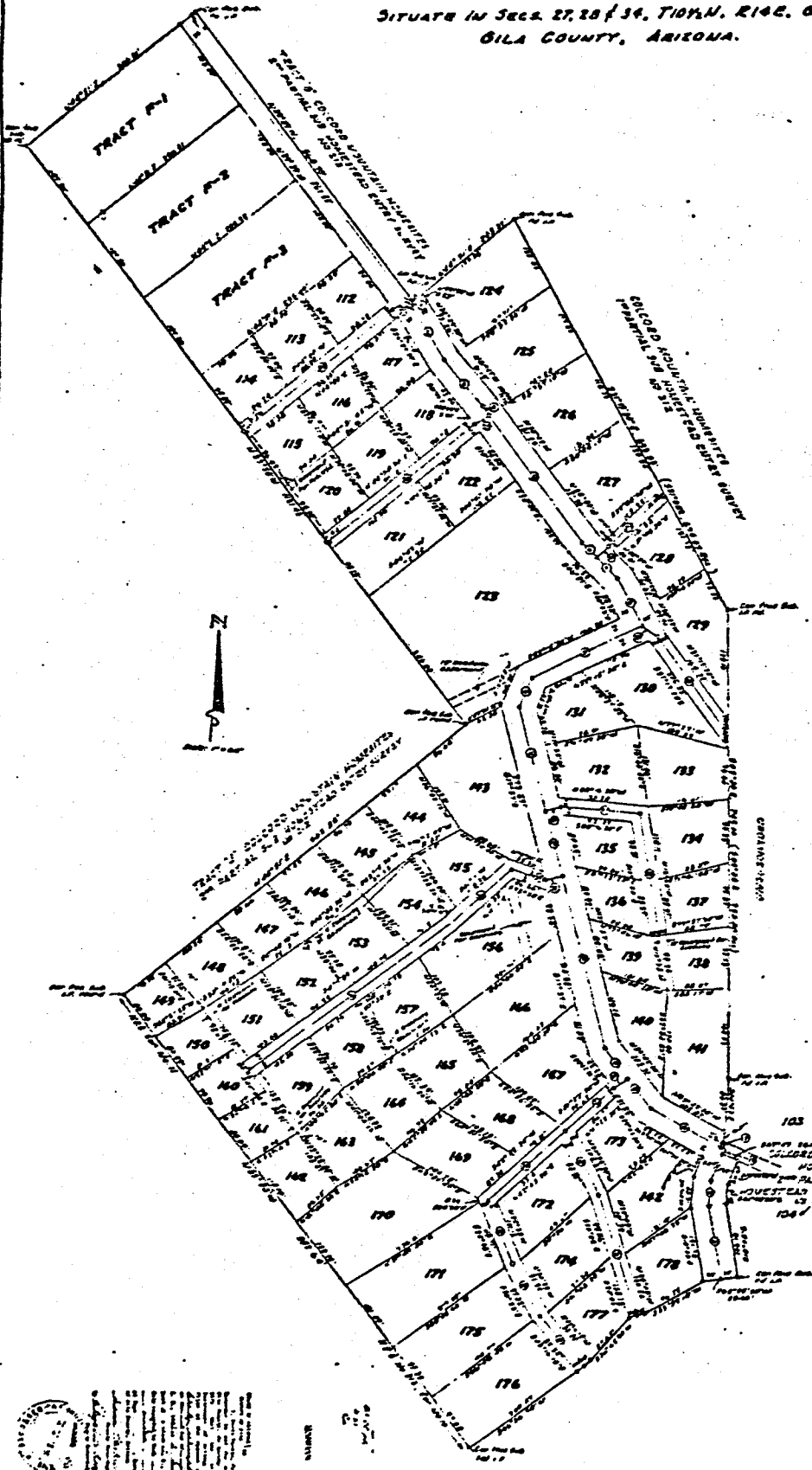


COLCORD MOUNTAIN HOMESITES UNIT THREE

A PARTIAL SUBDIVISION OF HOMESTEAD ENTRY SURVEY No. 212
SITUATE IN SECS. 27, 28 & 29, T.10N. R.12E. Q.F.S.R. & I.M.,
GILA COUNTY, ARIZONA.



DEDICATION

That the land in these surveys...
[Detailed text of the dedication section, including names and legal descriptions.]

ACKNOWLEDGEMENT

That I, the Surveyor...
[Detailed text of the acknowledgment section.]

CERTIFICATION

I certify that the survey and subdivision of the above described...
[Detailed text of the certification section.]

