PIONEER NATIONAL TITLE

then recorded, mail to:

Witness my hand and official seal

RICHARD J. KEENE, PIMA County Recorder,

By *[Signature]*
Recorder

Compared
Photostated
Fee:

3.00

AMENDMENT TO

COVENANTS, CONDITIONS AND RESTRICTIONS

This amendment is made this 26th day of October, 1981, by SPRINGLINE HOMES, INCORPORATED, an Arizona Corporation, being the owner of the majority of lots, of the following described subdivision:

POWDER-HORN RANCH, Pima County, Arizona, as shown by map on file in Book 31 of Maps and Plats at Page 73, Pima County Records.

Declarant, herein, is desirous of amending those Covenants, Conditions and Restrictions recorded in Docket 6531 at page 314 for the mutual benefits of all owners and therefore paragraph 17 (B) is hereby amended to read:

17 (B) Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 30 > 31, 37, 38, 48, 49, 50, 51, 54, 55 and 56 will be exempted from paragraph 13 herein only to the extent that horses will be allowed and a maximum of four fowl or poultry will be allowed.

Except as expressly amended, those Covenants, Conditions and Restrictions recorded in Docket 6531 at page 314 remain in full force and effect as though fully set forth herein.



STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

SPRINGLINE HOMES, INCORPORATED,
an Arizona Corporation

Robert W. Felix
Robert W. Felix
President

This instrument was acknowledged before me this 27th day of October, 1981, by Robert W. Felix, President of Springline Homes, Incorporated, an Arizona Corporation, as an act of said corporation.

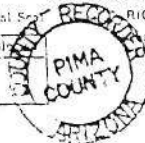
[Signature]
Notary Public

My commission expires: My Commission Expires Oct. 30, 1981

STATE OF ARIZONA }
 COUNTY OF PIMA } ss.
 Whereas my hand and official seal of RICHARD J. KENNEDY
 County Recorder

Doc. 6911 Page 77
 Date FEB 27 1982 8 AM
 Request of: PIONEER NATIONAL TITLE

Indexed	Filed	By



By IC-7 Deputy Fee: 5-8-82

WHEN RECORDED MAIL TO:
 SPRINGLINE HOMES, INC.
 9900 E. Tanque Verde
 Tucson, Az. 85715
 attn: Robert Felix

AMENDMENT TO

STATE OF ARIZONA } I hereby certify that the within instrument was filed and recorded Fee No. 41146
 COUNTY OF PIMA } ss. in DOCKET 6776 page 31 and indexed
 at the request of
 TRANSAMERICA TITLE INS.
 When recorded mail to:
 Paul Johnson
 PIONEER NATIONAL TITLE INSURANCE
 Box 26200
 Tucson, AZ 85726
 Witness my hand and official seal.
 Richard J. Kennedy,
 County Recorder.
 Deputy Recorder
 MAY 7 1982 - 8:52 AM
 Compared
 Photostated
 Fee

AMENDMENT TO
 COVENANTS, CONDITIONS AND RESTRICTIONS

This amendment is made this 4th day of May, 1982, by SPRINGLINE HOMES, INCORPORATED, an Arizona Corporation, being the owner of a majority of lots, of the following described subdivision:

POWDER HORN RANCH, Pima County, Arizona, as shown by map on file in Book 31 of Maps and Plats at Page 73, Pima County Records.

Declarant, herein, is desirous of amending these Covenants, Conditions and Restrictions recorded in Docket 6531 at page 314, as amended, for the mutual benefit of all owners and, therefore, paragraph 17 (B) is hereby amended to read:

COURTESY RECC DING
 NO LIABILITY

17 (B) Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 30, 31, 37, 38, 48, 51 and 56 will be exempted from paragraph 13 herein only to the extent that horses will be allowed and a maximum of four fowl or poultry will be allowed.

Except as expressly amended, these Covenants, Conditions and Restrictions recorded in Docket 6531 at page 314, as amended, remain in full force and effect as though fully set forth herein.

SPRINGLINE HOMES, INCORPORATED
 an Arizona Corporation

Robert W. Felix
 Robert W. Felix, President

STATE OF ARIZONA)
) ss.
 COUNTY OF PIMA)

This instrument was acknowledged before me this 5th day of May, 1982, by Robert W. Felix, President of Springline Homes, Incorporated, an Arizona Corporation, as an act of said corporation.

