

STATE OF ARIZONA, County of Gila, ss:

I do hereby certify that the within instrument was filed and recorded at request of Gerald GrahamDate June 23, 1975 Time 3:00 P. M., Docket 380 Official Records Page 955
Records of Gila County, Arizona.

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

INDEXED

DORIS PARKIN, County Recorder

By Ronna Cusumano Deputy.

PAGED

DECLARATION OF RESTRICTIONS

"THIS DECLARATION IS MADE THIS 23rd DAY OF June, 1975, BY GERALD L. GRAHAM HEREINAFTER CALLED 'DECLARANT' AS PRESENT OWNER OF THE SECOND BENEFICIAL INTEREST IN TRANSAMERICA TITLE COMPANY, TRUST NUMBER 95582 & 99826, BEING PROPERLY AUTHORIZED SO TO ACT BY TERMS OF THE TRUST, AND TRANSAMERICA TITLE COMPANY, AS TRUSTEE, THEREUNDER, HEREINAFTER CALLED 'TRUSTEE', SOLELY AS BARE LEGAL TITLE HOLDER AND NOT PERSONALLY, AND ACTING AT THE PROPER DIRECTION OF SAID BENEFICIARY-'DECLARANT', EXECUTES THIS DECLARATION OF RESERVATIONS, COVENANTS, CONDITIONS AND RESTRICTIONS, TO RUN WITH THE REAL PROPERTY HEREIN DESCRIBED FOR THE PURPOSES AS HEREINAFTER SET FORTH;

LOTS 33 THRU 59 INCLUSIVE, BONITA CREEK UNIT 11, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF GILA COUNTY, ARIZONA RECORDED June 23, 1975 3:00 PM, AS MAP NO. 532

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 THE SAID LOTS SHALL BE KNOWN AND DESCRIBED AS SINGLE FAMILY RESIDENTIAL LOTS.
2. NONE OF THE SAID LOTS SHALL BE RESUBDIVIDED INTO SMALLER LOTS OF CONVEYED OR ENCUMBERED IN LESS THAN THE FULL ORIGINAL DIMENSION OF SUCH LOT, PROVIDING THAT THIS RESTRICTION SHALL NOT PREVENT THE CONVEYANCE OF ENCUMBRANCE OF, OR RESUBDIVIDING OF LOTS OR PARTS OF LOTS BY THE SUBDIVIDER, BONITA CREEK PROPERTIES, WITHOUT RESERVATION, WHEN THE CONVEYANCE, ENCUMBRANCE OF SUBDIVIDING OF LOTS OR PARTS OF LOTS WILL PERMIT A BETTER UTILIZATION OF THE LAND, STREAM FRONTAGE OF TERRAIN. NOTHING HEREIN CONTAINED SHALL PREVENT THE DEDICATION OF CONVEYANCE OF PORTIONS OF LOTS FOR PUBLIC UTILITIES, IN WHICH EVENT THE REMAINING PORTION OF ANY SUCH LOT SHALL, FOR THE PURPOSE OF THIS PROVISION, BE TREATED AS A WHOLE LOT. NOTHING CONTAINED HEREIN SHALL PREVENT THE SUBDIVIDER FROM RESUBDIVIDING INTO SMALLER PARCELS AND LOT OR PARTS THEREOF, WHEN CONSIDERED NECESSARY TO BETTER UTILIZE THE LAND, TERRAIN OF STREAM FRONTAGE, TO THE EXTENT OF INCREASING THE NUMBER OF LOTS IF NECESSARY.
3. NO STRUCTURE SHALL BE BUILT ON, OVER OR ACROSS ANY OF THE EASEMENTS SHOWN OF THE PLAT OF BONITA CREEK 11.
4. NO BUILDING EXCEPT SINGLE-FAMILY RESIDENCE AND PRIVATE GARAGE OR CAR-PORT, AND A STRUCTURE TO SERVE AS A STABLE OR HOBBY ROOM, SHALL BE ERECTED, MAINTAINED, PLACED OR PERMITTED ON ANY LOT. SUCH STABLE SHALL BE OF A DESIGN HARMONICUS WITH THE OTHER STRUCTURE OR STRUCTURES UPON SAID LOT, AND NO USE OF INFERIOR MATERIALS SHALL BE PERMITTED. ANY QUARTERS FOR SERVANTS OR GUESTS MUST BE IN AN INTEGRAL PART OF SAID RESIDENCE.
5. NO BUILDING WHATSOEVER SHALL BE ERECTED ON ANY OF SAID LOTS UNTIL A DWELLING HOUSE SHALL HAVE BEEN ERECTED. NO GARAGE, STABLE, HOBBY ROOM OR OTHER BUILDING SHALL BE USED FOR RESIDENTIAL PURPOSES.

