

18436

DOBSON RANCH UNIT FIVE 184-36

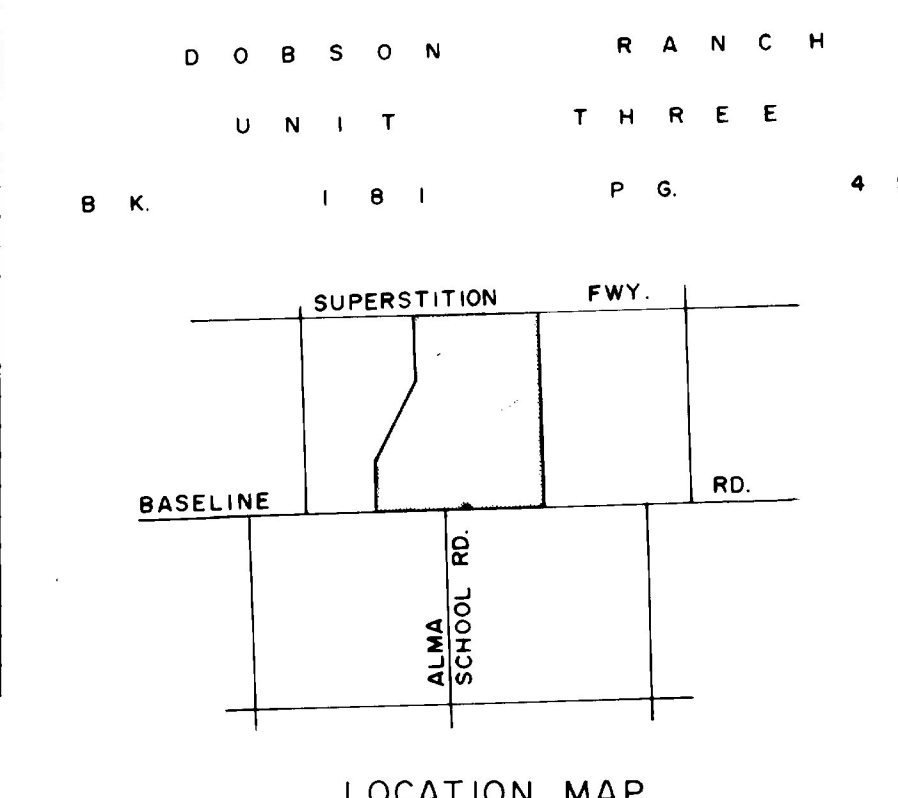
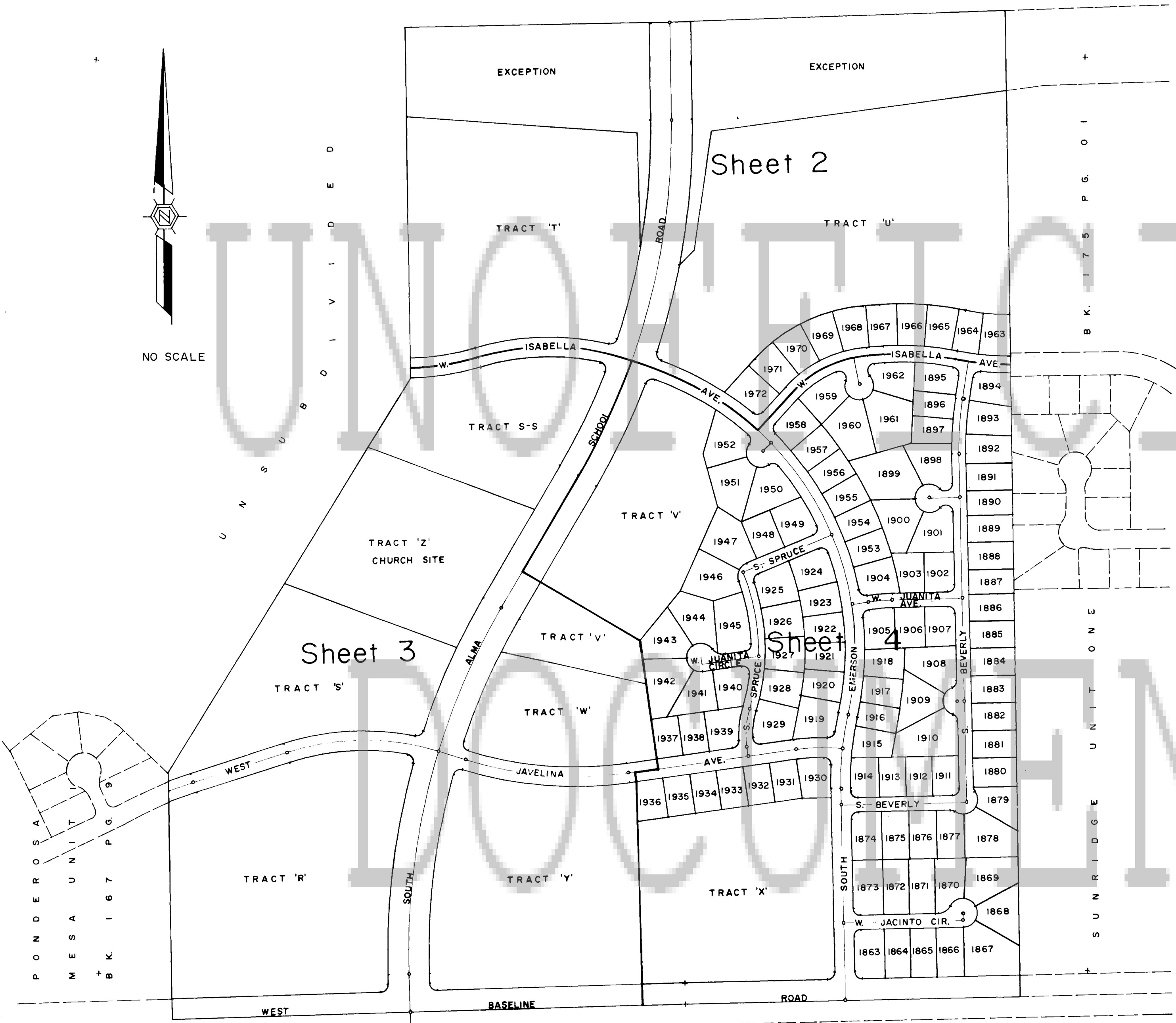
162085

