

Please return recorded instrument to:

The Foothills Property
Owners' Association
P.O. Box 12602
Prescott, AZ 86304-2602

BK	FEE
MAP	\$4
PCL	\$5
	\$1

3293148 BK 3783 PG 907
Yavapai County
Patsy Jenney-Colon, Recorder
09/29/2000 04:58P PAGE 1 OF 14
FIRST AMERICAN TITLE INS CO
RECORDING FEE 14.00
SURCHARGE 4.00
POSTAGE 1.00

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is entered into this 30th day of August, 2000, between FIRST AMERICAN TITLE INSURANCE AGENCY OF YAVAPAI, INC., as Trustee under Trust No. 4331B ("Fee Title Holder"), CHAMBERLAIN DEVELOPMENT, L.L.C., an Arizona limited liability company ("Chamberlain"), THE FOOTHILLS PROPERTY OWNERS' ASSOCIATION, INC., an Arizona non-profit corporation ("Association"), and DREW F. STODDARD and SUSAN J. STODDARD, husband and wife (collectively, the "Grantee").

WHEREAS, Fee Title Holder, as Trustee under a Trust for the benefit of Chamberlain, owns that certain real property described on Exhibit "A" attached hereto (the "Easement Parcel"), which property is located within a subdivision known as "The Foothills"; and

WHEREAS, Grantee desires to acquire from Fee Title Holder a non-exclusive easement over the Easement Parcel for the purposes hereinafter set forth, and Fee Title Holder desires to grant said easement to Grantee;

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and in mutual consideration of the covenants set forth herein, the parties covenant and agree for themselves, their heirs, successors and assigns, as follows:

1. Grant of Easement. Fee Title Holder hereby grants to Grantee and Grantee's tenants, licensees, invitees, employees, contractors, representatives, successors and assigns, a perpetual non-exclusive easement over, across and upon that certain real property described on Exhibit "A" attached hereto (the "Easement Parcel"), for ingress, egress and public utilities to and from the property described on Exhibit "B" attached hereto (the "Stoddard Property"). There is excepted and reserved unto Fee Title Holder from the easement hereby granted (i) all rights to utilize the

LOT 4D AGREEMENT

Easement Parcel for any and all purposes not inconsistent with Grantee's rights hereunder, and (ii) all rights of Fee Title Holder to grant at its sole discretion and at any time any and all additional easements to any other person across the Easement Parcel provided that such additional easements do not interfere with Grantee's rights hereunder.

2. Development and Maintenance of Easement. Chamberlain shall be responsible, at its sole cost, for installing a paved roadway on the Easement Parcel. It is Chamberlain's intent that the Easement Parcel and the roadway shall be maintained and insured by the Association, and the Association is hereby granted a perpetual license to enter onto the Easement Parcel for such purposes. The Association agrees to maintain and insure the Easement Parcel and the roadway thereon in accordance with the standards established in the Declaration of Covenants, Conditions and Restrictions for The Foothills recorded on March 14, 1996, in Book 3171, Pages 494-537A, of the Records of the Yavapai County Recorder, Yavapai County, Arizona, and in any amendments to said Declaration. Grantee (or the subsequent owners of the Stoddard Property) shall pay to the Association an amount equal to the annual assessment against lot owners in The Foothills for Grantee's share of the costs of maintaining the Easement Parcel. If Grantee fails to make such payment when due and such failure continues for more than fifteen (15) days after written demand therefor, Fee Title Holder or Chamberlain may suspend the easement until the Association has received the delinquent payment, together with interest thereon from the due date until paid at the rate of eighteen percent (18%) per annum. The license hereby granted to the Association may not be revoked so long as the Association is responsible for maintaining and insuring the Easement Parcel and the roadway thereon, and so long as this easement remains in effect, the Association may not be relieved of such responsibility without Grantee's express written consent.

3. Indemnification. Except for their negligent acts, neither Fee Title Holder nor Chamberlain shall be liable for, and Grantee shall indemnify them from and against, any loss, damage or injury (including death) of any kind or nature to any person or property arising from any use by Grantee or any of Grantee's agents, employees, licensees, invitees or contractors of the easement hereby granted.

4. Covenants Running with Land. The easement hereby granted shall be perpetual, and the agreements herein contained shall be covenants running with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their

respective heirs, successors and assigns, including without limitation all subsequent owners of the Easement Parcel and the Stoddard Property and all persons claiming under them.

5. Enforcement. The easements, restrictions and covenants herein contained may be enforced by any party to this Agreement or their successors or assigns, and any violation thereof may be restrained or enforced by any court of competent jurisdiction and/or damages may be awarded for any violation; provided, however, that nothing herein shall be construed as meaning that damages are an adequate remedy where equitable relief is sought.

6. Attorneys' Fees; Costs. Should any party employ an attorney or attorneys to enforce any of the provisions of this Agreement, or to protect its interest in any matter arising hereunder, or to recover damages for the breach hereof, the party not prevailing in any final judgment agrees to pay the prevailing party all reasonable costs, charges and expenses, including attorneys' fees, expended or incurred in connection therewith, in addition to any and all other relief provided for by law or equity.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

FEE TITLE HOLDER:

FIRST AMERICAN TITLE INSURANCE AGENCY
OF YAVAPAI, INC., as Trustee under
Trust No. 4331B

By: Roger A. Yedinak
Name: Roger A. Yedinak
Title: Trust Officer

CHAMBERLAIN:

CHAMBERLAIN DEVELOPMENT, L.L.C., an
Arizona limited liability company

By: James M. Chamberlain
James M. Chamberlain, as Trustee
of the Chamberlain Family Trust
dated September 21, 1979, Member

[Signatures continued on the next page]

By [Signature]
Patsy L. Chamberlain, as Trustee
of the Chamberlain Family Trust
dated September 21, 1979, Member

By SUN STATE BUILDERS, an Arizona
corporation, Member

By [Signature]
Ed Forst, President

ASSOCIATION:

THE FOOTHILLS PROPERTY OWNERS'
ASSOCIATION, INC., an Arizona non-
profit corporation

By [Signature]
Name: Jim Chamberlain
Title: President

GRANTEE:

[Signature]
Drew F. Stoddard

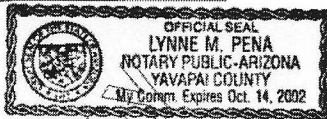
[Signature]
Susan J. Stoddard

STATE OF ARIZONA)
) ss.
County of Yavapai)

On this 30th day of August, 2000, before me,
the undersigned Notary Public, personally appeared
Roger A. Yedinak, known to me (or satisfactorily proven) to
be the person whose name is above subscribed, who acknowledged to
me that (s)he is the Trust Officer of First American
Title Insurance Agency of Yavapai, Inc., and that (s)he executed
the foregoing instrument in such capacity on behalf of said
company, being so authorized to do, acting in its capacity as
Trustee under Trust No. 4331B.

Lynne M. Pena
Notary Public

My Commission Expires:



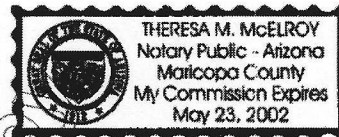
STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 20th day of September, 2000, before me, the undersigned Notary Public, personally appeared James M. Chamberlain, known to me (or satisfactorily proven) to be the person whose name is above subscribed, who acknowledged to me that he is a Trustee of the Chamberlain Family Trust dated September 21, 1979, and that he, being so authorized to do, executed the foregoing instrument in such capacity on behalf of said Trust, acting on behalf of and in its capacity as a Member of Chamberlain Development, L.L.C., an Arizona limited liability company.

Theresa M. McElroy
Notary Public

My Commission Expires:

May 23, 2002



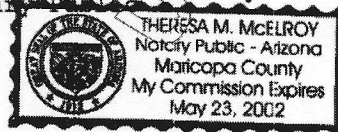
STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 20th day of September, 2000, before me, the undersigned Notary Public, personally appeared Patsy L. Chamberlain, known to me (or satisfactorily proven) to be the person whose name is above subscribed, who acknowledged to me that she is a Trustee of the Chamberlain Family Trust dated September 21, 1979, and that she, being so authorized to do, executed the foregoing instrument in such capacity on behalf of said Trust, acting on behalf of and in its capacity as a Member of Chamberlain Development, L.L.C., an Arizona limited liability company.

Theresa M. McElroy
Notary Public

My Commission Expires:

May 23, 2002



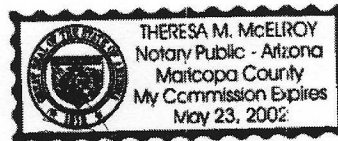
STATE OF ARIZONA)
County of Maricopa) ss.

On this 20th day of September, 2000, before me, the undersigned Notary Public, personally appeared Ed Forst, (known to me (or satisfactorily proven) to be the person whose name is above subscribed, who acknowledged to me that he is the President of Sun State Builders, an Arizona corporation, and that he, being so authorized to do, executed the foregoing instrument in such capacity on behalf of said corporation, acting on behalf of and in its capacity as a Member of Chamberlain Development, L.L.C., an Arizona limited liability company.

Theresa M. McElroy
Notary Public

My Commission Expires:

May 23, 2002



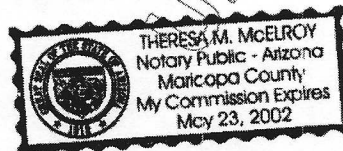
STATE OF ARIZONA)
County of Maricopa) ss.

On this 20th day of September, 2000, before me, the undersigned Notary Public, personally appeared Jim Chamberlain, known to me (or satisfactorily proven) to be the person whose name is above subscribed, who acknowledged to me that (s)he is the President of The Foothills Property Owners' Association, Inc., an Arizona non-profit corporation, and that (s)he executed the foregoing instrument in such capacity on behalf of said corporation, being so authorized to do.

Theresa M. McElroy
Notary Public

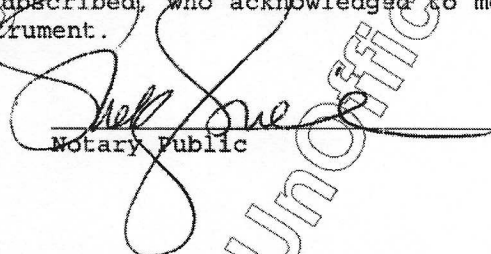
My Commission Expires:

May 23, 2002



STATE OF ARIZONA)
County of Maricopa) SS.