Cynthia D. P... ..
 Notary Public

My Commission Expires:
11-11-82

STATE OF ARIZONA }
COUNTY OF PIMA } ss. I hereby certify that the within instrument was filed and recorded
in DOCKET 6733 77 44 and indexed in DEEDS

03215
Fee No.

at the request of PIONEER NATIONAL TITLE

When recorded, mail to:
Powder Horn Ranch, Inc.
9900 E. Tanque Verde Road
Tucson, Arizona 85713

Witnessed by hand of official seal
RICHARD J. KENNEDY
COUNTY Recorder
By _____
County Recorder

JUL 14 '82 - 8 AM

Computer
Photostated
Fee.

5 00 /h

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars, and other valuable considerations, the undersigned PIONEER TRUST COMPANY OF ARIZONA, an Arizona corporation, as Trustee, under Trust No. 11,267, the Grantor herein, does hereby convey to

POWDER HORN RANCH, INC., an Arizona corporation

the Grantee,

the following real property situated in **PIMA** County, Arizona, together with all rights and privileges appurtenant thereto, to wit:

ALL OF THE STREETS OF POWDER HORN RANCH, according to the plat of record in the office of the County Recorder, Pima County, Arizona, in Book 31 of Maps and Plats, at page 73.

Pursuant to ARS 33-401, PIONEER TRUST COMPANY OF ARIZONA, an Arizona corporation is named as Trustee under Trust No. 11,267, as set forth and described in that certain instrument recorded in Docket 6036, Page 325 on the records of PIMA County Recorder's Office.

Subject to all taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record.

And the Grantor hereby binds itself and its successors to warrant and defend the title, as against all acts of the Grantor herein and no other, subject to the matters above set forth.

Dated this 9th day of July, 1982 PIONEER TRUST COMPANY OF ARIZONA, as Trustee under Trust No. 11,267

BY: David J. Wright
Trust Officer

STATE OF ARIZONA)
) ss.
County of PIMA)

Before me this 9th day of July, 1982, personally appeared David J. Wright, who acknowledged himself to be a Trust Officer of the PIONEER TRUST COMPANY OF ARIZONA and that he as such officer, being authorized so to do, executed the foregoing instrument for the purpose, therein contained by signing the name of the corporation as Trustee, by himself as such officer.

Judith Skopron
Notary Public

My commission will expire:

1/3/86

6822 JUL 44

COURTESY RECORDING

STATE OF ARIZONA
 COUNTY OF PIMA
 Witness my hand and official seal this 16th day of February, 1983.

I hereby certify that the above instrument was filed for record in Pima County, State of Arizona.

RICHARD J. KENNEDY
 County Recorder

By 16.7
 Deputy

No. 10331
 6971-77
 Date: FEB 17 1983 8 AM
 Request of: PIONEER NATIONAL TITLE

Indexed	Filed	Size



WHEN RECORDED MAIL TO:
 SPRINGLINE HOMES, INC.
 9900 E. Tanque Verde
 Tucson, Az. 85715
 attn: Robert Felix

AMENDMENT TO
 COVENANTS, CONDITIONS and RESTRICTIONS

This amendment is made this 16th day of February, 1983, by
 SPRINGLINE HOMES, INCORPORATED, an Arizona corporation, being the owner
 of a majority of lots, of the following described subdivision:

POWDER HORN RANCH, Pima County, Arizona, as
 shown by Map on file in Book 31 of Maps and
 Plans at page 33, Pima County Records.

DECLARANT herein is desirous of amending those Covenants,
 Conditions and Restrictions recorded in Docket 6531 at page 314,
 as amended, for the mutual benefit of all owners and, therefore,
 paragraph 17 (C) is hereby amended to read:

17 (C) Lots 24, 57 and 58 are specifically excluded from these
 Covenants, Conditions and Restrictions.

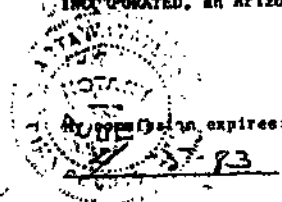
Except as expressly amended, those Covenants, Conditions and
 Restrictions recorded in Docket 6531 at page 314, as amended, remain in
 full force and effect as though fully set forth herein.