A SUBDIVISION OF PART OF THE S.W.1/4 OF SECTION 33 AND PART OF THE S.E.1/4 OF SECTION

32, T.1N., R.5E., G&SRB&M MARICOPA COUNTY, ARIZONA

MARCH, 1976

NUMBER	RADIUS	ARC	DELTA	TAN
1	1800.00	333.56	010°37'04"	167.26
2	300.00	225.46	043°03'36"	118.35
3	650.00	185.22	016°40'45"	95.28
4	650.00	146.37	012°54'09"	73.50
5	500.00	64.71	007°24'51"	32.40
6	779.90	1129.40	082°58'18"	689.65
7	800.00	194.05	013°53'53"	97.50
8	500.00	124.12	014°13'21"	62.36
9	229.82	100.33	025°07'21"	50.99
10	525.90	365.39	039°48'32"	190.42
11	1855.00	299.70	009°15'25"	150.18
12	19.00	29.39	088°38'22"	18.55
13	754.40	287.50	021°50'06"	145.51
14	19.00	28.21	085°03'45"	17.43
15	37.50	105.65	161°25'41"	229.38
16	19.00	28.21	085°03'45"	17.43
17	754.40	186.39	014°09'22"	93.67
18	19.00	30.81	092°55'23"	19.99
19	37.50	57.60	088°00'08"	36.21
20	507.40	169.02	019°05'08"	85.30
21	19.00	27.72	063°36'09"	16.99
22	37.50	39.56	060°26'24"	21.84
23	37.50	157.37	240°26'24"	24.93
24	19.00	34.94	105°21'58"	24.93
25	507.40	86.40	009°45'23"	43.30
26	247.32	90.76	021°01'53"	45.91
27	19.00	28.49	085°54'32"	17.69
28	19.00	31.74	095°41'58"	20.99
29	210.32	71.30	019°25'23"	35.99
30	544.40	341.98	035°59'33"	176.85
31	19.00	28.58	086°11'01"	17.77
32	19.00	30.81	092°55'23"	19.99
33	754.40	427.10	032°26'16"	219.44
34	825.50	51.14	003°32'57"	25.58
35	19.00	27.37	082°31'26"	16.67
36	525.50	88.50	009°38'57"	44.35
37	474.50	72.70	008°46'48"	36.42
38	19.00	30.50	092°11'06"	19.77
39	825.50	61.75	004°17'09"	30.89
40	20.00	31.42	090°00'00"	20.00
41	20.00	31.42	090°00'00"	20.00
42	19.00	29.85	090°00'00"	19.00
43	37.50	157.37	240°26'24"	24.93
44	37.50	39.56	060°26'24"	21.84
45	19.00	29.85	090°00'00"	19.00
46	19.00	29.85	090°00'00"	19.00
47	19.00	12.61	038°02'14"	6.55
48	37.50	106.82	163°12'43"	254.13
49	19.00	11.65	035°10'28"	6.02
50	781.50	140.38	010°17'31"	70.38
51	19.00	28.81	086°53'12"	17.99
52	671.50	79.22	006°45'33"	39.65
53	19.00	28.87	087°03'50"	18.05
54	818.50	147.03	010°17'31"	73.71
55	19.00	45.90	138°24'58"	50.04
56	37.50	181.19	216°49'55"	50.04
57	19.00	45.90	138°24'58"	50.04
58	19.00	29.85	090°00'00"	19.00
59	518.50	67.11	007°24'51"	33.60
60	19.00	28.98	087°23'34"	18.15
61	805.40	472.01	033°34'42"	243.00
62	19.00	28.91	087°11'09"	18.02
63	278.50	124.04	025°31'11"	63.07
64	19.00	43.77	131°58'39"	42.65
65	37.50	159.23	243°17'02"	24.93
66	19.00	42.73	128°50'48"	39.70
67	628.50	181.53	018°35'07"	91.61
68	19.00	29.85	090°00'00"	19.00
69	19.00	23.33	070°20'58"	13.39
70	37.50	92.09	140°41'56"	105.02
71	19.00	23.33	070°20'58"	13.39
72	19.00	29.85	090°00'00"	19.00
73	19.00	29.85	090°00'00"	19.00
74	774.50	187.67	013°53'53"	94.40
75	805.40	262.96	018°42'23"	132.66
76	19.00	28.98	087°23'34"	18.15
77	481.50	62.32	007°24'51"	31.20
78	910.40	158.49	009°58'27"	79.44
79	910.40	494.43	031°40'11"	253.48
80	619.40	298.95	031°40'12"	84.19
81	800.00	143.70	010°17'31"	72.05
82	650.00	181.51	016°00'00"	91.35
83	650.00	410.87	036°13'00"	212.56
84	1800.00	333.56	010°37'04"	167.26
85	1800.00	1005.31	032°40'00"	516.14
86	984.24	432.35	025°10'07"	219.72
87	666.77	405.80	034°52'14"	209.40
88	1500.00	69.91	002°40'13"	34.96
89	675.50	188.63	016°00'00"	94.93
90	624.50	317.20	029°06'08"	165.10
91	19.00	32.86	089°05'10"	22.88
92	1745.00	273.23	008°58'17"	136.90
93	1855.00	385.52	011°54'28"	193.46
94	19.00	27.46	082°49'12"	16.76
95	692.27	349.60	028°55'05"	178.61
96	1525.50	62.06	002°19'51"	31.03
97	1474.50	77.76	003°01'20"	38.90
98	641.27	314.50	028°06'00"	160.48
99	19.00	31.60	095°16'38"	20.84
100	1855.00	561.88	017°21'17"	283.11
101	20.00	31.42	090°00'00"	20.00
102	20.00	31.42	090°00'00"	20.00
103	1745.00	829.05	017°22'16"	266.57
104	19.00	30.34	091°28'38"	19.50
105	1009.74	443.55	025°10'07"	225.41
106	958.74	421.15	025°10'07"	214.03
107	19.00	30.34	091°28'39"	19.50
108	1745.00	355.56	011°40'28"	178.40
109	1745.00	333.56	010°57'10"	167.30
110	1855.00	384.56	011°52'40"	192.97
111	1800.00	645.35	020°32'31"	326.17
112	650.00	181.51	016°00'00"	91.35
113	650.00	410.87	036°13'00"	212.56
114	779.90	308.40	022°38'24"	156.24
115	300.00	225.46	043°03'36"	118.35
116	650.00	189.22	016°40'45"	95.28
117	650.00	146.37	012°54'09"	73.50
118	628.50	141.53	012°54'09"	71.07
119	671.50	195.48	016°40'45"	98.44
120	321.50	241.62	043°03'36"	126.84
121	19.00	29.91	087°11'09"	18.05
122	805.40	278.90	019°50'27"	140.86
123	19.00	29.39	088°38'22"	18.55
124	1855.00	236.45	007°18'12"	118.39
125	1745.00	251.51	008°15'29"	125.97
126	19.00	28.14	084°52'11"	17.37
127	675.50	354.64	030°04'50"	181.51
128	624.50	174.39	016°00'00"	87.77
129	431.50	324.29	043°03'36"	170.23
130	781.50	227.50	018°40'45"	114.56
131	518.50	116.76	012°54'09"	58.63