On this 29th day of September, 2000, before me, the undersigned Notary Public, personally appeared Drew F. Stoddard and Susan J. Stoddard, known to me (or satisfactorily proven) to be the persons whose names are above subscribed, who acknowledged to me they executed the foregoing instrument.


Notary Public

My Commission Expires:



Exhibit "A"
to
Easement Agreement

LEGAL DESCRIPTION OF
EASEMENT PARCEL

[To Be Attached]



M • HAYWOOD • ASSOCIATES • INC.

LAND SURVEYING • G.P.S. • LAND PLANNING

EXHIBIT "A"

EASEMENT DESCRIPTION

LOTS 39, 40, 41 & 42



A non-exclusive easement for ingress, egress, underground utilities, and emergency access over Lots 39, 40, 41 and 42, mutually and reciprocally in favor of same, THE FOOTHILLS, per the Amended Plat of The Foothills Phases 2 and 3, as recorded in Book 34, Pages 94, 95 and 96, on file in the office of the Yavapai County Recorder, Yavapai County, Arizona, more particularly described as follows:

BEGINNING at the north common corner of said Lots 39 and 40 on the south right-of-way of City Lights;

Thence, South $13^{\circ}55'51''$ East, 101.94 feet to the most easterly corner of said Lot 39;

Thence, South $14^{\circ}03'06''$ East, 28.41 feet;

Thence, South $19^{\circ}32'44''$ East, 69.72 feet;

Thence, South $07^{\circ}39'59''$ East, 106.74 feet;

Thence, South $01^{\circ}16'55''$ East, 40.00 feet to the most southerly corner common to said Lots 40 and 41;

Thence, North $88^{\circ}43'05''$ East, 100.00 feet to a point on the south line of said Lot 41;

Thence, North $61^{\circ}32'13''$ West, 80.62 feet;

Thence, North $10^{\circ}09'42''$ West, 113.37 feet to the southwest corner of said Lot 42;

Thence, North $19^{\circ}32'44''$ West, 71.12 feet to an angle point in the west line of said Lot 42;

Thence, North $13^{\circ}55'51''$ West, 111.42 feet to a point on the said south right-of-way of City Lights, being a point on a non-tangent curve concave to the right with a radius of 240.00 feet whose center bears North $16^{\circ}49'23''$ East;

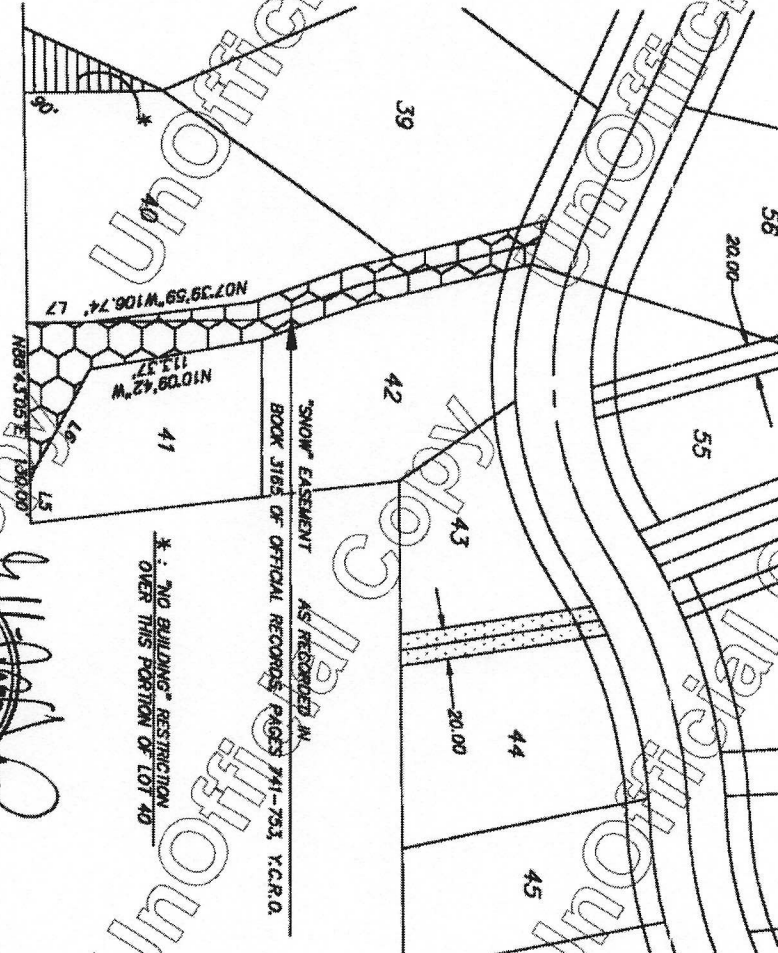
Thence, Northwesterly along said curve and right-of-way a length of 30.31 feet to the **TRUE POINT OF BEGINNING.**

94-060
11-30-99

115 E. GOODWIN STREET • P.O. BOX 1001 • PRESCOTT, AZ 86302 • (520) 778-5101
FAX (520) 778-9321 • Email: mhay@futureone.com

EXHIBIT "A"

EXHIBIT TO ACCOMPANY
EASEMENT DESCRIPTION
LOTS 39, 40, 41 & 42,
THE FOOTHILLS



* : "NO BUILDING" RESTRICTION
OVER THIS PORTION OF LOT 40



M. HAYWOOD ASSOCIATES, INC. SURVEYING • ENGINEERING • PLANNING 115 E. GOODWIN STREET PRESCOTT, AZ. 86303 (520) 778-5101			
JOB NO: 84-080	DRAWN: GMM	DATE: 8-18-00	CHECKED: GMM
CLIENT: SANTA FE	CHECKED: GMM	DATE: 8-18-00	SCALE: N.T.S.



M • HAYWOOD • ASSOCIATES • INC

LAND SURVEYING • G.P.S. • LAND PLANNING

EXHIBIT "A"

**EASEMENT DESCRIPTION
LOTS 40, 41 & 42**

An easement for ingress, egress, underground utilities, and emergency access over Lots 40, 41 and 42, in favor of same, THE FOOTHILLS, per the Amended Plat of The Foothills Phases 2 and 3, as recorded in Book 34, Pages 94, 95 and 96, on file in the office of the Yavapai County Recorder, Yavapai County, Arizona, more particularly described as follows:

Commencing at the north common corner of said Lots 40 and 41 on the south right-of-way of City Lights;

Thence, South $13^{\circ}55'51''$ East, 96.50 feet to a point on the line common to said Lots 40 and 41 and the **TRUE POINT OF BEGINNING**;

Thence, South $48^{\circ}58'45''$ East, 21.77 feet;

Thence, South $41^{\circ}45'26''$ East, 96.17 feet to a point on the south line of said Lot 42;

Thence, South $56^{\circ}21'12''$ East, 27.27 feet;

Thence, North $41^{\circ}45'26''$ West, 60.58 feet;

Thence, South $70^{\circ}27'16''$ West, 33.33 feet;

Thence, North $55^{\circ}01'41''$ West, 27.00 feet;

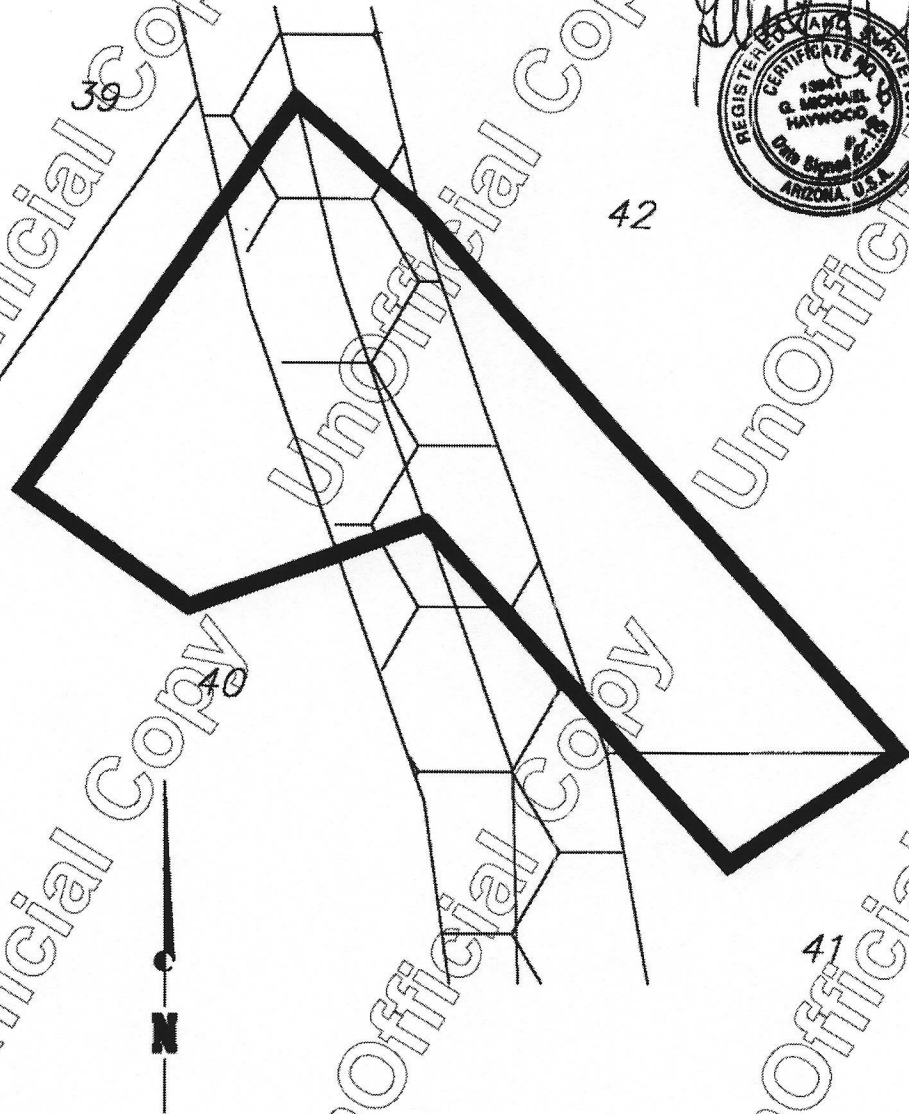
Thence, North $38^{\circ}58'19''$ East, 63.00 feet to the **TRUE POINT OF BEGINNING**.

