

RACE FILE

BASE FILE

This map and/or sketch of the property is made from the best available information and is NOT A GUARANTEE. The Agency assumes no liability for correctness or accuracy thereof.

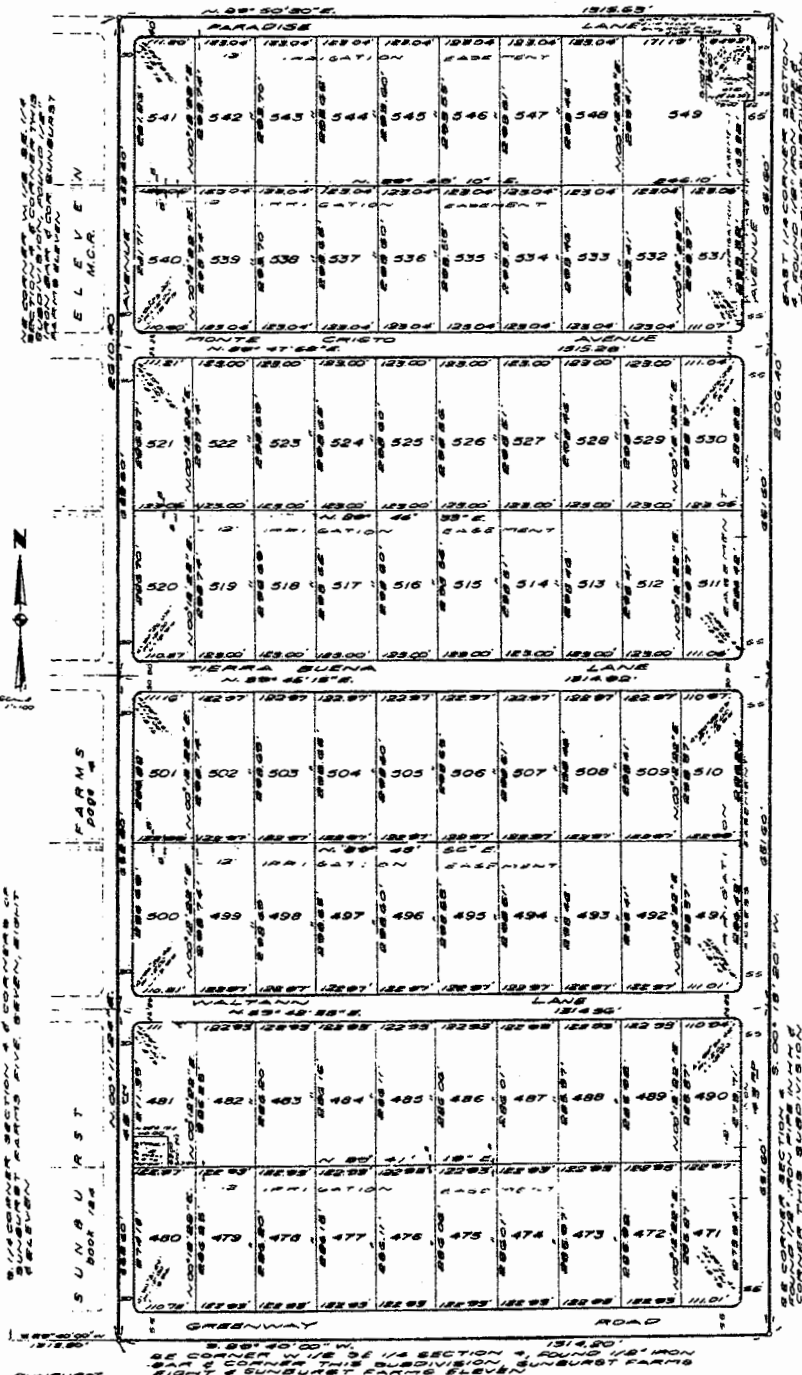
SUNBURST

FARMS

TWELVE

A SUBDIVISION OF THE EAST 1/2 OF THE SE 1/4, SECTION 4, T.3N R.2E., G.B.S.R.B.M., MARICOPA COUNTY, ARIZONA.