- ▲ Indicates Common Corner With Ponderosa Mesa Unit One Bk.167, Pg.9, M.C.R.
 - Indicates Common Corner With Sunridge Unit One Bk.175, Pg.Ol, M.C.R.
 - Indicates Corner of This Subdivision Set 1" Iron Bar
 - Indicates Set Survey Monuments
 - Indicates Public Utilities Easement
- NOTE: All Utilities To Be Installed Underground
- Construction Within Easements Shall Be Limited To Utilities, Wood, Wire, or Removable Section Type Fencing.

State of Arizona
County of Maricopa

DEDICATION

Know all men by these presents:
That Arizona Title Insurance & Trust Company, an Arizona corporation, as Trustee, has subdivided under the name of Dobson Ranch Unit Five, part of the S.W.1/4 of Section 33 and part of the S.E.1/4 of Section 32, T.1N., R.5E., G&SRB&M, Maricopa County, Arizona as shown and hereby publishes this plat of said Dobson Ranch Unit Five and hereby declares that said plat sets forth the location and gives the measurements and dimensions of the lots, tracts, streets and easements constituting same and that each lot, tract and street shall be known by the number, letter and name that is given each respectively on said plat and Arizona Title Insurance & Trust Company, as Trustee, hereby dedicates to the public, for use as such, the streets shown on said plat and included in the above described premises. Easements are dedicated to the use shown.

In witness whereof, the Arizona Title Insurance & Trust Company, as Trustee, has caused its corporate name to be signed and its corporate seal to be affixed by the undersigned officer thereunto duly authorized this 18 day of May, A.D., 1976.

ARIZONA TITLE INSURANCE & TRUST COMPANY, AS TRUSTEE

Stanley Mathis
Trust Officer

ACKNOWLEDGEMENT

State of Arizona
County of Maricopa

Before me this 18 day of May, 1976, personally appeared Stanley Mathis, who acknowledged himself to be a Trust Officer of the Arizona Title Insurance & Trust Company, that he as such officer, being duly authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the corporation as Trustee, by him as such officer.

In witness whereof I hereunto set my hand and official seal. William E. Larson
My commission will expire: July 24, 1976
Notary Public

CERTIFICATE OF SURVEY

This is to certify that the survey and subdivision of the above described property was made under my direction during the month of March, 1976.

William E. Larson
Registered Civil Engineer

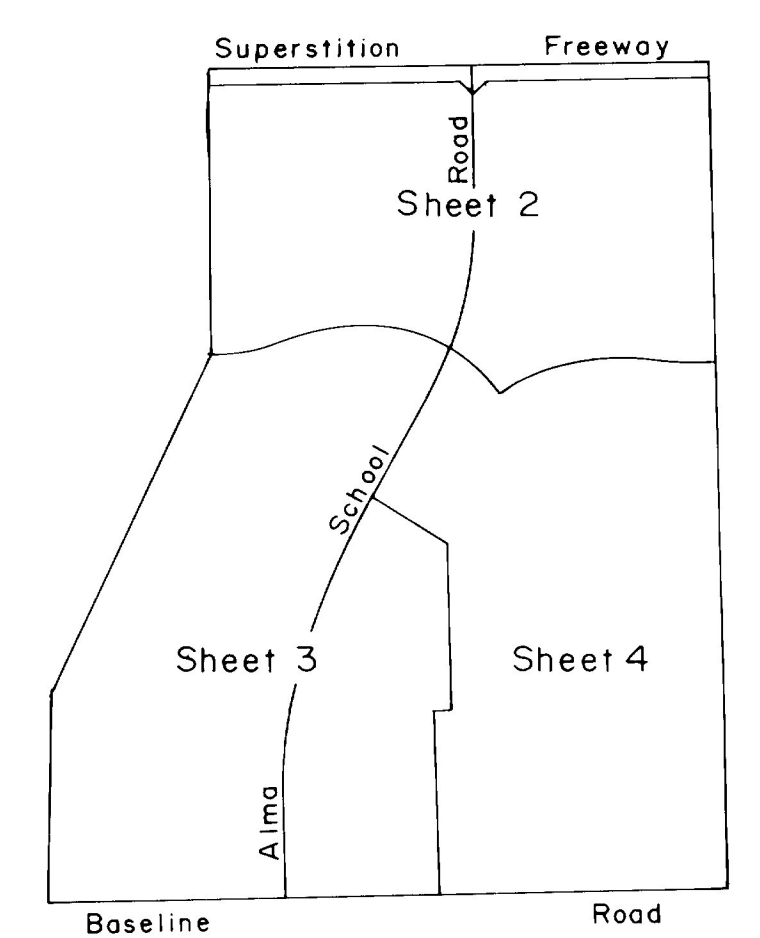
APPROVAL

Approved by the City Council of the City of Mesa, Arizona this 21st day of June, 1976.