94-060
11-16-99



115 E. GOODWIN STREET • P.O. BOX 1001 • PRESCOTT, AZ 86302 • (520) 778-5101
FAX (520) 778-9321 • Email: mhai@futureone.com

EXHIBIT "A"



**EXHIBIT TO ACCOMPANY
EASEMENT DESCRIPTION
LOT 40, 41 & 42**

M • HAYWOOD • ASSOCIATES • INC SURVEYING • ENGINEERING • PLANNING 115 E. GOODWIN STREET PRESCOTT, AZ. 86303 (602) 778-5101	
JOB NO: 94-080	DRAWN: GMH
CREW: CALC.	DATE: 11-15-99
CLIENT: MYERS	CHECKED: GMH
SCALE: 1" = 20'	DATE: 11-18-99

Exhibit "B"
to
Easement Agreement

LEGAL DESCRIPTION OF
STODDARD PROPERTY

Parcel No. 1:

All that portion of the Northwest quarter of the Northeast quarter of Section 10, Township 13 North, Range 2 West, Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows:

Beginning at the Northeast corner of SKY TERRACE SUBDIVISION, as recorded in Book 9 of Maps, Page 26, on file in the Yavapai County Recorder's Office;

Thence North 88°43'45" East, 408.83 feet to the TRUE POINT OF BEGINNING;

Thence North 01°17'15" West, 208.71 feet;

Thence North 88°43'45" East, 208.71 feet;

Thence South 01°17'15" East, 208.71 feet;

Thence South 88°43'45" West, 208.71 feet to the TRUE POINT OF BEGINNING

Parcel No. 2:

Lot 40, THE FOOTHILLS, according to the plat of record in the office of the County Recorder of Yavapai County, Arizona, recorded in Book 32 of Maps, Pages 94, 95 and 96 and amended in Book 34 of Maps, Pages 94, 95 and 96.

Please return recorded
instrument to:

The Foothills Property Owner's
Association, Inc.
P.O. Box 12602
Prescott, AZ 86304

3248535 BK 3746 PG 431
Yavapai County
Patsy Jenney-Colon, Recorder
04/11/2000 03:55P PAGE 1 OF 6
FIRST AMERICAN TITLE INS CO
RECORDING FEE 6.00
SURCHARGE 4.00
POSTAGE 1.00

GRANT OF EASEMENT

THIS GRANT OF EASEMENT ("Easement") is made this 8th day of March, 2000, by THE FOOTHILLS PROPERTY OWNERS' ASSOCIATION, INC., an Arizona nonprofit corporation (the "Association"), and FIRST AMERICAN TITLE INSURANCE AGENCY OF YAVAPAI, INC., an Arizona corporation as Trustee under Trust No. 4331B (the "Trustee").

WHEREAS, Chamberlain Development, L.L.C., an Arizona limited liability company ("Declarant") is the developer of certain real property known as The Foothills, Phases 2 and 3 (the "Project"), as shown on an Amended Plat recorded in Book 34 Maps and Plats, Pages 94-96, on file in the office of the Yavapai County Recorder, Yavapai County, Arizona; and

WHEREAS, pursuant to that certain Declaration of Covenants, Conditions, and Restrictions for The Foothills executed by Declarant on March 14, 1996, and recorded on March 14, 1996, in Book 3171, Pages 494-597A, of the official records of Yavapai County, Arizona, as amended by a First Amendment thereto dated February 18, 1998, recorded on March 24, 1998, in Book 3557, at Page 498, and re-recorded on April 15, 1998, in Book 3563, at Page 189, and a Second Amendment thereto recorded concurrently herewith (the "Declaration"), Declarant has conveyed to the Association certain areas within the Project which are for the common use and enjoyment of the owners of the lots within the Project (the "Common Area"), has delegated to the Association the power to manage, maintain and administer the Common Area, and has authorized the Association to grant easements over the Common Area, including without limitation the easement herein granted; and

WHEREAS, the Association and Trustee desires to establish an easement for ingress, egress and public utilities over a portion of the Common Area and Lot 35 for the benefit of certain lots within the Project, all as more fully set forth herein;

NOW, THEREFORE, for the purposes above set forth, the Association and Trustee hereby grants an easement over a portion of the Common Area and Lot 35 as follows:

1. Grant of Easement. The Association and Trustee hereby grants for the benefit of Lots 36, 37, 38 and 39 of the Project a perpetual non-exclusive easement for the purposes of ingress, egress and public utilities (the "Easement") over that portion of the Common Area and Lot 35 which is described on Exhibit "A" attached hereto (the "Easement Parcels"). No walls,

BK	FEE
MAF	34
PCL	35
	36
	37
	38
	39

Lot 36/37/38/39

DRIVE D

fences or barriers of any kind shall be constructed or maintained on the Easement Parcels which would prevent or impair the use or exercise of the Easement granted herein.

2. Development and Maintenance. The owners of Lots 36, 37, 38 and 39 shall have no liability with respect to the Easement Parcels and shall have no obligation to develop or maintain the Easement Parcels. The Easement Parcels shall be developed by Declarant, in its sole discretion and at its expense, and shall be maintained and insured by the Association in the same manner as all other Common Area within the Project, in accordance with the standards established in the Declaration.

3. Covenants Running with Land. The Easement hereby granted and the agreements herein contained shall be easements and covenants running with the land and shall inure to the benefit of, and be binding upon, the Association and its successors and assigns, and all current and subsequent owners of the lots described herein.

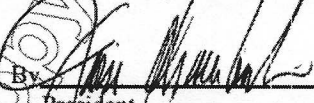
IN WITNESS WHEREOF, the undersigned has executed this Easement as of the date set forth above.

FIRST AMERICAN TITLE INSURANCE
AGENCY OF YAVAPAI, INC., as Trustee
under Trust No. 4331B



ROGER A. YEDNAK, Trust Officer

THE FOOTHILLS PROPERTY
OWNER'S ASSOCIATION, INC.,
an Arizona nonprofit corporation

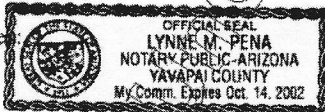

By _____
President

STATE OF ARIZONA)
) ss.
County of Yavapai)

On March 28, 2000, before me, the undersigned
Notary Public, personally appeared ROGER A. YEDINAK,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf
of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires:



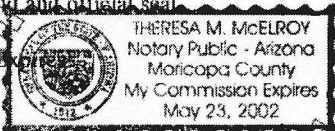
Lynne M. Pena
Notary Public

STATE OF ARIZONA)
) ss.
County of Maricopa)

On April 4, 2000, before me, the undersigned Notary
Public, personally appeared Jim Chamberlain,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf
of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires:



Theresa M. McElroy
Notary Public

STATE OF ARIZONA)
) ss.
County of)

On _____, before me, the undersigned Notary
Public, personally appeared _____,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf
of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires:

Notary Public



M • HAYWOOD • ASSOCIATES • INC

LAND SURVEYING • G.P.S. • LAND PLANNING

EXHIBIT "A"

EASEMENT DESCRIPTION

LOTS 35, 36, 37, 38 AND 39, and TRACT "B"

A non-exclusive easement for ingress, egress, underground utilities, and emergency access over a portion of Tract "B" and Lot 35, mutually and reciprocally in favor of said Lot 35 and Lots 36, 37, 38, and 39, THE FOOTHILLS, per the Amended Plat of The Foothills Phases 2 and 3, as recorded in Book 34, Pages 94, 95 and 96, on file in the office of the Yavapai County Recorder, Yavapai County, Arizona, more particularly described as follows:

BEGINNING at the most easterly corner of said Lot 35, being a point on the westerly right-of-way of City Lights in said subdivision, being a point on a non-tangent curve, concave to the left, with a radius of 170.00 feet, from whence the center thereof bears North 56°23'25" East;

Thence, Southerly along said right-of-way and curve, an arc length of 94.21 feet;

Thence, South 10°38'48" West, 46.69 feet;

Thence, South 01°44'23" West, 42.45 feet;

Thence, South 14°53'43" East, 80.19 feet to the southwest corner of said Lot 36;

Thence, South 63°03'25" East, 148.27 feet to the southeast corner of said Lot 36 and the southwest corner of said Lot 37;

Thence, South 75°58'22" East, 114.02 feet to the southeast corner of said Lot 37 and the southwest corner of said Lot 38;

Thence, South 73°28'24" East, 138.24 feet to the southeast corner of said Lot 38 and the most westerly corner of said Lot 39;

Thence, South 23°39'43" East, 32.73 feet to a point on the west line of said Lot 39;

Thence, North 73°28'24" West, 37.82 feet to the beginning of a tangent curve, concave to the left with a radius of 25.00 feet;

Thence, southerly along said curve, an arc length of 39.27 feet;

Lots 35-39 - Page 1 of 2

115 E. GOODWIN STREET • P.O. BOX 1001 • PRESCOTT, AZ 86302 • (520) 778-5101
FAX (520) 778-9321 • Email: mhai@futureone.com

Lots 35-39
Page 2 of 2

Thence, South 16°31'36" West, 15.00 feet;

Thence, North 73°28'24" West, 30.00 feet;

Thence, North 16°31'36" East, 15.00 feet to the beginning of a tangent curve, concave to the left with a radius of 25.00 feet;

Thence, northerly along said curve, an arc length of 39.27 feet;

Thence, North 73°28'24" West, 40.99 feet;

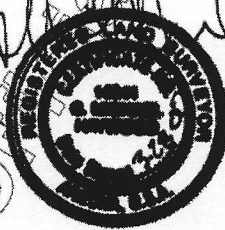
Thence, North 75°58'22" West, 116.30 feet;

Thence, North 63°03'25" West, 166.18 feet;

Thence, North 20°15'52" West, 151.99 feet;