U N S U B D I V I D E D



DEDICATION

STATE OF ARIZONA [55]
COUNTY OF MARICOPA
Know all men by these presents:
That TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA, an Arizona corporation, as trustee has subdivided under the name of "SUNBURST FARMS TWELVE" the East 1/2 of the SE 1/4, Section 4, T.3N. R.2E., G.B.S.R.B.M., Maricopa County, Arizona, as shown plotted hereon and hereby publishes this plat as and for the plot of said "SUNBURST FARMS TWELVE" and hereby declares that said plot sets forth the location and gives the dimensions of the lots, streets and tracts constituting same and that each lot, street and tract shall be known by the number, name or letter given each respectively on said plat and that TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA, 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 for purposes shown. In witness whereof:
TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA, an Arizona corporation, as trustee, has hereunto caused its corporate name to be signed and its corporate seal to be affixed and the same to be attested by the signature of the undersigned officer thereunto duly authorized this 11 day of July, 1969.

TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA, AS TRUSTEE

BY James D. Dwyer TRUST OFFICER

ACKNOWLEDGEMENT

STATE OF ARIZONA [55]
COUNTY OF MARICOPA
On this the 11 day of July 1969, before me the undersigned officer appeared James D. Dwyer who acknowledged himself to be a Trust Officer of TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA, an Arizona corporation, and acknowledged that he as a Trust 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 himself as a Trust Officer.

In witness whereof:
I hereunto set my hand and official seal.

Notary Public

My commission expires

CERTIFICATION

This is to certify that the survey and subdivision of the premises described and plotted hereon were made under my direction during the month of July, 1969.

BY Harold L. ... Registered Civil Engineer

2600 R.C.E. No.

APPROVALS

Approved by the Board of Supervisors of Maricopa County, Arizona, this 1 day of August 1969.

BY B. M. B. Chairman

ATTEST James D. Dwyer CLERK

See Deed Restriction recorded in Dkt. _____ page _____

Varies - indicates easement for public utilities, width shown on map.

EASEMENT DETAIL

RECEIVED

JUL 11 1969
MARICOPA COUNTY PLANNING AND ZONING COMMISSION

BASE FILE

BASE FILE

140292

24-R. AGR.

7724-561

DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by Transamerica Title Insurance Company of Arizona, an Arizona corporation, as Trustee, hereinafter referred to as "Declarant";

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of certain property in the County of Maricopa, State of Arizona, which is more particularly described as:

Lots Three Hundred Thirty-two (332) through Four Hundred Ten (410), inclusive in SUNEURST FARMS TWELVE.

according to the plat thereof recorded in the Office of the County Recorder of Maricopa County, Arizona, in Book 125 of Maps, page 6 thereof; and

WHEREAS, Declarant will convey the said properties, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth;

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property, and all of which are hereby declared to be for the benefit of all of the property described herein and the owners thereof, their heirs, successors, grantees and assigns.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to SUNEURST FARMS MUTUAL WATER AND AGRICULTURAL COMPANY; the same being an Arizona corporation, its successors and assigns.

Section 2. "Properties" or "premises" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Lot", "unit" or "parcel" shall be synonymous and shall mean and refer to a separately designated and legally described freehold estate consisting of any plot of land and the improvements thereon shown upon any recorded subdivision map of the properties.

Section 4. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of equitable title (or legal title if equitable title has merged) of any lot which is part of the properties.

Section 6. "Declarant" shall mean and refer to Transamerica Title Insurance Company of Arizona, 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.

ARTICLE II

BUILDING TYPE AND LAND USE

Section 1. The lots subject to these restrictions as enumerated above shall be known, described and limited to single family residential lots.