Attest: Lotha S. Sams
City Clerk

Approved by the City Engineer of the City of Mesa, Arizona this 28 day of June, 1976.

James L. Brown
City Engineer



SHEET INDEX

AMERICAN ENGINEERING CO.
PHOENIX ARIZONA

SHEET 1 OF 4
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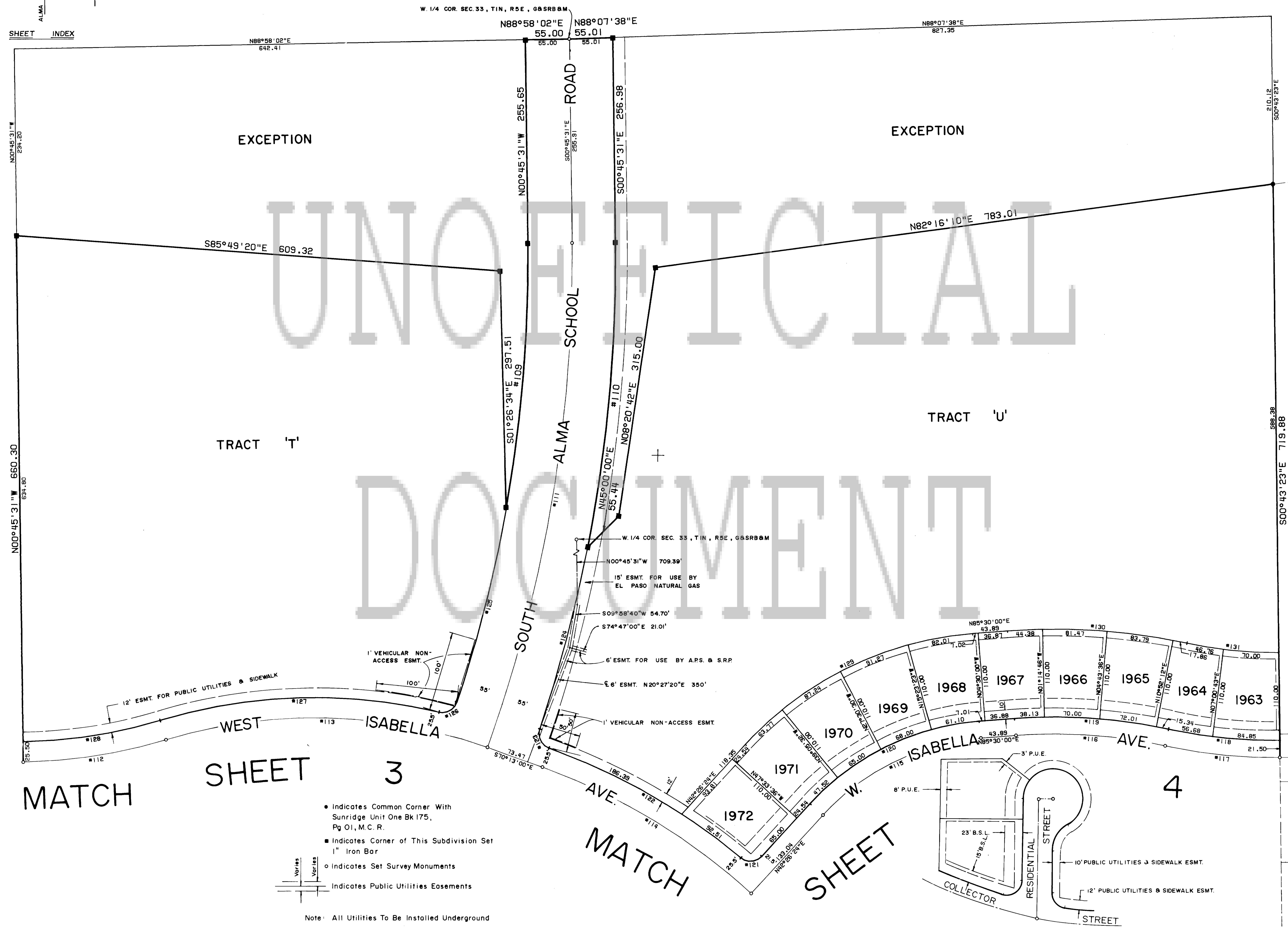
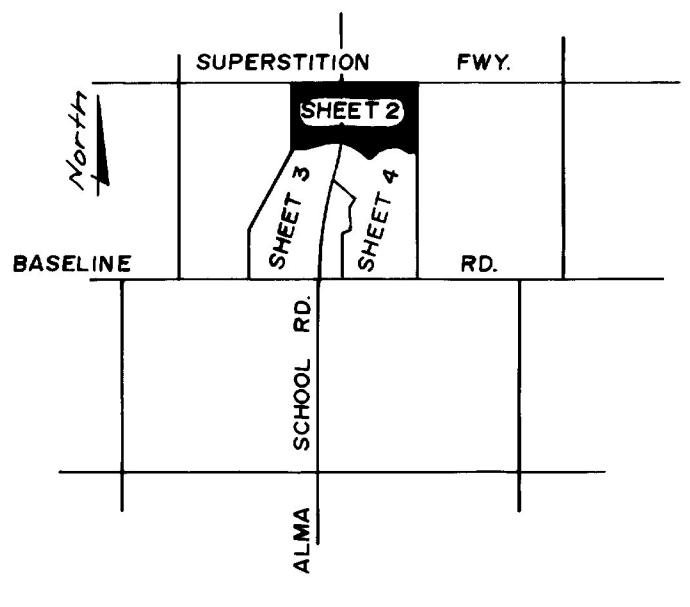
184-36

DOBSON RANCH UNIT FIVE

184-36/162085

A SUBDIVISION OF PART OF THE SW.1/4 OF SECTION 33 AND PART OF THE SE.1/4 OF SECTION 32, T.1N., R.5E., G&SRB&M MARICOPA COUNTY, ARIZONA
MARCH, 1976

STATE OF ARIZONA ss
County of Maricopa
I hereby certify that the within instrument was filed and recorded at request of
CITY OF
JUN 8 1976
on page 36
Witness my hand and official seal the day and year aforesaid.
Tom Tricostone County Recorder
Deputy Recorder



SCALE: 1" = 60'

- Indicates Common Corner With Sunridge Unit One Bk 175, Pg 01, M.C.R.
- Indicates Corner of This Subdivision Set 1" Iron Bar
- Indicates Set Survey Monuments
- Indicates Public Utilities Easements

Note: All Utilities To Be Installed Underground
Construction Within Easements Shall Be Limited To Utilities, Wood, Wire, or Removable Section Type Fencing.