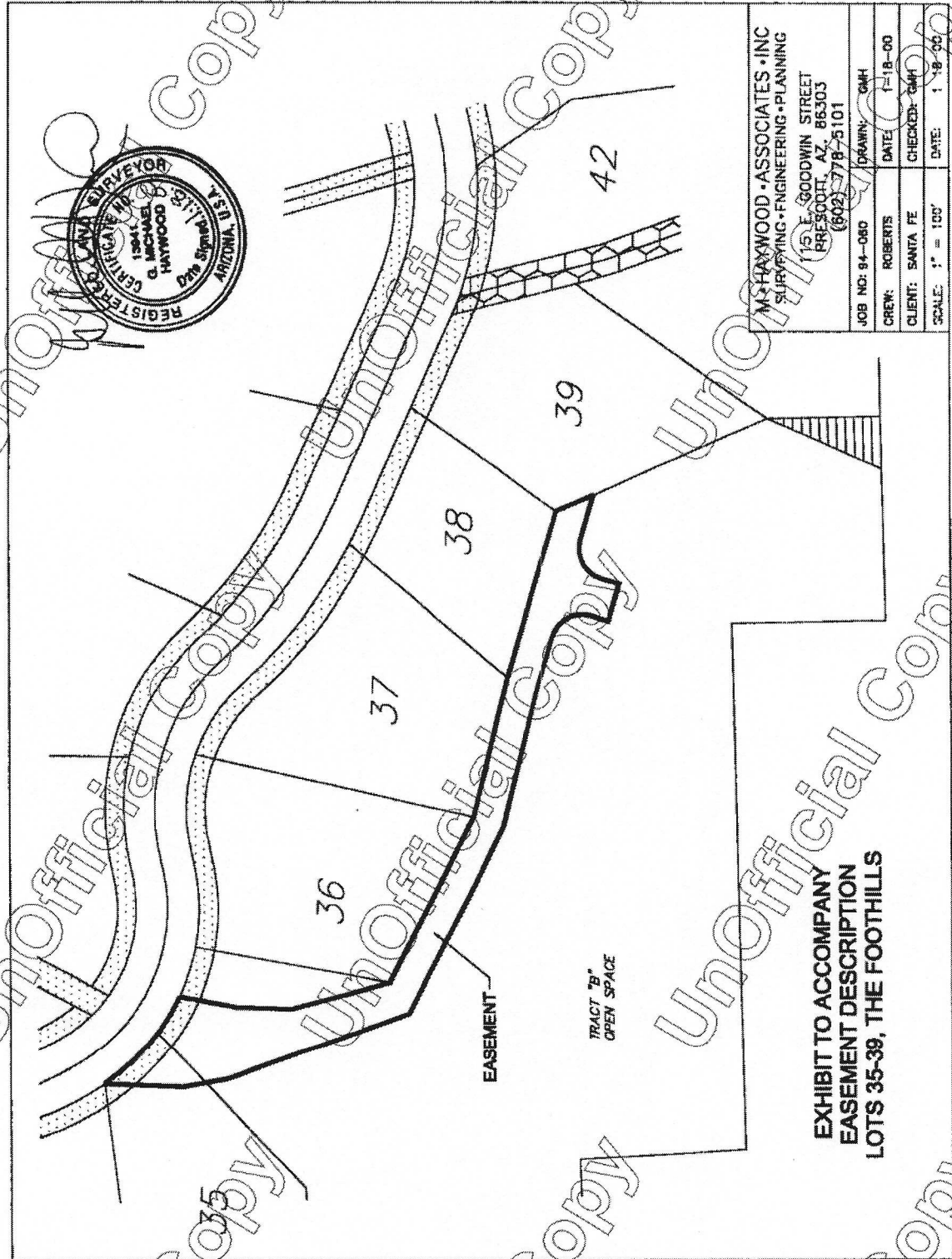
Thence, North 09°39'25" West, 36.78 feet;

Thence, North 01°58'32" East, 62.88 feet to the **POINT OF BEGINNING**.



Revised
March 28, 2000
94-060

RECORDERS MEMO: LEGIBILITY
QUESTIONABLE FOR GOOD REPRODUCTION



M. HAYWOOD • ASSOCIATES • INC
SURVEYING • ENGINEERING • PLANNING
1151 E. GOODWIN STREET
PHOENIX, AZ. 85033
(602) 378-5101

JOB NO: 94-080	DRAWN: G.M.H.
CREW: ROBERTS	DATE: 1-18-00
CLIENT: SANTA FE	CHECKED: G.M.H.
SCALE: 1" = 100'	DATE: 1-18-00

EXHIBIT TO ACCOMPANY
EASEMENT DESCRIPTION
LOTS 35-39, THE FOOTHILLS

Please return recorded
instrument to:

The Foothills Property
Owners' Association
P. O. Box 12602
Prescott, AZ 86304

3221923 BK 3724 PG 764
Yavapai County
Patsy Jenney-Colon, Recorder
01/13/2000 11:24A PAGE 1 OF 2
FIRST AMERICAN TITLE INS CO
RECORDING FEE 7.00
SURCHARGE 4.00
POSTAGE 1.00

DECLARATION OF EASEMENT

THIS DECLARATION OF EASEMENT ("Declaration") is made this 22nd
day of December, 1999, by CHAMBERLAIN DEVELOPMENT, L.L.C.,
an Arizona limited liability company ("Declarant"), and FIRST AMERICAN TITLE
INSURANCE AGENCY OF YAVAPAI, INC., as Trustee under Trust No. 4331B ("Fee
Title Holder"). THE FOOTHILLS PROPERTY OWNERS' ASSOCIATION, INC., an
Arizona non-profit corporation (the "Association") joins in this Declaration for the
purposes hereinafter specified.

WHEREAS, Declarant is the developer of certain real property known as The
Foothills, Phases 2 and 3, as shown on an Amended Plat recorded in Book 34 of Maps
and Plats, Pages 94-96, on file in the office of the Yavapai County Recorder, Yavapai
County, Arizona (the "Property"); and

WHEREAS, Fee Title Holder is the owner of the Property under a trust for the
benefit of Declarant; and

WHEREAS, Declarant desires to establish an easement for ingress, egress and
public utilities over a portion of a lot in the Property for the benefit of certain other lots,
all as more fully set forth herein;

NOW, THEREFORE, for the purposes above set forth, Declarant declares that the
lots hereinafter described shall be held, transferred, sold, conveyed, leased, occupied and
used subject to the following easements, covenants, conditions and restrictions:

1. Grant of Easement. Declarant hereby grants for the benefit of Lots 39, 40,
41 and 42 of the Property a perpetual non-exclusive easement for purposes of ingress,
egress and public utilities (the "Easement") over that portion of Lots 40, 41 and 42 of the
property which is described on Exhibit "A" attached hereto (the "Easement Parcel"). No
walls, fences or barriers of any kind shall be constructed or maintained on the Easement
Parcel which would prevent or impair the use or exercise of the Easement granted herein.



Lot 39/40/41/42

Drive E

2. Maintenance. Declarant has or will install a paved driveway on the Easement Parcel for use by the owners of Lots 39, 40, 41 and 42 and their invitees. It is Declarant's intent that the Easement Parcel and the driveway shall be maintained and insured by the Association, and the Association is hereby granted a perpetual license to enter onto the easement Parcel for such purposes. By execution of this Declaration, the Association accepts responsibility for maintaining and insuring the Easement Parcel and the driveway in accordance with the standards established in the Declaration of Covenants, Conditions and Restrictions for The Foothills recorded on March 14, 1996, in Book 3171, Pages 494-537A, of the records of the Yavapai County Recorded, Yavapai County, Arizona. The license hereby granted to the Association may not be revoked so long as the Association is responsible for maintaining and insuring the Easement Parcel and driveway, and the Association may not be relieved of such responsibility without the express written consent of the owners of Lots 39, 40, 41 and 42.

3. Covenants Running with Land. The Easement hereby granted and the agreements herein contained shall be easements and covenants running with the land and shall inure to the benefit of, and be binding upon, Declarant and its successors and assigns, including without limitation all subsequent owners of the lots described herein.

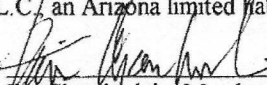
4. Attorneys' Fees; Costs. Should any party employ an attorney or attorneys to enforce any of the provisions of this Declaration, or to protect its interest in any matter arising hereunder, or to recover damages for the breach hereof, the party not prevailing in any final judgment shall pay the other party all reasonable costs, charges and expenses, including attorneys' fees, expended or incurred in connection therewith, in addition to any and all other relief provided for by law or equity.

IN WITNESS WHEREOF, the undersigned have executed this Declaration as of the date first set forth above.

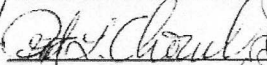
DECLARANT:

CHAMBERLAIN DEVELOPMENT,
L.L.C., an Arizona limited liability company

By

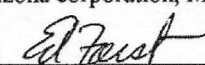

Jim Chamberlain, Member

By


Patsy L. Chamberlain, Member

By: SUN STATE BUILDERS, an
Arizona corporation, Member

By


Ed Forst, President

FEE TITLE HOLDER:

FIRST AMERICAN TITLE INSURANCE
AGENCY OF YAVAPAI, INC., as Trustee
under Trust No. 4331B

By *Roger A. Yedinak*
Name: ROGER A. YEDINAK
Title: Trust Officer

ASSOCIATION:

THE FOOTHILLS PROPERTY OWNERS'
ASSOCIATION, INC. an Arizona non-
profit corporation

By *Jim Chamberlain*
Name: Jim Chamberlain
Title: President

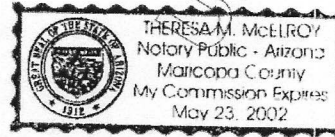
STATE OF ARIZONA)
) SS.
County of Maricopa)

On this 22nd day of December, 1999, before me, the undersigned Notary Public, personally appeared Jim Chamberlain and Patsy L. Chamberlain, known to me (or satisfactorily proven) to be the persons whose names are above subscribed, who acknowledged to me that they are the Members of Chamberlain Development, L.L.C., an Arizona limited liability company, and that they executed the foregoing instrument in such capacity on behalf of said company, being so authorized to do.

Theresa M. McElroy
Notary Public

My Commission Expires:

May 23, 2002



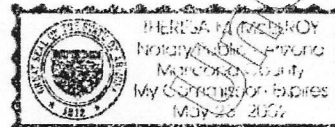
STATE OF ARIZONA)
) SS.
County of Maricopa)

On this 22nd day of December, 1999, before me, the undersigned Notary Public, personally appeared Ed Forst, known to me (or satisfactorily proven) to be the person whose name is above subscribed, who acknowledged to me that he is the President of Sun State Builders, an Arizona corporation, and that he executed the foregoing instrument in such capacity on behalf of said corporation, being so authorized to do, acting on behalf of and in its capacity as a Member of Chamberlain Development, L.L.C., an Arizona limited liability company.

Theresa M. McElroy
Notary Public

My Commission Expires:

May 23, 2002



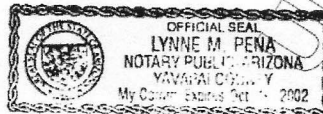
STATE OF ARIZONA)
)
County of Yavapai) SS.
County of Maricopa)

On this 13th day of January, 2000, /1999, before me, the undersigned Notary Public, personally appeared ROGER A. YEDINAK known to me (or satisfactorily proven) to be the person whose name is above subscribed, who acknowledged to me that (s)he is the Trust Officer of First American Title Insurance Agency of Yavapai, Inc., and that (s)he executed the foregoing instrument in such capacity on behalf of said company, being so authorized to do, acting in its capacity as Trustee under Trust 4331B.