SPRINGLINE HOMES, INCORPORATED
 an Arizona corporation

by: Robert W. Felix
 Robert W. Felix, President

STATE OF ARIZONA)
) ss.
 COUNTY OF PIMA)

This instrument was acknowledged before me this 16th day of
 February, 1983 by ROBERT W. FELIX, President of SPRINGLINE HOMES,
 INCORPORATED, an Arizona corporation, as an act of said corporation



[Signature]
 Notary Public

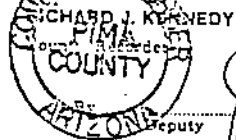
STATE OF ARIZONA
COUNTY OF PIMA

I hereby certify that the within
instrument was duly recorded
in Pima County, Arizona

No. 114250
Book 713Y Page 427-428
Date: OCT 11 '83 - 8AM
Request of: MICHIGAN TITLE INSURANCE COMPANY
Fee: 500.00

Witness my hand and Official Seal.

Indexed	Pages	Blotted



FORM 4-12

WHEN RECORDED MAIL TO:
Springline Homes, Inc.
9900 E. Tanque Verde Rd.
Tucson, Arizona 85715
Attn: Bob Felix

AMENDMENT TO
COVENANTS, CONDITIONS and RESTRICTIONS

This amendment is made this 28th day of September, 1983, by
SPRINGLINE HOMES, INCORPORATED, an Arizona corporation, being the owner of
a majority of lots, of the following described subdivision:

POWDER HORN RANCH, Pima County, Arizona,
as shown by Map on file in Book 31 of
Maps and Plats at page 73, Pima County
Records.

DECLARANT, herein, is desirous of amending those Covenants,
Conditions, and Restrictions recorded in Docket 6531 at page 314, as amended,
for the mutual benefits of all owners and therefore paragraph 18 is hereby
amended to also include the following:

7134 PAGE 427

On lot 2, corrals, stables and stalls or shelter roofs.

Restrictions recorded in Docket 6531 at page 314, as amended,
for the mutual benefits of all owners and therefore paragraph 18 is hereby
amended to also include the following:

On Lot 7, corrals, stables and stalls or shelter roofs
shall be a minimum of 220 feet from front lot line.

Except as expressly amended, those Covenants, Conditions and
Restrictions recorded in Docket 6531 at page 314, as amended, remain in full
force and effect as though fully set forth herein.

SPRINGLINE HOMES, INCORPORATED,
an Arizona corporation

By: Robert W. Felix
Robert W. Felix, President

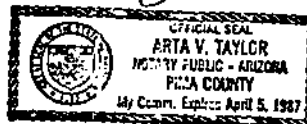
STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

This instrument was acknowledged before me this 29th day of
September, 1983 by Robert W. Felix, President of SPRINGLINE HOMES,
INCORPORATED, an Arizona corporation, as an act of said corporation.

Arta V. Taylor
Notary Public

My commission expires:

4-5-87



COURTESY RECORDING
NO TITLE LIABILITY INCURRED

F373419 AT 44

7134 PAGE 428

Outings

BOOKED: GENUINE, RECORDED, BELONGS IN OFFICIAL RECORDS OF PIMA COUNTY, ARIZONA
at the request of Schwanbeck, Lane & Present NOV 1 1986 3 00 PM
for 5-20 Fee \$ 54943 Book 7775 # 13941395

SPECIAL MEETING OF THE BOARD OF DIRECTORS OF
POWDER HORN RANCH HOMEOWNERS ASSOCIATION, INC.

A special meeting of the Board of Directors of POWDER
HORN RANCH HOMEOWNERS ASSOCIATION, INC. was held on
Friday, August 14, 1981, at the law offices of
SCHWANBECK, LANE & PRESENT, 5055 E. Broadway, Suite C-220,
Tucson, Arizona, 85711. All directors were present. The
meeting was presided over by Robert W. Felix. The records were
kept by Monika Felix.