CODE	READING	DISTANCE
1	123456	100.00
2	123457	100.00
3	123458	100.00
4	123459	100.00
5	123460	100.00
6	123461	100.00
7	123462	100.00
8	123463	100.00
9	123464	100.00
10	123465	100.00
11	123466	100.00
12	123467	100.00
13	123468	100.00
14	123469	100.00
15	123470	100.00
16	123471	100.00
17	123472	100.00
18	123473	100.00
19	123474	100.00
20	123475	100.00
21	123476	100.00
22	123477	100.00
23	123478	100.00
24	123479	100.00
25	123480	100.00
26	123481	100.00
27	123482	100.00
28	123483	100.00
29	123484	100.00
30	123485	100.00
31	123486	100.00
32	123487	100.00
33	123488	100.00
34	123489	100.00
35	123490	100.00
36	123491	100.00
37	123492	100.00
38	123493	100.00
39	123494	100.00
40	123495	100.00
41	123496	100.00
42	123497	100.00
43	123498	100.00
44	123499	100.00
45	123500	100.00

When recorded mail to
Union Title Company
P.O. Box 2913
Phoenix 2, Ariz.
Attn Trust Dept.

DOCKET 141 PAGE 324

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That UNION TITLE 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 One Hundred Twelve (112) to Lot One Hundred Seventy-three (178), inclusive, COLCORD MOUNTAIN HOMESITES, according to the plat of record in the Office of the County Recorder of Gila County, Arizona, in Map File 278 of Maps, Page _____ thereof, EXCEPTING Lots One Hundred Twelve (112) to and including Lot One Hundred Twenty-two (122), on which Mobile Homes shall be allowed, and excepting Lot One Hundred Twenty-three (123), which shall be classified as commercial lot.

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:

UNIT THREE

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 forrest 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

PURSUANT TO SEC. 804 (c), TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968, 42 USC 3601, ET SEQ. RESTRICTIONS HEREIN, IF ANY, BASED ON RACE, COLOR, RELIGION OR NATIONAL ORIGIN ARE DELETED OR OMITTED.

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 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 alternations 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.

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 ceptic 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, 1974, 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 Colcord 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, UNION TITLE COMPANY, as Trustee, has hereunto caused its corporate name to 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 September, 1962.

UNION TITLE COMPANY

By: [Signature]
Senior Trust Officer

By: [Signature]
Assistant Secretary

CORPORATE ACKNOWLEDGMENT

State of Arizona)
County of Maricopa) ss.

On this, the 5th day of September, 1962, before me, the undersigned officer, personally appeared DANIEL C. DEMPSEY and GLENN GINN who acknowledged themselves to be the Senior Trust Officer and Assistant Secretary of Union Title Company 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, by themselves as such officers, respectively.

My Commission Expires: 3-3-64 [Signature]
NOTARY PUBLIC

STATE OF ARIZONA, County of Gila, ss:

I do hereby certify that the within instrument was filed and recorded at request of PHOENIX TITLE & TRUST CO.
Date Sep. 7th, 1962 Time 2:45 P. M., Docket 141 Official Records Page 324
Records of Gila County, Arizona.

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

258474

DORIS PARKIN, County Recorder

By Mary V. De Pauli 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 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.

7. The Grantee does by the acceptance of this document covenant and agree for itself, its assigns, and its successors in interest to the property here granted, or any part thereof, that the covenant set forth below shall attach to and run with the land:
- (a) That the Grantee shall operate the described property and its appurtenant areas and its buildings and facilities whether or not on the land therein granted as a public road, in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of Agriculture and in effect on the date of this document to the end that no person in the United States shall, on the grounds of race, sex, color, religion, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activities provided thereon; and
 - (b) That the United States shall have the right to judicial enforcement of these covenants not only as to the Grantee, its successors and assigns, but also as to lessees and licensees doing business or extending services under contractual or other arrangements on the land therein conveyed.
8. The Regional Forester shall make determination as to the necessity for archeological and paleontological reconnaissance and salvage within the right-of-way, and such reconnaissance and salvage to the extent determined necessary because of maintenance of the highway facility is to be undertaken by the Grantee in compliance with the act entitled, "An Act for the Preservation of American Antiquities," approved June 8, 1906 (34 Stat. 225, 16 U.S.C. 432-433) or the Archeological Resources Protection Act of 1979 (93 Stat. 721; 16 U.S.C. 470aa-11) and State laws where applicable.
- If, during excavation work, items of substantial archeological or paleontological value are discovered, or a known deposit of such items is disturbed, the Grantee will cease excavation in the area so affected. Grantee will then notify the Forest Service and will not resume excavation until written approval is given.

The Chief, Forest Service, may terminate this easement, or any segment thereof, (1) by consent of the Grantee, (2) by condemnation, or (3) after a five (5) year period of nonuse, by a determination to cancel after notification and opportunity for hearing as prescribed by law.