Lynne M. Pena
Notary Public

My Commission Expires:

October 14, 2002



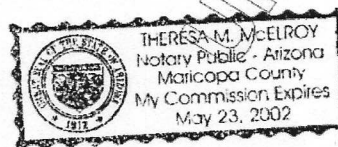
STATE OF ARIZONA)
)
County of Maricopa) ss.
County of Maricopa)

On this 22nd day of December, 1999, before me, the undersigned Notary Public, personally appeared Jim Chamberlain known to me (or satisfactorily proven) to be the person whose name is above subscribed, who acknowledged to me that (s)he is the President of The Foothills Property Owners' Association, Inc., an Arizona non-profit corporation, and that (s)he executed the foregoing instrument in such capacity on behalf of said corporation, being so authorized to do.

Theresa M. McElroy
Notary Public

My Commission Expires:

May 23, 2002





M • HAYWOOD • ASSOCIATES • INC
LAND SURVEYING • G.P.S. • LAND PLANNING

EASEMENT DESCRIPTION
LOTS 40, 41 & 42

An easement for ingress, egress, underground utilities, and emergency access over Lots 40, 41 and 42, in favor of same, THE FOOTHILLS, per the Amended Plat of The Foothills Phases 2 and 3, as recorded in Book 34, Pages 94, 95 and 96, on file in the office of the Yavapai County Recorder, Yavapai County, Arizona, more particularly described as follows:

Commencing at the north common corner of said Lots 40 and 41 on the south right-of-way of City Lights;

Thence, South $13^{\circ}55'51''$ East, 96.50 feet to a point on the line common to said Lots 40 and 41 and the **TRUE POINT OF BEGINNING**;

Thence, South $48^{\circ}58'45''$ East, 21.77 feet;

Thence, South $41^{\circ}45'26''$ East, 96.17 feet to a point on the south line of said Lot 42;

Thence, South $56^{\circ}21'12''$ East, 27.27 feet;

Thence, North $41^{\circ}45'26''$ West, 60.58 feet;

Thence, South $70^{\circ}27'16''$ West, 33.33 feet;

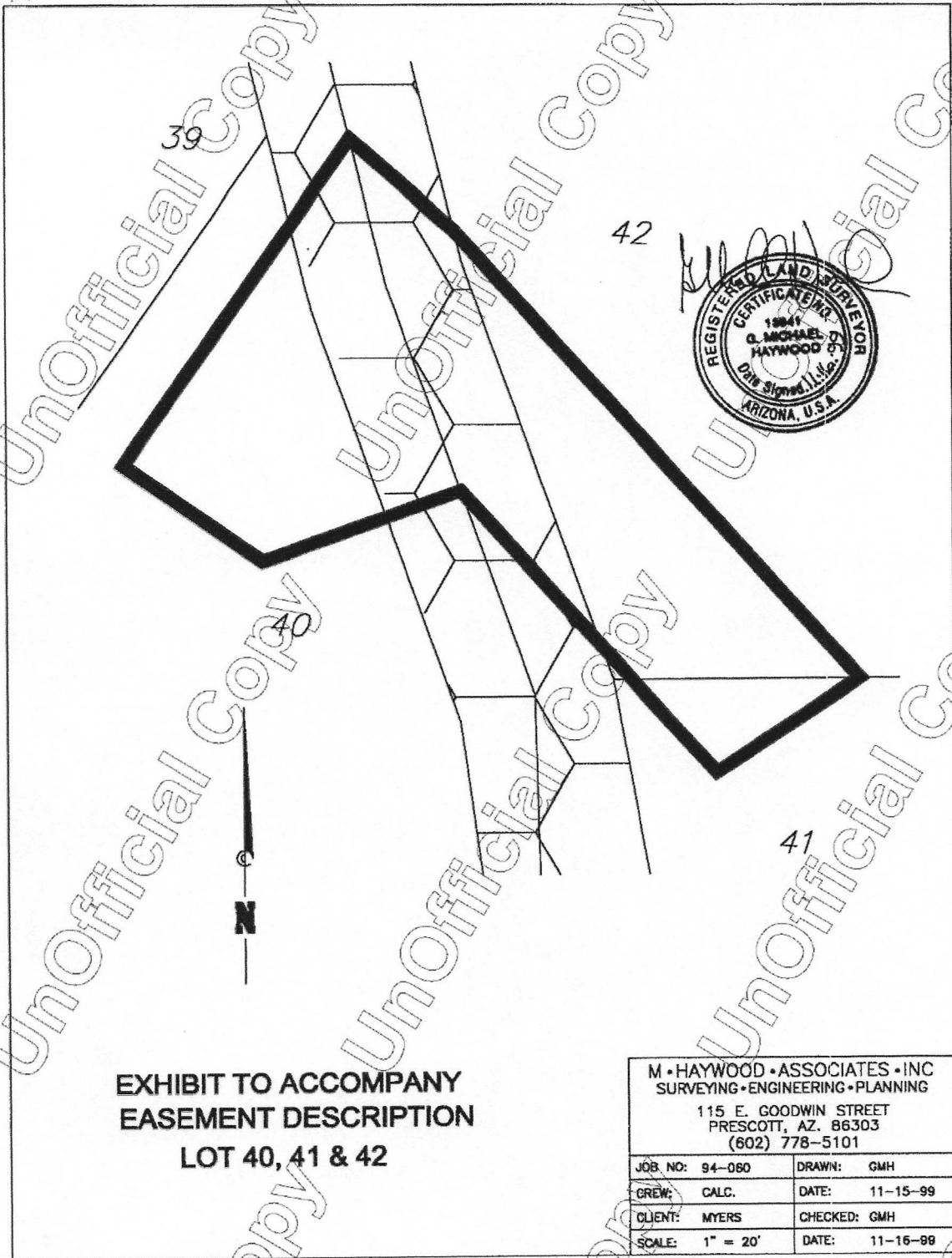
Thence, North $55^{\circ}01'41''$ West, 27.00 feet;

Thence, North $38^{\circ}58'19''$ East, 63.00 feet to the **TRUE POINT OF BEGINNING**.

94-060
11-16-99



115 E. GOODWIN STREET • PRESCOTT, AZ 86303 • (520) 778-5101
Member of the Aspenwood Consulting Group, LLC.



Please return recorded instrument to:

The Foothills Property Owners' Association
P. O. Box 12602
Prescott, AZ 86304

BK	FEE
MAP	34
PCL	\$5
	\$1

3023988 BK 3557 PG 503
Yavapai County
Patsy Jenney-Colon, Recorder
03/24/1998 11:14A PAGE 1 OF 1
FIRST AMERICAN TITLE INSURANCE CO.
RECORDING FEE 11.00
SURCHARGE 4.00
POSTAGE 1.00

DECLARATION OF EASEMENT

THIS DECLARATION OF EASEMENT ("Declaration") is made this 18th day of February, 1998, by CHAMBERLAIN DEVELOPMENT, L.L.C., an Arizona limited liability company ("Declarant"), and FIRST AMERICAN TITLE INSURANCE AGENCY OF YAVAPAI, INC., as Trustee under Trust No. 4331B ("Fee Title Holder"). THE FOOTHILLS PROPERTY OWNERS' ASSOCIATION, INC., an Arizona non-profit corporation (the "Association") joins in this Declaration for the purposes hereinafter specified.

WHEREAS, Declarant is the developer of certain real property known as The Foothills, Phases 2 and 3, as shown on an Amended Plat recorded in Book 34 of Maps and Plats, Pages 94-96, on file in the office of the Yavapai County Recorder, Yavapai County, Arizona (the "Property"); and

WHEREAS, Fee Title Holder is the owner of the Property under a trust for the benefit of Declarant; and

WHEREAS, Declarant desires to establish an easement for ingress, egress and public utilities over a portion of a lot in the Property for the benefit of certain other lots, all as more fully set forth herein;

NOW, THEREFORE, for the purposes above set forth, Declarant declares that the lots hereinafter described shall be held, transferred, sold, conveyed, leased, occupied and used subject to the following easements, covenants, conditions and restrictions:

1. Grant of Easement. Declarant hereby grants for the benefit of Lots 78, 81 and 83 of the Property a perpetual non-exclusive easement for purposes of ingress, egress and public utilities (the "Easement") over that portion of Lot 82 of the Property which is described on Exhibit "A" attached hereto (the "Easement Parcel"). No walls, fences or barriers of any kind shall be constructed or maintained on the Easement Parcel which would prevent or impair the use or exercise of the Easement granted herein.

LOT 78/81/83

DRIVE G

2. Maintenance. Declarant has or will install a paved driveway on the Easement Parcel for use by the owners of Lots 78, 81, 82 and 83 and their invitees. It is Declarant's intent that the Easement Parcel and the driveway shall be maintained and insured by the Association, and the Association is hereby granted a perpetual license to enter onto the easement Parcel for such purposes. By execution of this Declaration, the Association accepts responsibility for maintaining and insuring the Easement Parcel and the driveway in accordance with the standards established in the Declaration of Covenants, Conditions and Restrictions for The Foothills recorded on March 14, 1996, in Book 3171, Pages 494-537A, of the records of the Yavapai County Recorded, Yavapai County, Arizona. The license hereby granted to the Association may not be revoked so long as the Association is responsible for maintaining and insuring the Easement Parcel and driveway, and the Association may not be relieved of such responsibility without the express written consent of the owners of Lots 78, 81, 82 and 83.

3. Covenants Running with Land. The Easement hereby granted and the agreements herein contained shall be easements and covenants running with the land and shall inure to the benefit of, and be binding upon, Declarant and its successors and assigns, including without limitation all subsequent owners of the lots described herein.

4. Attorneys' Fees; Costs. Should any party employ an attorney or attorneys to enforce any of the provisions of this Declaration, or to protect its interest in any matter arising hereunder, or to recover damages for the breach hereof, the party not prevailing in any final judgment shall pay the other party all reasonable costs, charges and expenses, including attorneys' fees, expended or incurred in connection therewith, in addition to any and all other relief provided for by law or equity.

IN WITNESS WHEREOF, the undersigned have executed this Declaration as of the date first set forth above.