Public Utilities Easements, Building Setback Lines and Public Utilities & Sidewalk Easement Detail (Typical)

SHEET 2 OF 4
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162085

STATE OF ARIZONA
County of Maricopa
I hereby certify that the
instrument was filed and re-
corded at request of
CITY OF MESA
JUN 18 1976
on page 184-36
Witness my hand and official
seal this 17th day of June 1976
Don E. Gentry
County Recorder
Deputy Recorder

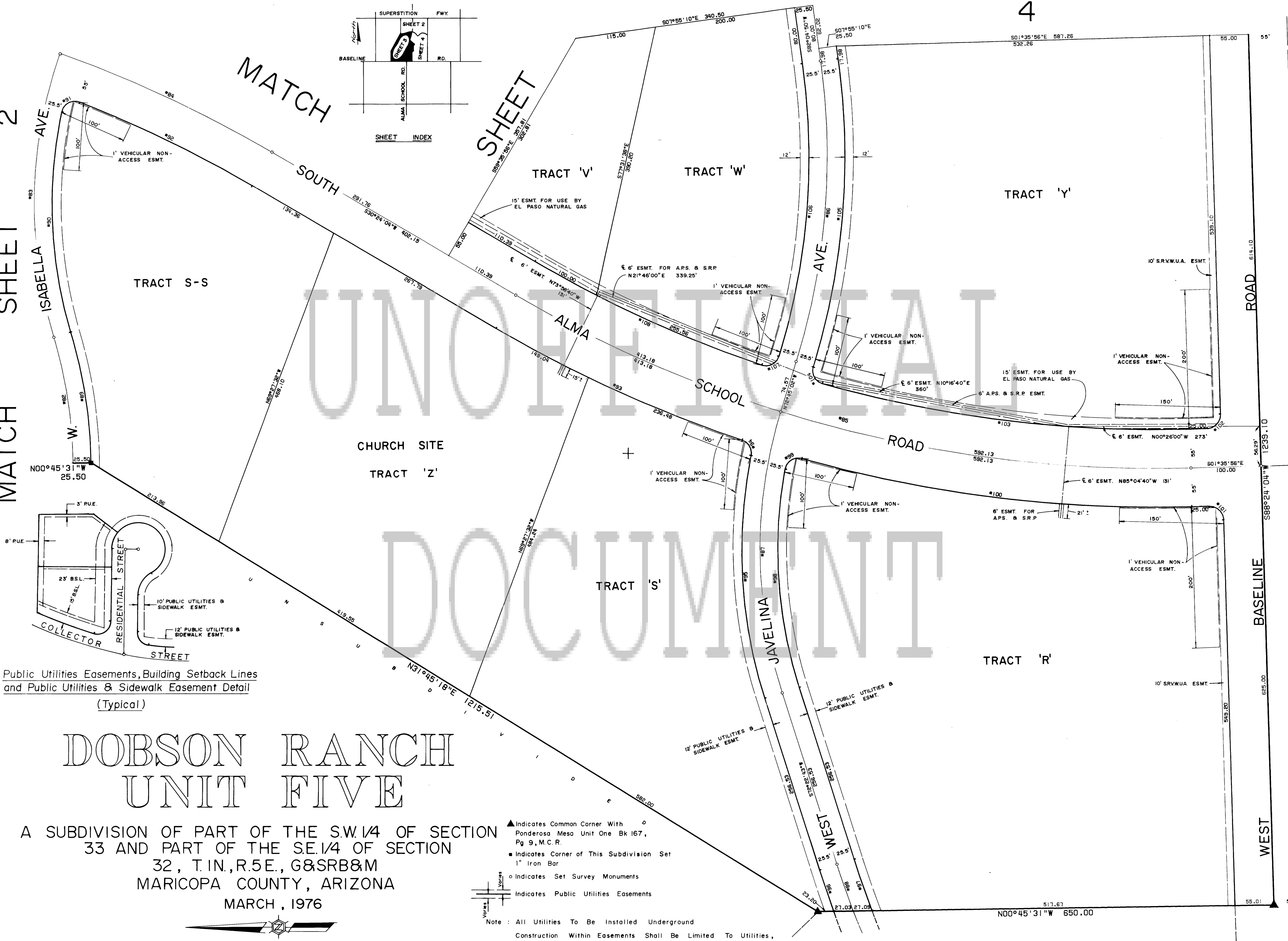
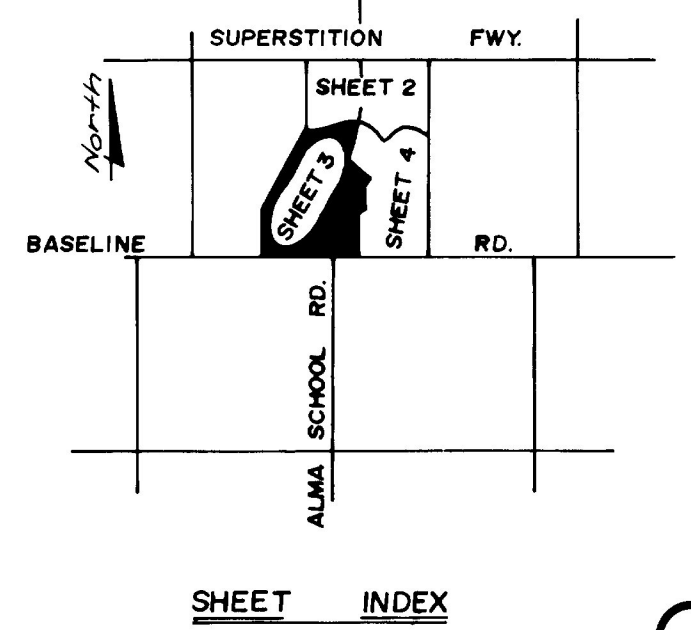
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MATCH SHEET 2