Section 2. No building except one single family residence, a private garage or carport, and a structure to serve as a stable, livestock shelter, and/or tack room, shall be erected, maintained, placed or permitted on any residential lot or portion of said residential lots in SUNEURST FARMS TWELVE. Such stable, livestock shelter, and/or tack room shall be of a design harmonious with the other structure or structures upon said lot, and no use of used or inferior materials shall be permitted. Any quarters for servants or guests must be in an integral part of said residence.

Section 3. No garage or any other building whatsoever shall be erected on any of said residential building lots until a dwelling house shall have been erected or until a contract with a reliable and responsible contractor shall have been entered into for the construction of a dwelling which shall comply with the restrictions herein permitted on any such premises. No garage or stable and tack room shall be used for residential purposes.

Section 4. No dwelling house having a ground floor area of less than eleven hundred (1,100) square feet, exclusive of open porches, pergolas, or attached garage, if any, shall be erected, permitted or maintained on any of said residential lots in SUNEURST FARMS TWELVE.

Section 5. No building shall be erected on any of said residential lots in SUNEURST FARMS TWELVE, the front walls of which are closer than twenty (20) feet from the front property line, except that a front porch, an attached garage or carport, may project into the front yard not more than five (5) feet, nor shall the side walls of any such building be nearer than fifteen (15) feet from the property line on each side of said lot; provided, further, that this restriction shall apply to the stable, livestock shelter, and/or tack room, which structure may not be located closer than twenty-five (25) feet from the main structure or residence, nor closer than twenty (20) feet to any side property line.

Section 6. No solid wall or fence over five (5) feet in height shall be maintained or erected nearer to the front street line of any of the said residential lots in SUNBURST FARMS ^{TWELVE} than the front walls of the building erected on such lot; and in case of a lot on which no residence has been erected, no solid wall or solid fence over three (3) feet high shall be constructed or maintained closer than twenty (20) feet to the front line of such lot. No side or rear fence, and no side or rear wall, other than the wall of the building constructed on any of said lots shall be more than six (6) feet in height. No hedge more than three (3) feet in height shall be permitted closer than twenty (20) feet to the front property line in any of said lots in said subdivision. Where a corner lot has its rear lot line in common with the side lot line of the adjacent lot, such common lot line shall be used to measure the set back to be observed with regard to the permitted height of solid walls, fences or hedges under this paragraph.

Section 7. Subject to the laws, ordinances, health codes and rules and regulations of the State of Arizona, and counties and municipalities thereof, horses, poultry and/or livestock may be kept or maintained on any of said lots, which horses, poultry, and/or livestock shall be for the sole and exclusive use and enjoyment of the owners of said lot and their invited guests. The maintenance of such horses, poultry, and/or livestock and the physical facilities for the same shall be maintained by lot owner in a clean, neat, orderly fashion in accordance with the prevailing custom and usage, so that such facilities shall not become a nuisance to the remaining lot owners in said SUNBURST FARMS ^{TWELVE}. Any such physical facilities for the maintenance of poultry, livestock, or horses must be maintained at a minimum distance of seventy (70) feet from the front property line of any of said lots. None of said lots or any portion thereof shall ever be used for commercial animal husbandry.

Section 8. Easements for installation and maintenance of utilities and drainage facilities providing irrigation water and ingress and egress are reserved as shown on the recorded plat. Within all these easements, no structure, planting or other materials shall be placed or permitted to remain which may interfere with the purpose for which these easements have been reserved.

Section 9. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

ARTICLE III

ASSOCIATION MEMBERSHIP

The record owner of equitable title (or legal title if equitable title has merged) of any parcel or parcels of real property located in the SUNBURST FARMS development shall automatically become a member of the Association, and shall remain a member of the Association until such time as his ownership ceases for any reason, at which time his membership in said Association shall automatically cease. Ownership of a parcel shall be the sole qualification and criteria for membership. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

A membership in the Association shall not be transferred, pledged or alienated in any way. Upon the sale, or other transfer of a parcel, the owner's membership in the Association shall automatically be cancelled and new membership certificates shall be issued to subsequent owners pursuant to the Articles and By-Laws of the Association. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association.