DECLARANT:

CHAMBERLAIN DEVELOPMENT,
L.L.C., an Arizona limited liability company

By [Signature]
Jim Chamberlain, Member

By [Signature]
Patsy L. Chamberlain, Member

FEE TITLE HOLDER:

FIRST AMERICAN TITLE INSURANCE
AGENCY OF YAVAPAI, INC., as Trustee
under Trust No. 4331B

By

Name: ROGER A. PEDINAK

Title: TRUST OFFICER

ASSOCIATION:

THE FOOTHILLS PROPERTY OWNERS'
ASSOCIATION, INC. an Arizona non-
profit corporation

By

Name: Jim Chamberlain

Title: President

LIEN HOLDER:

RATIFIED AND APPROVED
NATIONAL BANK OF ARIZONA

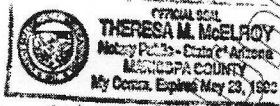
By

Name: Sandy Murphy

Title: Sr. Vice President

STATE OF ARIZONA)
) SS.
County of Maricopa)

On this 18 day of February, 1998, before me, the undersigned Notary Public, personally appeared Jim Chamberlain and Patsy L. Chamberlain, known to me (or satisfactorily proven) to be the persons whose names are above subscribed, who acknowledged to me that they are the Members of Chamberlain Development, L.L.C., an Arizona limited liability company, and that they executed the foregoing instrument in such capacity on behalf of said company, being so authorized to do.



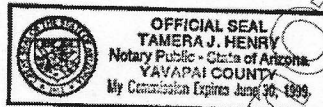
Theresa M. McElroy
Notary Public

My Commission Expires:

May 23, 1998

STATE OF ARIZONA)
) SS.
County of Yavapai)

On this 23rd day of March, 1998, before me, the undersigned Notary Public, personally appeared ROGER A. YEDINAK known to me (or satisfactorily proven) to be the person whose name is above subscribed, who acknowledged to me that (s)he is the Trust Officer of First American Title Insurance Agency of Yavapai, Inc., and that (s)he executed the foregoing instrument in such capacity on behalf of said company, being so authorized to do, acting in its capacity as Trustee under Trust 4331B.



Tamera J. Henry
Notary Public

My Commission Expires:

6-30-99

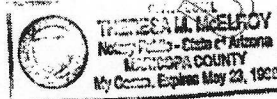
STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 19th day of March, 1998, before me, the undersigned Notary Public, personally appeared Jim Chamberlain known to me (or satisfactorily proven) to be the person whose name is above subscribed, who acknowledged to me that (s)he is the President of The Foothills Property Owners' Association, Inc., an Arizona non-profit corporation, and that (s)he executed the foregoing instrument in such capacity on behalf of said corporation, being so authorized to do.

Theresa M. McElroy
Notary Public

My Commission Expires:

May 23, 1998



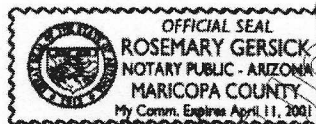
STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 24th day of February, 1998, before me, the undersigned Notary Public, personally appeared Sandy Murphy known to me (or satisfactorily proven) to be the person whose name is above subscribed, who acknowledged to me that (s)he is the Sr. Vice President of National Bank of Arizona, and that (s)he executed the foregoing instrument in such capacity on behalf of said company, being so authorized to do.

Rosemary Gersick
Notary Public

My Commission Expires:

4/11/2001





M • HAYWOOD • ASSOCIATES • INC
LAND SURVEYING • CIVIL ENGINEERING • LAND PLANNING
EASEMENT

DRIVEWAY
Serving Lot 78
Over Lot 82

An easement for the purpose of ingress, egress and all public utilities, located over a portion of Lot 82 of an Amended Plat of PHASES 2 AND 3 OF THE FOOTHILLS, as recorded in Book 34 of Maps and Plats, Pages 94-96 on file in the office of the Yavapai County Recorder, Yavapai County, Arizona, being over a portion of the South half of Section 3, Township 13 North, Range 2 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, said easement being more particularly described as follows:

BEGINNING at the Northwest corner of said Lot 82, and the South right-of-way of Devereaux Drive;

Thence, South $87^{\circ}39'55''$ East, along said right-of-way, a distance of 30.00 feet, said point being the corner common to said Lot 82, and Lot 83 of said Map;

Thence, South $02^{\circ}25'41''$ West, along said common line, a distance of 140.00 feet, said point being the Southwest corner of said Lot 83;

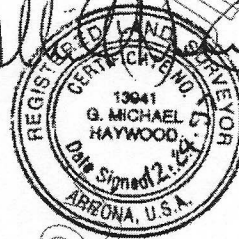
Thence, South $32^{\circ}16'42''$ West, 33.32 feet, said point being on the line common to said Lot 82 and Lot 78 of said Map;

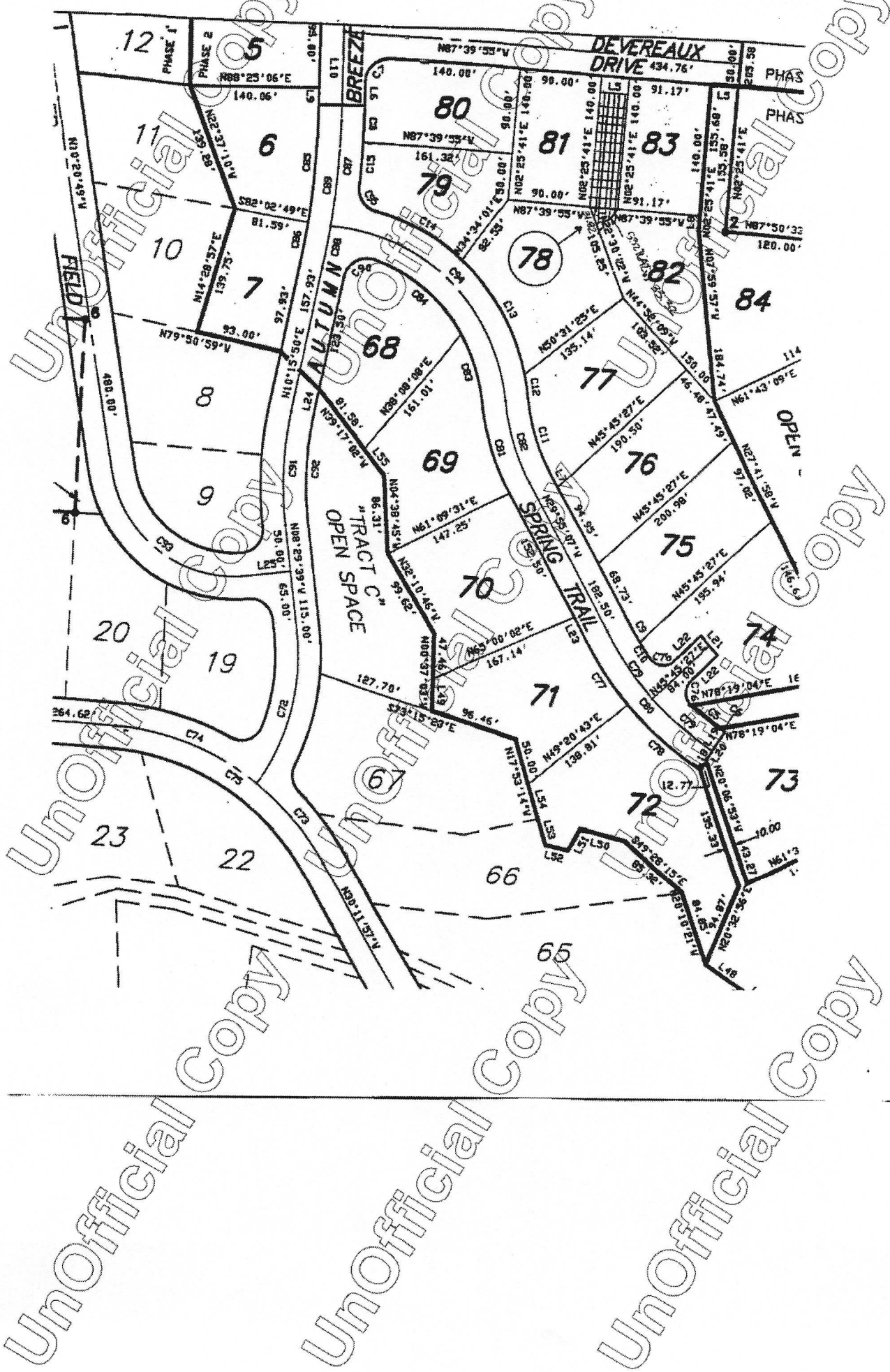
Thence, North $22^{\circ}30'22''$ West, along said common line, a distance of 31.82 feet, said point being the corner common to said Lots 82, 78 and Lot 81 of said Map;

Thence, North $02^{\circ}25'41''$ East, along the line common to said Lots 82 and 81, a distance of 140.00 feet, said point being the **TRUE POINT OF BEGINNING**.

Containing 4633 square feet, more or less.