318 W. Moon Valley Dr.

Phx, Az. 85023

6. NO DWELLING HOUSE HAVING A GROUND FLOOR AREA OF LESS THAN SEVEN HUNDRED (700) SQUARE FEET, EXCLUSIVE OF OPEN PORCHES, PERGOLAS OR ATTACHED GARAGE, IF ANY, SHALL BE ERRECTED, PERMITTED OR MAINTAINED ON ANY OF SAID LOTS. NO DWELLING HOUSE OR BUILDING MAY BE ERRECTED CLOSER THAN TWENTY-FIVE (25) FEET FROM FRONT LOT LINE AND CLOSER THAN FIFTEEN (15) FEET FROM SIDE LOT LINE.

7. THE MAINTENANCE OF HORSES AND THE PHYSICAL FACILITIES FOR THE SAME SHALL BE MAINTAINED BY LOT OWNER IN A CLEAN, NEAT, ORDERLY FASHION IN ACCORDANCE WITH PREVAILING CUSTOM, USEAGE, AND HEALTH DEPARTMENT STANDARDS SO THAT SUCH FACILITIES SHALL NOT BECOME A NUISANCE TO THE REMAINING LOT OWNERS IN SAID BONITA CREEK. ANY SUCH PHYSICAL FACILITIES FOR THE MAINTENANCE OF HORSES MUST BE MAINTAINED AT A MINIMUM DISTANCE OF SEVENTY (70) FEET FROM THE FRONT PROPERTY LINE AND A MINIMUM OF THIRTY (30) FEET FROM REAR OR SIDE LINES. NONE OF SAID LOTS OR ANY PORTION THEREOF SHALL EVER BE USED FOR COMMERCIAL ANIMAL HUSBANDRY. A MAXIMUM OF FIVE (5) HORSES SHALL BE MAINTAINED ON EACH LOT.

8. PLANS, INCLUDING ARCHITECTURAL DESIGNS, DIMENSIONS AND CLASS OF MATERIALS TO BE USED FOR THE PROPOSED STRUCTURES MUST BE SUBMITTED TO, AND HAVE THE APPROVAL OF THE SUBDIVIDERS BEFORE ANY CONSTRUCTION IS UNDERTAKEN. ON BUILDING SITES WHICH SLOPE IN ONE OR MORE DIRECTIONS, A GROUND PLAN SHOWING THE FOUNDATION ELEVATION IN RELATION TO THE FINISHED GROUND LINE MAY BE NECESSARY ALSO. FOLLOWING ARE MINIMUM REQUIREMENTS.