The record owner of equitable title (or legal title if equitable title has merged) of each unit shall be entitled to one membership in the Association, for himself and his family residing in the unit, which membership, shall be subject to all of the provisions of the Association's Articles of Incorporation, By-Laws, Resolutions, and these Restrictions, as now in effect or duly adopted and amended.

Membership in this Association is for the purpose of supplying irrigation water and agricultural tillage service to its members at the most economical rates. Membership further is for the purpose of each member maintaining his property in such a manner as to not depreciate the value of the overall project. Therefore, each member agrees to be bound by the Articles and By-laws of the corporation and acknowledges that the Board of Directors may fix such rates for the delivery of irrigation water and such rates for the tillage of the project lands as to properly maintain this service. In the event any member fails or refuses to maintain his property used in conjunction with the transportation and delivery of irrigation water, to the standard as required by the Board of Directors of this Association, then the Board may have the absolute right to improve the member's property used in conjunction with the transportation and delivery of irrigation water, in such a way as to maintain the Association's standards. The cost of such improvements shall be charged on the regular rates against such member.

No member may exempt himself from liability or charges fixed by the Board of Directors for the delivery of irrigation water or for charges for the tillage of the project lands or for other charges in connection therewith which the Board of Directors may fix by his waiver of the use or enjoyment of irrigation or other service or services provided by the Association or by the member's abandonment of his unit.

Each member further agrees that the above-mentioned charges, if not paid within the time fixed for payment by the Board of Directors, shall be delinquent and shall become a lien upon said member's lot and shall continue to be such lien until fully paid. Said charges shall bear interest from the date of delinquency at the rate of five per cent (5%) per annum. The lien referred to in this Article III shall be subordinate to the lien of any first mortgagee. The amount of principal and interest owed by each member to the Association shall be a debt, and shall be collectible by any lawful procedure allowed by the laws of the State of Arizona.

Each member, by his acceptance of a deed to a lot, or by his lease of a lot, hereby expressly vests in the Association or its agents, the right and power to bring all actions against

7724 565

such member for the collection of such charges and to enforce the aforesaid lien by all methods available for the enforcement of such liens and such member hereby expressly grants to the Association the power of sale in connection with said lien.

In the event the Association employs an attorney or attorneys to enforce said lien or the collection of any amounts due pursuant to this article the member, members, and parties against whom the action is brought shall pay all attorneys' fees and costs thereby incurred by the Association in the event the Association prevails in any such action.

ARTICLE IV

MISCELLANEOUS

Section 1. Deeds of conveyance for said property, or any portion thereof, may contain the above covenants, conditions, stipulations and restrictions by reference to this document, but whether or not such reference is made in such deeds, each and all of these covenants, conditions, stipulations and restrictions shall be binding upon the respective grantees.

Section 2. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for the major builder and developer of the "properties" to maintain during the period of construction and sale of said "premises", upon such portion of the premises as such builder may choose, such facilities as in the sole opinion of said builder may be reasonably required, convenient or incidental to the construction and sale of said premises, including, but without limitation, a business office, storage area, construction yards, signs, model units and sales office.

Section 3. The foregoing restrictions and covenants run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 1998, unless otherwise amended or revoked by vote of a majority of the then owners of lots in SUNBURST FARMS TWELVE. Subsequent to January 1, 1998, these covenants and restrictions then in effect shall automatically be extended for successive periods of ten (10) years each, unless by vote of the majority of the then owners of lots in SUNBURST FARMS TWELVE it is agreed to change the said covenants and restrictions in whole or in part.