94060
LOT78-2.LGL
11-13-97







M • HAYWOOD • ASSOCIATES • INC
LAND SURVEYING • CIVIL ENGINEERING • LAND PLANNING

EASEMENT

DRIVEWAY
Serving Lot 81
Over Lot 82

An easement for the purpose of ingress, egress and all public utilities, located over a portion of Lot 82 of an Amended Plot of PHASES 2 AND 3 OF THE FOOTHILLS, as recorded in Book 34 of Maps and Plats, Pages 94-96 on file in the office of the Yavapai County Recorder, Yavapai County, Arizona, being over a portion of the South half of Section 3, Township 13 North, Range 2 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, said easement being more particularly described as follows:

BEGINNING at the Northwest corner of said Lot 82, and the South right-of-way of Devereaux Drive;

Thence, South $87^{\circ}39'55''$ East, along said right-of-way, a distance of 30.00 feet, said point being the corner common to said Lot 82, and Lot 83 of said Map;

Thence, South $02^{\circ}25'41''$ West, along said common line, a distance of 140.00 feet, said point being the Southwest corner of said Lot 83;

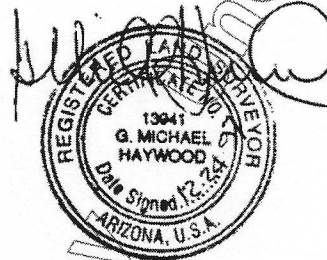
Thence, South $32^{\circ}16'42''$ West, 33.32 feet, said point being on the line common to said Lot 82 and Lot 78 of said Map;

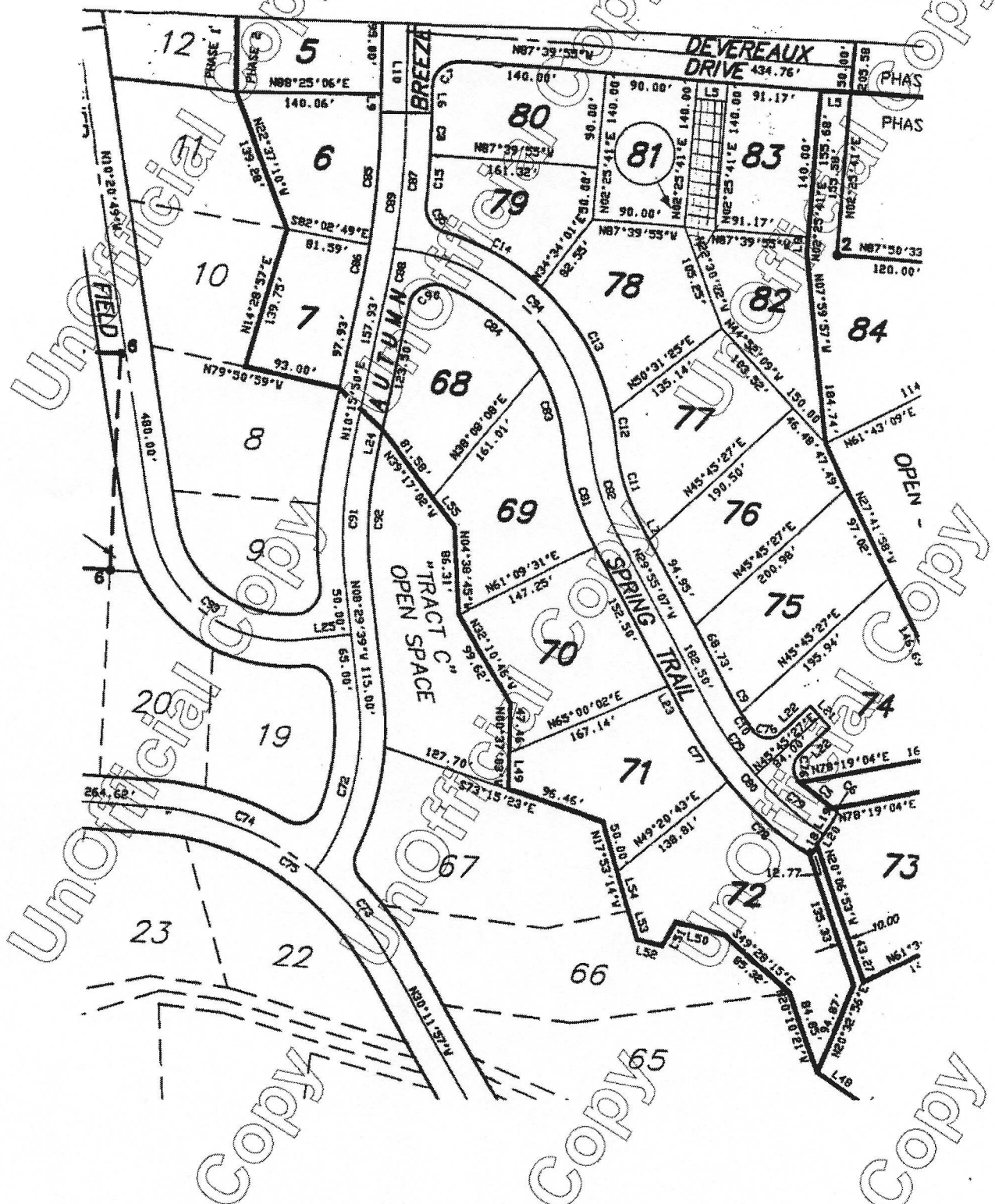
Thence, North $22^{\circ}30'22''$ West, along said common line, a distance of 31.82 feet, said point being the corner common to said Lots 82, 78 and Lot 81 of said Map;

Thence, North $02^{\circ}25'41''$ East, along the line common to said Lots 82 and 81, a distance of 140.00 feet, said point being the **TRUE POINT OF BEGINNING**.

Containing 4633 square feet, more or less.

94060
LOT81.LGL
11-13-97







M • HAYWOOD • ASSOCIATES • INC
LAND SURVEYING • CIVIL ENGINEERING • LAND PLANNING
EASEMENT

DRIVEWAY
Serving Lot 83
Over Lot 82

An easement for the purpose of ingress, egress and all public utilities, located over a portion of Lot 82 of an Amended Plat of PHASES 2 AND 3 OF THE FOOTHILLS, as recorded in Book 34 of Maps and Plats, Pages 94-96 on file in the office of the Yavapai County Recorder, Yavapai County, Arizona, being over a portion of the South half of Section 3, Township 13 North, Range 2 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, said easement being more particularly described as follows:

BEGINNING at the Northwest corner of said Lot 82, and the South right-of-way of Devereaux Drive;

Thence, South $87^{\circ}39'55''$ East, along said right-of-way, a distance of 30.00 feet, said point being the corner common to said Lot 82, and Lot 83 of said Map;

Thence, South $02^{\circ}25'41''$ West, along said common line, a distance of 140.00 feet, said point being the Southwest corner of said Lot 83;

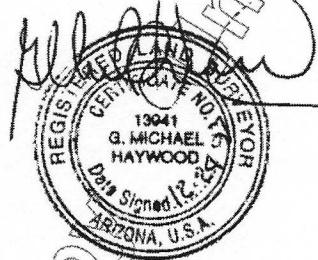
Thence, South $32^{\circ}16'42''$ West, 33.32 feet, said point being on the line common to said Lot 82 and Lot 78 of said Map;

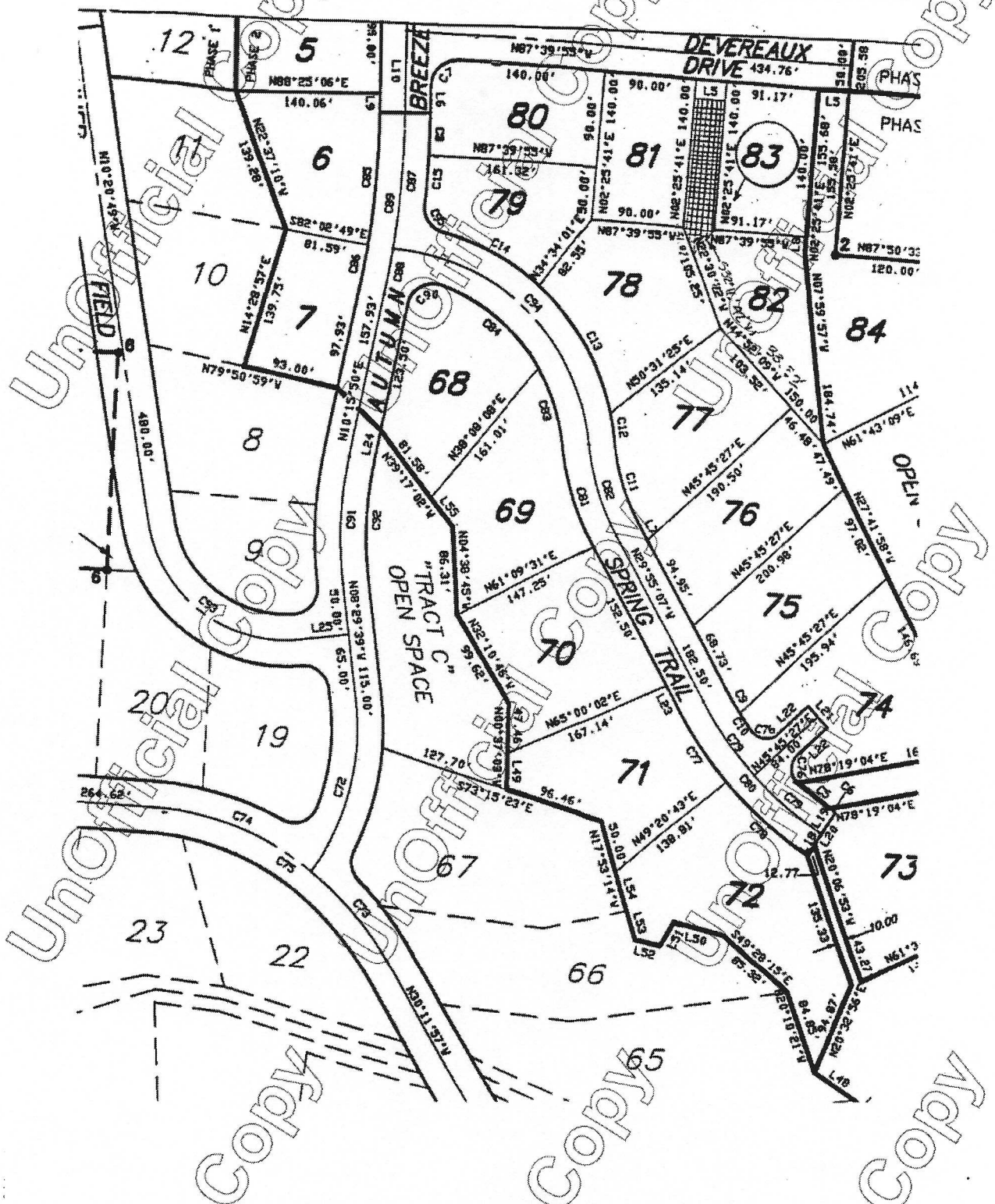
Thence, North $22^{\circ}30'22''$ West, along said common line, a distance of 31.82 feet, said point being the corner common to said Lots 82, 78 and Lot 81 of said Map;

Thence, North $02^{\circ}25'41''$ East, along the line common to said Lots 82 and 81, a distance of 140.00 feet, said point being the **TRUE POINT OF BEGINNING**.

Containing 4633 square feet, more or less.