IN WITNESS WHEREOF, the Grantor, by its (Deputy) Regional Forester, Forest Service, has executed this easement pursuant to the delegation of authority to the Chief, Forest Service, 7 CFR 2.60, and the delegation of authority by the Chief, Forest Service, dated August 22, 1984 (49 FR 34283), on the day and year first above written.

UNITED STATES OF AMERICA

for Noel D. Larson
DAVID F. JOLLY
Deputy Regional Forester
USDA-Forest Service

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this 2nd day of October, 1987, by Noel D. Larson known to me to be the Acting Deputy Regional Forester, Region 3, Forest Service, United States Department of Agriculture, who being by me duly sworn states that he signed said instrument on behalf of the United States of America under authority duly given, and he executed same as the free act and deed of the United States of America for consideration and purposes therein contained.

Susan Mitchell Durs
Notary Public

My commission expires: 9-21-88

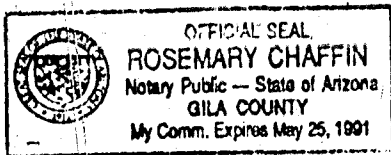
In compliance with the conditions set forth in the foregoing deed, the Gila County Board of Supervisors, certifies, and by the acceptance of this deed, accepts the right-of-way over certain land herein described and agrees for itself, its successors and assigns forever to abide by the conditions set forth in said deed.

GILA COUNTY BOARD OF SUPERVISORS

By V. Roy France

STATE OF ARIZONA)
) ss.
COUNTY OF GILA)

The foregoing instrument was acknowledged before me this 15 day of June, 1988, by Vernon B. France known to me to be the Chairman, who being by me duly sworn states that he signed said instrument on behalf of the Gila County Board of Supervisors under authority duly given, and he executed same as the free act and deed for consideration and purposes therein contained.



Rosemary Chaffin
Notary Public

My commission expires: _____

United States Department of Agriculture
Forest Service

Assurance of Compliance With The Department of Agriculture
Regulation Under Title VI of The Civil Rights Act of 1964

Gila County Board of Supervisors
(Name of Applicant or Recipient) (hereinafter called the "Applicant".)

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352) and all requirements imposed by or pursuant to the Regulations of the U.S. Department of Agriculture (7 CFR Part 15) issued pursuant to that Act; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal financial assistance extended after the date hereof to the Applicant by the Forest Service, U.S. Department of Agriculture on account of:

The Public Road Easement issued under the Act of October 13, 1964.

The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States in addition to any other rights and remedies provided by this assurance, the Civil Rights Act of 1964, or the Regulations issued thereunder, shall have the right to enforce this agreement by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the breach or violation occurs.

This assurance is binding on the Applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Applicant.

Dated 6-15-88 Gila County Board of Supervisors
(Applicant)

By V. Ray France
(Signature)

Gila County Courthouse--1400 East Ash
Globe, Arizona 85501
(Applicant's mailing address)

(Seal)

No change
2/15

563632

STATE OF ARIZONA, County of Gila, ss:
I do hereby certify that the within instrument was filed and recorded at request of Gila County Board of Supervisors

Date Jun. 15, 1988 Time 2:15 P. M. Docket 737 Official Records Page s 458 - 464
Records of Gila County, Arizona.

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

MARY V. DE PAOLI, County Recorder

By *Evelyn M. ...* 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. 115, 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 115, in Record of Survey #243."

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.

7. The Grantee does by the acceptance of this document covenant and agree for itself, its assigns, and its successors in interest to the property here granted, or any part thereof, that the covenant set forth below shall attach to and run with the land:

(a) That the Grantee shall operate the described property and its appurtenant areas and its buildings and facilities whether or not on the land therein granted as a public road, in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of Agriculture and in effect on the date of this document to the end that no person in the United States shall, on the grounds of race, sex, color, religion, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activities provided thereon; and

(b) That the United States shall have the right to judicial enforcement of these covenants not only as to the Grantee, its successors and assigns, but also as to lessees and licensees doing business or extending services under contractual or other arrangements on the land therein conveyed.

8. The Regional Forester shall make determination as to the necessity for archeological and paleontological reconnaissance and salvage within the right-of-way, and such reconnaissance and salvage to the extent determined necessary because of maintenance of the highway facility is to be undertaken by the Grantee in compliance with the act entitled, "An Act for the Preservation of American Antiquities," approved June 8, 1906 (34 Stat. 225, 16 U.S.C. 432-433) or the Archeological Resources Protection Act of 1979 (93 Stat. 721; 16 U.S.C. 470aa-11) and State laws where applicable.

If, during excavation work, items of substantial archeological or paleontological value are discovered, or a known deposit of such items is disturbed, the Grantee will cease excavation in the area so affected. Grantee will then notify the Forest Service and will not resume excavation until written approval is given.