Section 4. If there shall be a violation or threatened or attempted violation of any of said covenants, conditions, stipulations or restrictions, it shall be lawful for the Association or any person or persons owning real property situated in SUNBURST FARMS TWELVE to prosecute proceedings at law or in equity against all persons violating or attempting to violate or threatening to violate any such restrictions, covenants, conditions or stipulations and such violators shall reimburse the Association or any person or persons owning real property situated in SUNBURST FARMS TWELVE for attorneys' fees and expenses incurred in prosecution of such proceedings. However, a violation

7724-566

of these restrictive covenants, or any one or more of them, shall not affect the lien of any mortgage now on record, or which may hereafter be placed of record upon said lots or any part thereof.

Section 5. Invalidation of any one or more of these covenants, conditions, restrictions and stipulations shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Transamerica Title Insurance Company of Arizona, an Arizona corporation, as Trustee, has herunto caused its corporate seal to be affixed and the name to be attested by the signature of its duly authorized officers, this 11th day of July, 19 69.

TRANSAMERICA TITLE INSURANCE COMPANY
OF ARIZONA, TRUSTEE

By Ernest Durrant
Trust Officer

COUNTRYWIDE INVESTMENTS COMPANY

By John H. Holland

TRANSAMERICA TITLE INSURANCE COMPANY
OF ARIZONA

By John H. Holland

STATE OF ARIZONA

County of Maricopa

} ss.

On this 11th day of July, 19 69,
before me, the undersigned Notary Public, personally appeared Ernest Durrant, who acknowledged himself to be a Trust Officer of TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA, an Arizona corporation, and that he, as such officer, being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of said corporation by himself as such officer.

WITNESS my hand and official seal.

Mary J. Ernst
Notary Public

My Commission Expires:

May 14, 1972

7724-567

STATE OF ARIZONA }
County of Maricopa } ss.

On this 11th day of July 1969, before me, the undersigned Notary Public, personally appeared John H. Holland who acknowledged himself to be the Vice President, respectively, of COUNTRYWIDE INVESTMENTS COMPANY, and that he, 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.

WITNESS my hand and official seal.



Mary H. East
Notary Public

My Commission Expires:
May 14, 1972

STATE OF ARIZONA }
County of Maricopa } ss.

On this 11th day of July 1969, before me, the undersigned Notary Public, personally appeared John H. Holland who acknowledged themselves to be the Vice President, respectively, of TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA, and that being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of said corporation by themselves as such officers.

WITNESS my hand and official seal.



Mary H. East
Notary Public

My Commission Expires:
May 14, 1972

STATE OF ARIZONA }
County of Maricopa } ss.

I hereby certify that the within instrument was filed and recorded at request of

Coe + Van Loo
AUG 4 - 69 - 4 46

in Docret 7724-567

Witness my hand and official seal the day and year aforesaid.

Paul A. Masten
County Recorder
Deputy Recorder

4831 N. 112th St. PH

When recorded mail to:
Transamerica Title Ins. Co.
P. O. Drawer 13028
Phoenix, Arizona 85062
Attn: 88-4985

11280

ENT 7865 243

Q2-R MISC.

AMENDMENT TO DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT is made on the 19th day of January 1970 by the undersigned hereinafter referred to as "Declarants":

N I N E T E E N:

WHEREAS, the Declarants are the owners of a majority of certain property in the County of Maricopa, State of Arizona, more particularly described as:

Lots Four Hundred Seventy-one (471) through Five Hundred Forty-nine (549), inclusive, in SUNBURST FARMS TWELVE.

according to the plat thereof recorded in the Office of the County Recorder of Maricopa County, Arizona, in Book 125 of Maps, page 6 thereof; and

WHEREAS, said property is subject to that certain Declaration of Covenants, Conditions and Restrictions dated August 4, 1969, and recorded in Docket 7724, commencing at page 361 of the records of the County Recorder of Maricopa County, Arizona; and

WHEREAS, Declarants desire to amend said Declaration of Covenants, Conditions and Restrictions;

NOW, THEREFORE, Declarants hereby declare that said Declaration of Covenants, Conditions and Restrictions dated August 4, 1969, are hereby amended as follows:

The lots described as 332 through 410, inclusive, in SUNBURST FARMS TWELVE shall be deleted and the following property shall be inserted in its place:

Lots Four Hundred Seventy-one (471) through Five Hundred Forty-Nine (549), inclusive, in SUNBURST FARMS TWELVE.