94060
LOT83-2.LGL
11-13-97





Please return recorded instrument to:

The Foothills Property Owners' Association
P. O. Box 12602
Prescott, AZ 86304

BK	FEE
MAP	\$4
PCL	\$5
	\$1
\$	

3023989 BK 3557 PG 504
Yavapai County
Patsy Jenney-Colon, Recorder
03/24/1998 11:14A PAGE 1 OF 3
FIRST AMERICAN TITLE INSURANCE CO.
RECORDING FEE 9.00
SURCHARGE 4.00
POSTAGE 1.00

DECLARATION OF EASEMENT

THIS DECLARATION OF EASEMENT ("Declaration") is made this 18th day of February, 1998, by CHAMBERLAIN DEVELOPMENT, L.L.C., an Arizona limited liability company ("Declarant"), and FIRST AMERICAN TITLE INSURANCE AGENCY OF YAVAPAI, INC., as Trustee under Trust No. 4331B ("Fee Title Holder"). THE FOOTHILLS PROPERTY OWNERS' ASSOCIATION, INC., an Arizona non-profit corporation (the "Association") joins in this Declaration for the purposes hereinafter specified.

WHEREAS, Declarant is the developer of certain real property known as The Foothills, Phases 2 and 3, as shown on an Amended Plat recorded in Book 34 of Maps and Plats, Pages 94-96, on file in the office of the Yavapai County Recorder, Yavapai County, Arizona (the "Property"); and

WHEREAS, Fee Title Holder is the owner of the Property under a trust for the benefit of Declarant; and

WHEREAS, Declarant desires to establish an easement for ingress, egress and public utilities over a portion of a lot in the Property for the benefit of certain other lots, all as more fully set forth herein;

NOW, THEREFORE, for the purposes above set forth, Declarant declares that the lots hereinafter described shall be held, transferred, sold, conveyed, leased, occupied and used subject to the following easements, covenants, conditions and restrictions:

1. Grant of Easement. Declarant hereby grants for the benefit of Lots 82 and 83 of the Property a perpetual non-exclusive easement for purposes of ingress, egress and public utilities (the "Easement") over that portion of Lot 84 of the Property which is described on Exhibit "A" attached hereto (the "Easement Parcel"). No walls, fences or barriers of any kind shall be constructed or maintained on the Easement Parcel which would prevent or impair the use or exercise of the Easement granted herein.

Lt 82/83/84 DRIVE H

2. Maintenance. Declarant has or will install a paved driveway on the Easement Parcel for use by the owners of Lots 82, 83 and 84 and their invitees. It is Declarant's intent that the Easement Parcel and the driveway shall be maintained and insured by the Association, and the Association is hereby granted a perpetual license to enter onto the easement Parcel for such purposes. By execution of this Declaration, the Association accepts responsibility for maintaining and insuring the Easement Parcel and the driveway in accordance with the standards established in the Declaration of Covenants, Conditions and Restrictions for The Foothills recorded on March 14, 1996, in Book 3171, Pages 494-537A, of the records of the Yavapai County Recorded, Yavapai County, Arizona. The license hereby granted to the Association may not be revoked so long as the Association is responsible for maintaining and insuring the Easement Parcel and driveway, and the Association may not be relieved of such responsibility without the express written consent of the owners of Lots 82, 83 and 84.

3. Covenants Running with Land. The Easement hereby granted and the agreements herein contained shall be easements and covenants running with the land and shall inure to the benefit of, and be binding upon, Declarant and its successors and assigns, including without limitation all subsequent owners of the lots described herein.

4. Attorneys' Fees: Costs. Should any party employ an attorney or attorneys to enforce any of the provisions of this Declaration, or to protect its interest in any matter arising hereunder, or to recover damages for the breach hereof, the party not prevailing in any final judgment shall pay the other party all reasonable costs, charges and expenses, including attorneys' fees, expended or incurred in connection therewith, in addition to any and all other relief provided for by law or equity.

IN WITNESS WHEREOF, the undersigned have executed this Declaration as of the date first set forth above.

DECLARANT:

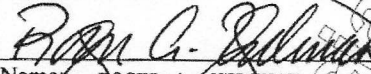
CHAMBERLAIN DEVELOPMENT,
L.L.C., an Arizona limited liability company

By [Signature]
Jim Chamberlain, Member

By [Signature]
Patsy L. Chamberlain, Member

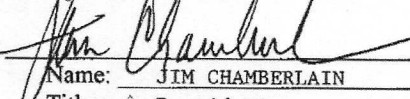
FEE TITLE HOLDER:

FIRST AMERICAN TITLE INSURANCE
AGENCY OF YAVAPAI, INC., as Trustee
under Trust No. 4331B

By 
Name: ROGER A. YEDNAK
Title: TRUST OFFICER

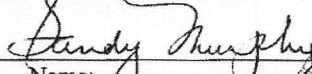
ASSOCIATION:

THE FOOTHILLS PROPERTY OWNERS'
ASSOCIATION, INC. an Arizona non-
profit corporation

By 
Name: JIM CHAMBERLAIN
Title: President

LIEN HOLDER:

RATIFIED AND APPROVED
NATIONAL BANK OF ARIZONA

By 
Name: Sandy Murphy
Title: Sr. Vice President

STATE OF ARIZONA)
) SS.
County of Maricopa)

On this 18th day of February, 1998, before me, the undersigned Notary Public, personally appeared Jim Chamberlain and Patsy L. Chamberlain, known to me (or satisfactorily proven) to be the persons whose names are above subscribed, who acknowledged to me that they are the Members of Chamberlain Development, L.L.C., an Arizona limited liability company, and that they executed the foregoing instrument in such capacity on behalf of said company, being so authorized to do.

Theresa M. McElroy
Notary Public

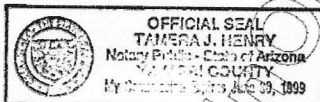
My Commission Expires:

May 23, 1998



STATE OF ARIZONA)
) SS.
County of Yavapai)

On this 23rd day of March, 1998, before me, the undersigned Notary Public, personally appeared ROGER A. YEDINAK known to me (or satisfactorily proven) to be the person whose name is above subscribed, who acknowledged to me that (s)he is the Trust Officer of First American Title Insurance Agency of Yavapai, Inc., and that (s)he executed the foregoing instrument in such capacity on behalf of said company, being so authorized to do, acting in its capacity as Trustee under Trust 4331B.



Tamara J. Henry
Notary Public

My Commission Expires:

6-30-99

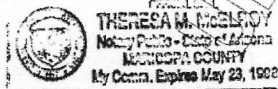
STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 19th day of March, 1998, before me, the undersigned Notary Public, personally appeared Jim Chamberlain known to me (or satisfactorily proven) to be the person whose name is above subscribed, who acknowledged to me that (s)he is the President of The Foothills Property Owners' Association, Inc., an Arizona non-profit corporation, and that (s)he executed the foregoing instrument in such capacity on behalf of said corporation, being so authorized to do.

Theresa M. McElroy
Notary Public

My Commission Expires:

May 23, 1998



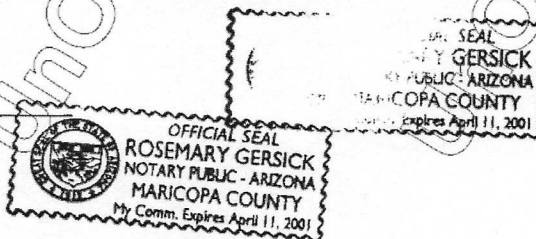
STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 24th day of February, 1998, before me, the undersigned Notary Public, personally appeared Sandy Murphy known to me (or satisfactorily proven) to be the person whose name is above subscribed, who acknowledged to me that (s)he is the SP. Vice President of National Bank of Arizona, and that (s)he executed the foregoing instrument in such capacity on behalf of said company, being so authorized to do.

Rosemary Gersick
Notary Public

My Commission Expires:

4/11/2001





M • HAYWOOD • ASSOCIATES • INC
LAND SURVEYING • CIVIL ENGINEERING • LAND PLANNING
EASEMENT

DRIVEWAY
Serving Lot 82
Over Lot 84

An easement for the purpose of ingress, egress and all public utilities, located over a portion of Lot 84 of an Amended Plat of PHASES 2 AND 3 OF THE FOOTHILLS, as recorded in Book 34 of Maps and Plats, Pages 94-96 on file in the office of the Yavapai County Recorder, Yavapai County, Arizona, being over a portion of the South half of Section 3, Township 13 North, Range 2 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, said easement being more particularly described as follows:

BEGINNING at the Northwest corner of said Lot 84 and the South right-of-way of Devereaux Drive;

Thence, South 87°39'55" East, along said right-of-way, a distance of 30.00 feet, said point being the Northeast corner of said Lot 84;

Thence, South 02°25'41" West, 155.58 feet;

Thence, South 07°55'18" West, 35.16 feet;

Thence, North 84°48'18" West, 20.43 feet, said point being on the West line of said Lot 84;

Thence, North 07°59'57" West, along said West line, a distance of 34.44 feet, said point being the corner common to said Lot 84 and an angle point of the East line of Lot 82 of said Map;

*Thence, North 02°25'41" East, along the most Westerly line of said Lot 84, a distance of 155.68 feet, said point being the **TRUE POINT OF BEGINNING**.*

Containing 5536 square feet, more or less.

94060
LOT82.LGL
11-13-97





M • HAYWOOD • ASSOCIATES • INC
LAND SURVEYING • CIVIL ENGINEERING • LAND PLANNING
EASEMENT

DRIVEWAY
Serving Lot 83
Over Lot 84

An easement for the purpose of ingress, egress and all public utilities, located over a portion of Lot 84 of an Amended Plat of PHASES 2 AND 3 OF THE FOOTHILLS, as recorded in Book 34 of Maps and Plats, Pages 94-96 on file in the office of the Yavapai County Recorder, Yavapai County, Arizona, being over a portion of the South half of Section 3, Township 13 North, Range 2 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, said easement being more particularly described as follows:

BEGINNING at the Northwest corner of said Lot 84 and the South right-of-way of Devereaux Drive;

Thence, South $87^{\circ}39'55''$ East, along said right-of-way, a distance of 30.00 feet, said point being the Northeast corner of said Lot 84;

Thence, South $02^{\circ}25'41''$ West, 155.58 feet;

Thence, South $07^{\circ}55'18''$ West, 35.16 feet;

Thence, North $84^{\circ}48'18''$ West, 20.43 feet, said point being on the West line of said Lot 84;

Thence, North $07^{\circ}59'57''$ West, along said West line, a distance of 34.44 feet, said point being the corner common to said Lot 84 and an angle point of the East line of Lot 82 of said Map;

Thence, North $02^{\circ}25'41''$ East, along the most Westerly line of said Lot 84, a distance of 155.68 feet, said point being the **TRUE POINT OF BEGINNING**.

Containing 5536 square feet, more or less.

94060
LOT83-1.LGL
11-13-97

