



CODE	DIST.	BEARING	CODE	DIST.	BEARING
1	102.80'	S. 47° 41' E.	22	60.14'	S. 64° 11' E.
2	200.00'	S. 00° 00' E.	23	83.81'	S. 43° 20' E.
3	202.70'	N. 75° 21' E.	24	22.12'	S. 33° 30' E.
4	14.12'	S. 69° 22' E.	25	34.84'	S. 0° 00' E.
5	104.80'	S. 14° 27' E.	26	81.40'	S. 1° 07' W.
6	18.22'	S. 62° 10' E.	27	87.00'	S. 10° 00' E.
7	0.27'	S. 00° 25' 30" E.	28	81.10'	S. 0° 00' E.
8	0.27'	N. 04° 11' E.	29	84.41'	S. 2° 24' W.
9	70.45'	N. 37° 00' E.	30	91.31'	S. 42° 17' W.
10	0.67'	N. 81° 03' 30" E.	31	115.70'	S. 1° 0' E.
11	0.70'	S. 20° 41' E.	32	101.70'	S. 1° 50' W.
12	116.00'	S. 20° 40' E.	33	102.60'	S. 22° 52' W.
13	18.77'	N. 02° 55' 30" E.	34	86.00'	S. 40° 21' W.
14	101.42'	S. 12° 52' W.	35	50.77'	"
15	10.20'	S. 12° 42' W.	36	75.80'	S. 22° 54' W.
16	20.80'	S. 20° 30' W.	37	140.20'	S. 02° 15' W.
17	70.60'	N. 14° 24' E.	38	182.20'	S. 00° 00' W.
18	102.80'	N. 20° 40' E.	39	45.22'	S. 0° 18' E.
19	80.40'	N. 20° 00' 30" E.	40	63.84'	S. 4° 21' E.
20	42.81'	N. 31° 15' W.	41	100.22'	S. 2° 32' 30" W.
21	70.70'	S. 74° 42' E.	42	200.00'	N. 10° 00' 30" E.

State of Arizona }  
 County of Gila }  
 Know All Men By These Presents:  
 That the Lane Title Trust Company, an Arizona Corporation, as Trustee has authorized under the name of COLCORD MOUNTAIN HOMESITES, that portion of Homestead Entry Survey Number 212, situated within portions of Sections 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 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994, 995, 996, 997, 998, 999, 1000.

In witness whereof the Lane Title Trust Company, as Trustee, has caused its corporate name to be signed and its corporate seal to be affixed by the undersigned officers thereunto duly authorized this 27th day of August, 1961.

LANE TITLE TRUST COMPANY, AS TRUSTEE  
 By: *[Signature]* Vice President  
 Trust: *[Signature]* Trust Secretary

State of Arizona  
 County of Gila  
 On this, the 27th day of August, 1961, before me the undersigned officers personally appeared *[Signatures]* who acknowledged themselves to be Vice President and Assistant Secretary, respectively of the Lane Title Trust Company a corporation and that they as such officers respectively 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 themselves as such officers respectively.  
 In witness whereof I have set my hand and official seal this 27th day of August, 1961.  
 My Commission expires *[Date]*

I certify that the survey and subdivision of the above described premises was made under my direction during the month of May, 1961.  
*[Signature]*  
 Harry R. Smith, P.M.  
 Registered Professional Engineer  
 U.S. Mineral Land Surveyor

**COLCORD MOUNTAIN HOMESITES**  
 A PARTIAL SUBDIVISION  
 OF  
 HOMESTEAD ENTRY SURVEY NO. 212  
 SITUATE IN  
 SECS. 25, 26 & 34, T10 N., R14E, S. 4 R. 2 E.,  
 GILA COUNTY ARIZONA  
 SCALE = 1" = 50'



DECLARATION OF RESTRICTIONS

BOOKET 115 PAGE 322

KNOW ALL MEN BY THESE PRESENTS:

That LANE TITLE & TRUST COMPANY, an Arizona corporation, as Trustee, being the owner of all of the following described premises, situate within the County of Gila, State of Arizona, to-wit:

Lots Sixty-two (62) to One Hundred Eleven (111), inclusive, COLCORD MOUNTAIN HOMESITES, according to the plat of record in the office of the County Recorder of Gila County, Arizona, in Map file No. 239, EXCEPTING Lot Ninety-four (94);

and desiring to establish the nature of the use and enjoyment thereof, does hereby declare said premises subject to the following express covenants, stipulations, and restrictions as to the use and enjoyment thereof, all of which are to be construed as restrictive covenants running with the title to said premises and with each and every part and parcel thereof, to-wit:

1. All of said lots in COLCORD MOUNTAIN HOMESITES shall be known and described as residential lots.
2. No structure whatever, other than one private, single-family dwelling together with a private garage, a guest house, and servant quarters, shall be erected, placed or permitted to remain on any of the lots; provided, however, that no facilities for the preparation of food shall be provided or permitted in any guest house or servants' quarters to be erected on said premises. The main dwelling to contain not less than 500 square feet of ground floor living area.
3. No store, office or other place of business of any kind, and no hospital, sanatorium, or other place for the care or treatment of the sick or disabled, physically or mentally, nor any theater, saloon or other place of entertainment, or any church, shall ever be erected or permitted upon any of the lots, or any part thereof, and no business of any kind or character whatever shall be conducted in or from any residence on the lots.
4. No lot shall be resubdivided into smaller lots nor conveyed or encumbered in less than the full original dimension of the lot, as shown by the plat of COLCORD MOUNTAIN HOMESITES, except for public utilities.
5. No buildings shall be erected or maintained, except those which harmonize in design, building materials, and outside color with the natural forest setting.
6. No building, fence, wall or other structure shall be commenced, erected or maintained, until the plans and specifications and plot plan, showing the nature, kind, shape, height, materials, floor plans, exterior color scheme, location and approximate cost of such structure and the grading of the lot to be built upon, including location, size and design of sewage disposal unit, shall have been submitted to and approved by the Architectural Control Committee, hereinafter described, and a copy thereof, as finally approved, lodged permanently with said Committee. The Committee shall have the right to refuse to approve any such plans or specifications or grading plan, which are not suitable or desirable, in its opinion, for aesthetic or other reasons, and in so passing upon such plans, specifications and grading plans, it shall have the right to take into consideration the suitability of the proposed building or other structure, and of the materials of which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure as planned, on the outlook from the adjacent or neighboring property. All subsequent additions to or changes or alterations in any building, fence, wall or other structure, including exterior color scheme, shall be subject to the prior approval of the Architectural Control Committee. All decisions of the Committee shall be final, and no lot owner or other parties shall have recourse against the Committee for its decisions.

The Architectural Control Committee shall be composed originally of three members selected by the Board of Directors of Colcord Mountain Homesites. Any one member of this committee is empowered to approve or reject building plans and or specifications. The members of the Committee shall not be entitled to any compensation for services performed under this covenant. When fifty-one percent (51%) of the lots have been sold, the then record owners of a majority of the lots shall have the power, through a duly recorded instrument, to change the membership of the Committee.

PURSUANT TO SEC. 804 (G), TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968, 42 USC 3691, ET SEQ. RESTRICTIONS HEREIN, IF ANY, BASED ON RACE, COLOR, RELIGION OR NATIONAL ORIGIN ARE DELETED OR OMITTED.

7. An entire lot, together with the improvements thereon, may be rented by the owner to a single family but not otherwise.

8. No poultry, livestock, or other animals, other than saddle horses and the usual household pets, shall be permitted on any lot.

9. All dwellings upon which construction has started shall be completed promptly.

10. With the exception of one "For Rent" or "For Sale" sign (which shall not exceed 18 x 24 inches in size), no advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any lot; nor shall the lots be used in any way or for the any purpose which may endanger the health or unreasonably disturb the holder of any other lot.

11. No elevated tanks of any kind shall be erected, placed or permitted upon any lot. Any tanks for use in connection with any residence on the lots, including tanks for storage of gas, fuel, oil, gasoline or oil, must be buried or kept screened by adequate planting or fence work, which planting or fence work must first be approved by the Committee, to conceal them from neighboring lots and streets.

12. All rubbish, trash or garbage shall be removed from the lots and shall not be allowed to accumulate thereon.

13. No outside toilets or open plumbing shall be permitted or maintained on any of the lots. All plumbing shall be connected to a septic tank or other system which complies with the health laws of the State of Arizona.

14. The aforesaid provisions, restrictions and covenants, and each and all thereof, shall run with the land and every part thereof, and shall be binding on all the parties and all persons claiming under them until January 1, 1971, after which time they shall be automatically extended for a period of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change the same in whole or in part.

Failure to enforce any of these restrictions, rights, reservations, limitations, covenants and conditions contained herein shall not, in any event be construed or held to be a waiver thereof or consent to any further or succeeding breach or violation. Upon the breach or threatened breach of any of said covenants or restrictions, anyone owning or having an interest in Colorado Mountain Homesites may bring an appropriate action in the proper Court to enjoin or restrain said violation, or to compel compliance with the said covenants or restrictions herein contained, or to collect damages or other dues on account thereof.

Invalidation of any one of these restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, LANE TITLE & TRUST COMPANY, 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 signatures of its duly authorized officers this 5th day of May, 1960.