Further, Section 4 of Article II of said Declaration of Covenants, Conditions and Restrictions shall be deleted in its entirety and the following paragraph shall be inserted in its place:

No dwelling house having a ground floor area of less than one thousand fifty (1,050) square feet, exclusive of open porches, pergolas, or attached garage, if any, shall be erected, permitted or maintained on any of said residential lots in SUNBURST FARMS TWELVE.

EX-7965 244

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Except as specifically amended by this instrument, said Declaration of Covenants, Conditions and Restrictions dated August 4, 1969, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned being the Declarants herein have hereunto set their hands the day and year first above written.

TRANSAMERICA TITLE INSURANCE
COMPANY OF ARIZONA, as Trustee,

By [Signature]
Trust Officer

COUNTRYWIDE INVESTMENTS COMPANY

TRANSAMERICA TITLE INSURANCE
COMPANY OF ARIZONA

By [Signature]
By [Signature]

STATE OF ARIZONA }
County of Maricopa }

On this 19th day of January, 1970, before me, the undersigned Notary Public, personally appeared Ernest D. Adams, who acknowledged himself to be a Trust Officer of TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA, an Arizona corporation, and that he, as such officer, being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of said corporation by himself as such officer.

WITNESS MY HAND and official seal.

[Signature]
Notary Public

My Commission Expires:

July 14, 1972

STATE OF ARIZONA }
County of Maricopa }

On this 19th day of January, 1970, before me, the undersigned Notary Public, personally appeared J. M. Patterson, who acknowledged himself to be the Vice President, respectively, of COUNTRYWIDE INVESTMENTS COMPANY, and that he, being authorized so to do, executed the

DKT 7965 MAR 245

-3-

foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

WITNESS my hand and official seal.

Georgia M. Thomas
Notary Public
Georgia M. Smith

My Commission Expires:

Mar. 2, 1970

STATE OF ARIZONA

County of Maricopa

} ss.

On this 19th day of January, 1970, before me, the undersigned Notary Public, personally appeared J. S. Hall and D. B. Browning

who acknowledged themselves to be the Senior Vice President and Assistant Secretary

respectively, of TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA, and that being authorized to do, executed the within instrument for the purposes therein contained by signing the name of said corporation by themselves as such officers.

WITNESS my hand and official seal.

Georgia M. Thomas
Notary Public
Georgia M. Smith

My Commission Expires:

Mar. 2, 1970

STATE OF ARIZONA }
County of Maricopa } ss.

I hereby certify that the within instrument was filed and recorded at request of

Transamerica Title Ins. Co.
JAN 21 1970-8 00 AM

In Docket 2968
on page 343-346

Witness my hand and official seal the day and year aforesaid.

By *Lourence Peters*
County Recorder
Deputy Recorder

20

When recorded mail 20

Transamerica Title Ins. Co.
P. O. Box 13028
Phoenix, Arizona 85062
ACTN: EB - Tr. 4985

37493

02-R MISC.

DA 8024 MAR 180

AMENDMENT TO DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT is made on the 25th day of February, 1970, by the undersigned hereinafter referred to as "Declarants":

WITNESSETH:

WHEREAS, the Declarants are the owners of a majority of certain property in the County of Maricopa, State of Arizona, more particularly described as:

Lots Four Hundred Seventy-one (471) through Five Hundred Forty-nine (549), inclusive, in SUNBURST FARMS TWELVE.

according to the plat thereof recorded in the Office of the County Recorder of Maricopa County, Arizona, in Book 125 of Maps, page 6 thereof; and