4

MATCH

SHEET

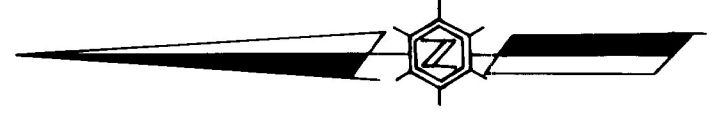


Public Utilities Easements, Building Setback Lines
and Public Utilities & Sidewalk Easement Detail
(Typical)

DOBSON RANCH UNIT FIVE

A SUBDIVISION OF PART OF THE S.W. 1/4 OF SECTION
33 AND PART OF THE S.E. 1/4 OF SECTION
32, T.1N., R.5E., G&SRB&M
MARICOPA COUNTY, ARIZONA

MARCH, 1976



SCALE : 1" = 60'

- ▲ Indicates Common Corner With Ponderosa Mesa Unit One Bk 167, Pg 9, M.C.R.
- Indicates Corner of This Subdivision Set 1" Iron Bar
- Indicates Set Survey Monuments
- Indicates Public Utilities Easements

Note : All Utilities To Be Installed Underground
Construction Within Easements Shall Be Limited To Utilities,
Wood, Wire, or Removable Section Type Fencing.

PONDEROSA MESA UNIT ONE

BK 167

PG 9

SHEET 3 OF 4

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DOBSON RANCH UNIT FIVE

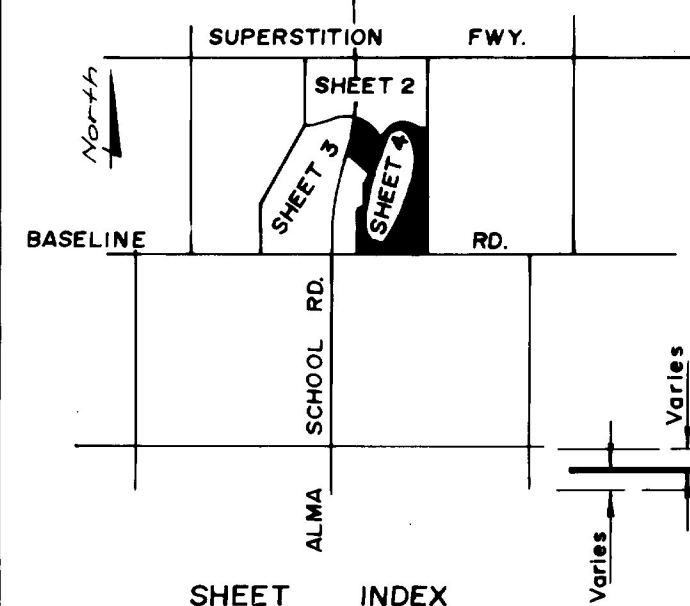
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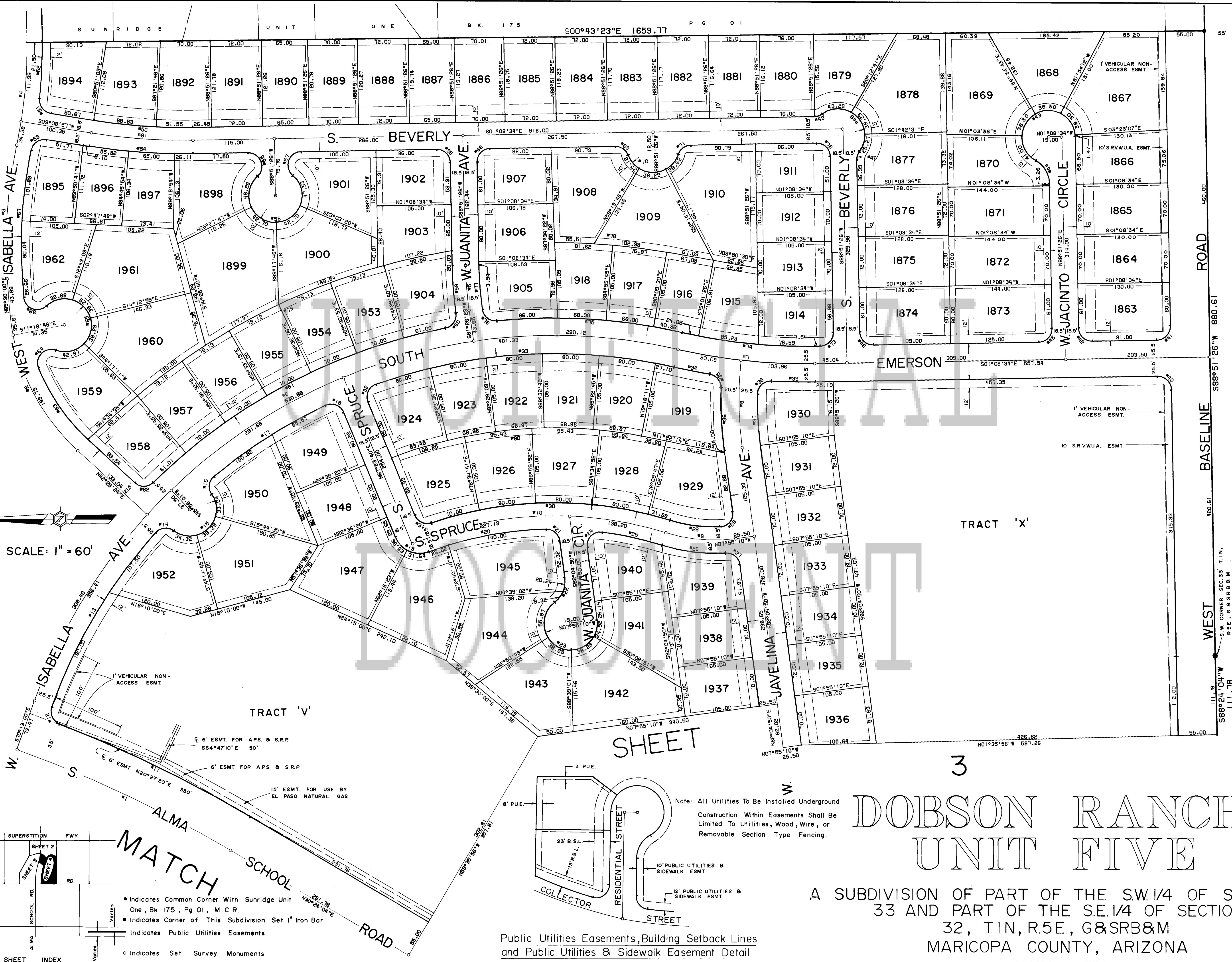
SHEET