LANE TITLE & TRUST COMPANY, as Trustee

By

*[Signature]*  
Vice President

ATTEST:

*[Signature]*  
Assistant Secretary

County of Maricopa) ss.

On this, the 27 day of May, 1960, before me, the undersigned officer, personally appeared W. J. Williams and E. R. Denton, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of LANE TITLE & TRUST COMPANY, an Arizona corporation, and that, as such officers respectively, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation, as Trustee, by themselves as such officers, respectively.



IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

L. W. Haynes  
Notary Public

My Commission Expires, May 26, 1962

STATE OF ARIZONA, County of Gila, ss: I do hereby certify that the within instrument was filed and recorded at request of LANE TITLE & TRUST CO.

Date June 1st, 1960 Time 3:50 A.M. Docket 115 Official Records Page 322  
Records of Gila County, Arizona.

WITNESS my hand and official seal the day and year first above written.

EFFIE KINSMAN, County Recorder.

243942

By Elizabeth Kinsman Deputy.

PUBLIC ROAD EASEMENT

THIS EASEMENT, dated this 2nd day of October, 1987, from the UNITED STATES OF AMERICA, acting by and through the Forest Service, Department of Agriculture, hereinafter called Grantor, to the Gila County Board of Supervisors, hereinafter called Grantee.

WITNESSETH:

WHEREAS, the Grantee has applied for a grant of an easement under the Act of October 13, 1964 (78 Stat. 1089, 16 U.S.C. 532-538), for a road over certain lands or assignable easements owned by the United States in the County of Gila, State of Arizona, and administered by the Forest Service, Department of Agriculture.

NOW THEREFORE, Grantor does hereby grant to Grantee an easement for a public road and highway along and across a strip of land 50 feet on each side of the centerline hereinafter defined as the right-of-way over and across lands in the County of Gila, State of Arizona, as described in the plat entitled, "Plat of the Right of Way Survey Road No. 115A, Tonto National Forest, T. 10 $\frac{1}{2}$  and 11 N., R. 13 and 14 E., Gila and Salt River Meridian, Gila County, Arizona," hereby made a part hereof. The plat has been recorded in the Gila County records found at "Road 115A, Record of Survey #242."

The word "right-of-way" when used herein means said strip of land whether or not there is an existing road or highway located thereon. Except where it is defined more specifically, the word "highway" shall mean roads or highways now existing or hereafter constructed on the right-of-way or any segment of such roads or highways.

This grant is made subject to the following terms, provisions, and conditions:

1. Outstanding valid claims, if any, existing on the date of this grant.
2. The easement herein granted is limited to use of the described right-of-way for the purpose of construction, operation, and maintenance of a highway and does not include the grant of any rights for nonhighway purposes or facilities; Provided, That the Forest Service shall not exercise its right to use or authorize the use of any portion of the right-of-way for nonhighway purposes when such use would interfere with the free flow of traffic or impair the full use and safety of the highway; and Provided further, That nothing herein shall preclude the Forest Service from locating National Forest and other Department of Agriculture information signs on the portions of the right-of-way outside of construction limits.

3. Any reconstruction of the highway situated on this right-of-way shall conform with plans, specifications, and written stipulations, approved by the Forest Supervisor, or authorized representative prior to beginning such reconstruction.
4. Consistent with highway safety standards, the Grantee shall:
  - (a) Protect and preserve soil and vegetative cover and scenic and esthetic values on the right-of-way outside of construction limits.
  - (b) Provide for the prevention and control of soil erosion within the right-of-way and adjacent lands that might be affected by the construction, operation, or maintenance of the highway, and shall vegetate and keep vegetated with suitable species all earth cut or fill slopes feasible for revegetation or other areas on which ground cover is destroyed. The Grantee shall perform these activities where it is deemed necessary during a joint review between the authorized Forest Officer and Grantee prior to completion of the highway. The Grantee also shall maintain all terracing, water bars, leadoff ditches, or other preventive works that may be necessary to accomplish this objective. This provision also shall apply to waste disposal areas and slopes that are reshaped following slides that occur during or after construction.
5. The Grantee shall:

Establish no borrow, sand, or gravel pits; stone quarry; permanent storage areas; sites for highway-operation and maintenance facilities; camps; supply depots; or disposal areas within the right-of-way, unless shown on approved construction plans, without first obtaining approval of the authorized Forest Officer.
6. The Grantee shall maintain the right-of-way clearing by means of chemicals only after the Forest Supervisor has given specific written approval. Application for such approval must be in writing and must specify the time, method, chemicals, and the exact portion of the right-of-way to be chemically treated.