WHEREAS, said property is subject to that certain Declaration of Covenants, Conditions and Restrictions dated August 4, 1969, and recorded in Docket 7724, commencing at page 561 of the records of the County Recorder of Maricopa County, Arizona; and

WHEREAS, said Declaration of Restrictions were amended on the 19th day of January, 1970, and recorded in Docket 7965, commencing at page 243 of the records of the County Recorder of Maricopa County, Arizona; and

WHEREAS, Declarants desire to amend said Declarations of Covenants, Conditions and Restrictions;

NOW, THEREFORE, Declarants hereby declare that said Declaration of Covenants, Conditions and Restrictions dated August 4, 1969, are hereby amended as follows:

Article IV, Section 3 as presently set forth shall be deleted in its entirety and the following paragraph shall be inserted in its place:

"Section 3. The foregoing restrictions and covenants run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 1998, unless otherwise amended or revoked by vote of a majority of the then owners of lots in SUNBURST FARMS TWELVE. As long as the developer owns a majority of the lots in this subdivision, these covenants, conditions and restrictions may not be amended without the approval of FHA. Subsequent to January 1, 1998, these covenants and restrictions then in effect shall automatically be extended for successive periods of ten (10) years each, unless by vote of the majority of the then owners of lots in SUNBURST FARMS TWELVE it is agreed to change the said covenants and restrictions in whole or in part."

8024 181

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Except as specifically amended by this instrument, said Declaration of Covenants, Conditions and Restrictions dated August 4, 1969, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein have hereunto set their hands the day and year first above written.

TRANSAMERICA TITLE INSURANCE
COMPANY OF ARIZONA, as Trustee

By [Signature]
Trust Officer

COUNTRYWIDE INVESTMENTS COMPANY

By [Signature]

By [Signature]

TRANSAMERICA TITLE INSURANCE
COMPANY OF ARIZONA

By [Signature]

By [Signature]

STATE OF ARIZONA } ss.
County of Maricopa }

On this 25th day of February, 1970, before me, the undersigned Notary Public, personally appeared FRANK DURRANT, who acknowledged himself to be a Trust Officer of TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA, an Arizona corporation, and that he, as such officer, being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of said corporation by himself as such officer.

My Commission Expires:

STATE OF ARIZONA } ss.
County of Maricopa }

On this 27th day of February, 1970, before me,

cat 8024 182

the undersigned, Notary Public in and for the County of Maricopa
of ARIZONA, personally appeared John M. Holland and
W. B. Browning who acknowledged themselves to be the Vice President
and Asst. Secretary respectively, of COUNTRYWIDE INVESTMENTS COMPANY,
and that they as such Vice President and Assistant Secretary
being authorized so to do, executed the foregoing instrument for the purpose
therein contained by signing the name of the corporation by themselves as
Vice President and Asst. Secretary respectively.
In witness whereof, I hereunto set my hand and official seal.

My commission expires

Mar. 2, 1976

George M. Thomas
Notary Public
George M. Smith

STATE OF ARIZONA)
County of Maricopa)

On this 27th day of February, 1976, before me, the
undersigned Notary Public, personally appeared J. S. Hall and
B. B. Browning, who acknowledged themselves to be the Senior Vice
President and Asst. Secretary respectively, of TRANSAMERICA
TRAIL INSURANCE COMPANY OF ARIZONA, and that being authorized so to do, executed
the within instrument for the purposes therein contained by signing the name
of said corporation by themselves as such officers.

WITNESS my hand and official seal.

My Commission Expires

Mar. 2, 1976

George M. Thomas
Notary Public
George M. Smith

STATE OF ARIZONA)
County of Maricopa)

I hereby certify that the above
instrument is a true and cor-
rect copy of the original as
recorded at request of
Transamerica Title Ins. Co.

FILED 1976-02-27

IN OFFICE 8024

NO. 100-182

RECORDED BY 100-182

INDEXED BY 100-182

FILED BY 100-182

RECORDED BY 100-182

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