MATCH



ALMA SCHOOL ROAD

- Indicates Common Corner With Sunridge Unit
- Indicates Corner of This Subdivision Set 1" Iron Bar
- Indicates Public Utilities Easements
- Indicates Set Survey Monuments



SHEET

3

DOBSON RANCH UNIT FIVE

A SUBDIVISION OF PART OF THE SW 1/4 OF SECTION
33 AND PART OF THE SE 1/4 OF SECTION
32, T.1N, R.5E, G&SRB&M
MARICOPA COUNTY, ARIZONA
MARCH, 1976

162085
STATE OF ARIZONA
County of Maricopa
I, the undersigned, do hereby certify that the within instrument was filed and recorded at request of
CITY OF MESA
on 2/19/76
in Book 184-36
on page 36
Witness my hand and seal the 19th day of February, 1976
Deputy Recorder

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First American Title Insurance Company of Arizona
 111 West Monroe
 Phoenix, Arizona 85003
 Attention: Subdivisions

First American Title
 ERBP RSTR 041

85 007211

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made this 4 day of January, 1985, by FIRST AMERICAN TITLE INSURANCE COMPANY OF ARIZONA, an Arizona corporation, as Trustee, (Hereinafter referred to as Declarant).

RECITALS

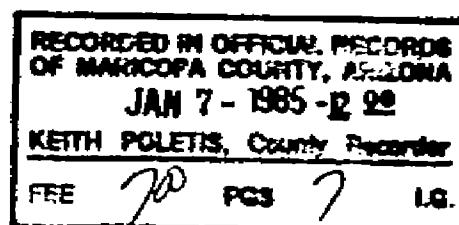
DECLARANT is the owner of certain real property located in the County of Maricopa, State of Arizona, known as Lots 1863 through 1867 and 1873, inclusive of DORSON RANCH UNIT 5, according to the plat of record in the office of the Maricopa County Recorder in Book 184, Page 36 of Maps, (Hereinafter referred to as the "Properties"). In order to establish a general plan for the improvement and development of the Properties, Declarant desires to subject the Properties to certain conditions, covenants and restrictions, upon subject to which all of the Properties shall be held, improved and conveyed.

NOW THEREFORE, Declarant hereby declares that all of the Properties shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions:

I

DEFINITIONS

1. The term "Properties" as used herein, shall mean and refer to DORSON RANCH UNIT 5 hereinbefore described
2. The term "Lot" as used herein, shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.
3. The term "Owner" as used herein, shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the Properties, including contract seller, but excluding those having such interest merely as security for the performance of an obligation.



85 007211

4. The term the "Declarant" as used herein, shall mean and refer to FIRST AMERICAN TITLE INSURANCE COMPANY OF ARIZONA, an Arizona corporation, as Trustee, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

5. The term "Developer" as used herein shall mean and refer to HOMES BY DAVE BROWN, an Arizona General Partnership, its successors and assigns.

II BINDING

Each conveyance made by the Declarant shall be subject to the following express reservations, restrictions, conditions and covenants, which shall be and operate as conditions subsequent, and shall run with the land in favor of each and every owner or occupant of a lot or lots in the Properties, and which shall apply to and bind the heirs, executors, administrators, grantees, lessees, occupants, devisees, successors and assignees of each successive owner.

III DURATION

The reservations, restrictions, conditions and covenants are to run for a period of thirty-five (35) years from the date these covenants are recorded, at which time reservations, restrictions, conditions and covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of a majority of the Owners of the lots made in writing at least four (4) months before final expiration date thereof, it is agreed to change said reservations, conditions, and covenants in whole or in part.

IV USE

1. All of the lots shall be used and occupied for single-family residences only, not to exceed two (2) stories, together with the customary outbuildings, including a private garage or carport, which garage or carport may, however, be incorporated in and made a part of the residence, provided, however, that Developer its successors or assigns shall be entitled to conduct its sales program within the properties, including the establishment of a sales office, furnished model homes, parking, signs, sign posters and other advertising media, for a period of five (5) years from the date of recordation of this Declaration.

85 007211

2. 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. No fence, hedge, wall or other dividing structure higher than six (6) feet above the highest point on a lot shall be permitted on any lot except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Architectural Committee. No antennae shall be placed, erected or maintained so as to be visible from any other lot within the Properties.

3. a) No temporary buildings, trailers, basements, shacks, barns, garages or other out buildings shall be erected, placed or maintained on the properties for residential purposes or living quarters and no buildings or structures constructed or built elsewhere shall be moved to any lot on the Properties without the written approval of the Architectural Control Committee.

b) No boats, trailers, house trailers, campers or trucks larger than three-quarter (3/4) ton capacity, nor any vehicle which is abandoned or inoperable shall be stored or kept on any lot within this subdivision in such a manner as to be seen from any other lot or from any streets within this subdivision.

c) No automobiles, motorcycles, trailers, boats, trucks or similar vehicles shall be repaired or painted upon any portion of any lot which is visible from the street or roadways within the Properties.

d) After commencement of construction of any structure on any lot within the Properties, the Owner, lessee, occupant or any other person shall not permit such structure to remain in a partially finished condition longer than is reasonably necessary for completion thereon.

e) No excavation shall be made except in connection with improvements and upon completion thereof, openings shall be backfilled and disturbed ground shall be graded and leveled.

f) All buildings and improvements of any kind shall be properly painted immediately after completion.