The purpose of the meeting was to discuss the ingress
and egress to the property excluded from the subdivision. It
was moved, seconded and unanimously:

RESOLVED: That ingress and egress easements
for road and travel purposes along and
across the now existing roads which include
Powder Horn Drive and Powder Horn Place
shall be provided to the current owners of
the excluded property, their successors and
assigns. That a notice will be prepared and
filed before the sale of 44 lots in the
subdivision.

There being no further business, the meeting then adjourned.

Monika Felix
MONIKA FELIX

Approving, waiving any and
all notice of this meeting
required by law, the By-Laws,
or the Articles of Incorporation
of this corporation:

Robert W. Felix
ROBERT W. FELIX

Victor K. Schwanbeck
VICTOR K. SCHWANBECK

7775 - 1394

NOTICE OF EASEMENT FOR ROAD INGRESS/EGRESS

Notice is hereby provided that pursuant to a resolution by the duly constituted Board of Directors of Powder Horn Ranch Homeowners Association, Inc., there is now provided and for all time in the future, to the owners, successors and assigns of the excluded land, so designated in the subdivision known as Powder Horn Ranch, ingress and egress easements for roadway and travel purposes along and across all now existing roads now known as Powder Horn Drive and Powder Horn Place or any future roadways if the above-referenced streets are relocated.

Robert W. Felix

ROBERT W. FELIX

President

Powder Horn Ranch Homeowners Association

7775 1305

MIKE BOYD, RECORDER
PIMA COUNTY, ARIZONA
CERTIFICATE OF RECORDING

03205791
10153100

W
DENNIS NELSON
TUCSON ELECTRIC POWER
220 W 6TH ST
TUCSON AZ 85702

2 PAGES	AT		\$	2.00
CONVERSION FEE				2.00
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1 POSTAGE	AT	1.00 EACH		1.00
0 SEARCHES	AT	10.00 EACH		0.00

NO. OF PAGES: 002
SEQUENCE: 91010445
DOCKET: 08965 PAGE: 1094

RECORDING TYPE: AMENDED BY LAW
GRANTOR: POWDER HORN RANCH INC. *
GRANTEE: BY LAWS

TOTAL				9.00
RBJ		AMOUNT PAID \$		9.00
DEPUTY RECORDER	2234 RD15	AMOUNT DUE \$		0.00
				MAIL

THE ABOVE SPACE FOR RECORDERS USE ONLY
TO BE RECORDED AS PART OF DOCUMENT

DO NOT DETACH CERTIFICATE FROM DOCUMENT

8965 1094

NOTICE OF BYLAW AMENDMENT
RELATING TO ASSESSMENTS

1. This Notice is provided with respect to the Declaration of Covenants, Conditions and Restrictions (the "CCR's") dated May 4, 1981 (as amended), recorded in Docket No. 6531 at pages 314-319 of the records of the Pima County Recorder's Office. Pursuant to the CCR's, Powder Horn Ranch, Inc., an Arizona corporation, a/k/a the Powder Horn Ranch Homeowner's Association (the "Association") is empowered to assess each lot within Powder Horn Ranch, Pima County, Arizona (as shown by map on file in Book 31 of Maps and Plats at Page 73) an annual assessment of up to \$300.00 per lot.
2. Article XI entitled "Assessments" of the original Bylaws of the Association dated as of July 27, 1982 provided that the lots owned by "the Declarant," (at that time being Springline Homes Incorporated, an Arizona corporation) would be exempt from assessment. The specific lots owned by the Declarant were Lots 4, 5, 10, 11, 43, 49, 50 and 57 (the "Declarant Lots").
3. Article XIII of the Bylaws provided that the Bylaws may be amended at a regular or special meeting of the directors by a vote of two-thirds (2/3) of a quorum of members present in person or by proxy.
4. At a Special Meeting of the directors of the Association held on June 3, 1988, the directors voted to amend the Bylaws to eliminate the provision in Article XI exempting the Declarant's lots from assessment (the "Bylaw Amendment").
5. As a result of the Bylaw Amendment, each of the Declarant's lots became, effective as of June 3, 1988, subject to assessment by the Association.

1-7-91
Date
James D. Knecht
Signature

Subscribed and sworn to before me this 7th day of FEBRUARY, 1991 by JAMES D. KNECHT
Nov 7, 1991 Exp. Date
[Signature]
Notary Public