85 007211

g) No bill boards or advertising signs shall be permitted other than signs of reasonable size, design and color, offering any lot and improvement thereof for rent or sale; however, it is provided that Developer shall be entitled to conduct its sales program within the Properties, including the posting of signs, posters and other advertising media, as provided in Paragraph 1 hereof.

h) No noxious or offensive activity shall be carried on upon any lot which may be a nuisance to the owners of any lot in the Properties.

i) No derrick or other structure designed for use in boring, mining or quarrying for water, oil or natural gas or precious minerals, shall be erected, maintained or permitted upon any lot in the Properties.

j) No dwelling shall be erected or placed such that the main building and all accessory buildings shall occupy more than thirty-five percent (35%) of the total lot area.

k) No fence shall be erected or permitted to remain between the street and the front setback line to exceed the height of three (3) feet; nor shall any hedge therein be permitted to exceed the height of three (3) feet; and any fence, wall or hedge placed or erected elsewhere on said premises shall not be more than six (6) feet in height, as provided in Paragraph 2 hereof.

V CONDITION OF LOTS

Any collection or accumulation of trash, garbage, rubbish or woods must be immediately removed from the lots and all lots shall be kept in an orderly, sanitary condition at all times.

VI EFFECT OF RESTRICTIONS

The reservations, restrictions, conditions and covenants herein contained shall operate as equitable servitudes in favor of each and every owner, and these reservations, restrictions, conditions and covenants are made for the benefit of all the lots in this Declaration described. Any breach or violation of any reservation, restriction, condition and covenant may be enjoined, abated or remedied by appropriate proceedings by any of the owners as well as by the Declarant or Developer, should it elect to use an equitable proceeding in the event of breach or violation.

85 007211

VII
MORTGAGES

The breach of any of the foregoing conditions or any re-entry by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, as to any lot in the Properties and any improvements thereof or part thereof, but nevertheless, each and all of the reservations, restrictions, conditions, and covenants shall remain at all times in full force and effect as against and shall be binding upon and shall be part of the estate acquired by anyone and the successors of anyone acquiring title under or through any such deed of trust or mortgage or a foreclosure proceeding.

VIII
VALIDITY

If any paragraph, section, sentence, clause or phrase of the covenants, conditions and restrictions herein contained shall become illegal, null or void, for any reason, or shall be held by any court of competent jurisdiction to be illegal or against public policy, the remaining paragraphs, sections, sentences, clauses or phrases herein contained shall not be effected thereby.

IX
EASEMENTS

Easements over the Properties for the installation and maintenance of electric, telephone, water, gas and sanitary sewer lines and facilities, and for drainage facilities as shown on the recorded map of the Properties, and as may be hereafter required or needed to service the Properties, are hereby reserved by Declarant, together with the right to grant and transfer the same.

X
DRAINAGE CONTROL

There shall be no interference with the established drainage pattern on any lot or through any lot until plans showing the new drainage pattern shall have been submitted to and approved by the Architectural Control Committee. The Architectural Control Committee shall only approve such changes in established drainage so as to make adequate provisions for proper drainage. Approval shall be as provided in Article XI. For the purpose hereof, "Established Drainage" is defined as that drainage existing at the time the overall grading of any lot, including the landscaping, if any, was completed by the Developer.

85 007211

XI
ARCHITECTURAL CONTROL

The Architectural Control Committee, hereinafter referred to as the "Committee" shall be composed of three (3) members to be appointed by the Developer. Committee members shall be subject to removal by Developer and any vacancies from time to time occurring shall be filled by appointment of Developer. Developer shall have no further powers with respect to the Committee and the members thereof, and a majority of owners shall have the right to appoint and remove members of the Committee upon the earliest to occur of the following: (a) the conveyance to purchasers by Declarant of ninety percent (90%) of the lots within the Properties; or (b) the lapse of five (5) years from the date of recordation of the Declaration, regardless of whether ninety percent (90%) of the number of lots in the Properties have been sold. A majority of the Committee may designate a representative to act for it. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

The Committee's approval or disapproval is required in writing. In the event the Committee or its designated representative fails to give its approval or disapproval within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. Neither Declarant, Developer, the members of the Committee, or its representatives, their successors or assigns shall be liable to damage to anyone submitting plans to them for approval, or to the owner, lessee, occupants or any other person on any lot affected by this Declaration, by reason of mistake in judgement, negligence or non-feasance arising out of or in connection with the approval or disapproval of or failure to approve any plans submitted. Every person who submits plans to the Committee for approval agrees, by submission of such plans, and every owner, lessee, occupant or any other person on any lot within the Properties agrees, by acquiring the title thereto or interest therein or possession thereof, that they will not bring any action or suit against Declarant, Developer, the members of the Committee or its representatives to recover any such damages.

XII
ENFORCEMENT

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Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation hereof or to recover damages. Any party prevailing in any such proceedings shall be entitled to recover its costs thereof, including but not limited to attorney fees in connection therewith.

XIII
LOT RESTRICTIONS

No residential structure having a floor area of less than seven hundred (700) square feet, exclusive of open porches, patios, carports and garages, shall be erected or placed on any residential lots in said Property. No garage shall be erected on the premises until the plans have been submitted to and approved by the Architectural Control Committee.

No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat.

For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 4TH day of JANUARY, 1985.

FIRST AMERICAN TITLE INSURANCE COMPANY
OF ARIZONA, an Arizona corporation,
as Trustee

BY: Roderick N. Cobb

ITS: _____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this the 4th day of January, 1985, before me the undersigned Notary Public, personally appeared Roderick N. Cobb, who acknowledged himself to be the TRUST OFFICER of FIRST AMERICAN TITLE INSURANCE COMPANY OF ARIZONA, an Arizona corporation, as Trustee, and that he, as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

My Commission Expires:

My Commission Expires Nov. 2, 1986

Mark Whelan
NOTARY PUBLIC

ACCEPTED AND APPROVED BY
Beneficiary of Trust

BY: [Signature]ITS: [Signature]

HOMES BY DAVE BROWN,
an Arizona General Partnership