- A. ARCHITECTURAL PLANS WILL INCLUDE DESIGN AND CLASS OF MATERIALS TO BE USED. THIS WILL INVOLVE FLOOR PLANS, A PERSPECTIVE SKETCH, OR SIMPLE FRONT AND SIDE ELEVATIONS, AND CONSTRUCTION DETAILS FOR FOUNDATION, SILLS, SIZE AND SPACING OF FLOOR JOISTS, FRAMING, ROOF PITCH, SIZE AND SPACING OF RAFTERS, ELECTRICAL WIRING, FLUE CONSTRUCTION, ETC.
- B. SIMPLICITY OF ARCHITECTURAL DESIGN, GOOD PROPORTIONS, AND AN APPEARANCE OF NATURALNESS TO THE FORESET SETTING ARE DESIRED IN THE COMPLETED STRUCTURE. ORNATE, ELABORATE, PRETENTIOUS OR SHOWY STRUCTURES, OR PARTS THEREOF, WILL BE UNACCEPTABLE. MINIMUM SQUARE FOOTAGE IS TO BE 700, EXCLUSIVE OF CARPORTS, STORAGE OR OTHER OUT BUILDINGS.
- C. CONTINUOUS FOUNDATIONS ARE REQUIRED WHICH MAY BE OF SOLID, NATIVE ROCK, MASONRY, SOLID CONCRETE, OR CONCRETE WITH NATIVE ROCK VENEER. PIER FOOTINGS WITH MASONRY OR ROCK VENEER WALL WILL BE REQUIRED BETWEEN PIERS WHERE BOTTOM OF FLOOR IS 5.00 FEET OR LESS FROM THE GROUND. FOUNDATION WILL REST ON GOOD FOOTINGS AND EXTEND NOT LESS THAN 12 INCHES BELOW THE GROUND, UNLESS SET ON SOLID ROCK. PREFERRED HEIGHT ABOVE GROUND IS 12 INCHES, AND THE MAXIMUM ALLOWABLE HEIGHT IS 20 INCHES. CARE IS NECESSARY IN THE SELECTION OF BUILDING SITES TO KEEP GRADING TO A MINIMUM. SCREEDED VENTS SHALL BE PROVIDED IN THE FOUNDATION. 16 TO 18 GAUGE GALVANIZED WIRE CLOTH WITH $\frac{1}{2}$ " TO $1/3$ " MESH IN METAL FRAMES OF 24 OR 26 GAUGE GALVANIZED SHEET STEEL ARE ALLOWED.
- D. NO BUILDING WILL BE BUILT CLOSER THAN 50 FEET TO BANK OF STREAM.

- E. EXTERIOR WALLS AND PORCHES MAY BE OF PEELED LOGS, EITHER ROUND, SAWED OR HEWED; HAND SPLIT SHAKES OR BURNT ADOBE; LOG SIDING; EDGED, PEELED SLABS; ROUGH LUMBER; OR NATIVE STONE. THE USE OF BRIGHT-COLORED MORTAR OR STUCCO, CORRUGATED IRON OR TAR PAPER WILL NOT BE APPROVED. STAINS ARE PREFERABLE TO PAINTS FOR OUTSIDE WOOD SURFACES. THE NATURAL WOOD COLOR MAY BE RETAINED OR STAINS MAY BE COLORED TO PRODUCE A NEUTRAL BROWN OR WEATHERED GRAY. WHERE PAINT IS REQUIRED, SOFT BROWNS AND GRAYS ARE PREFERRED. WINDOW AND DOOR CASINGS AND OTHER OUTSIDE TRIM MUST HARMONIZE WITH THE BACKGROUND AND SHOULD NOT PRESENT STRONG CONTRASTS.
- F. CHIMNEYS MUST EXTEND TO A SOLID GROUND FOUNDATION WITH ADEQUATE FOOTING AND MUST BE OF FIREPROOF CONSTRUCTION LINED WITH FLUE TILE OR FIRE BRICK, UNLESS A FIREPLACE OF THE PREFABRICATED METAL TYPE IS USED. ALL EXPOSED SURFACES MUST BE IN KEEPING WITH THE EXPOSED BUILDING FOUNDATIONS.
- G. ROOFS OF THE CAR-ROOF OR SHED-TYPE ARE PROHIBITED. THE FOLLOWING ROOF COVERINGS ARE ACCEPTABLE; SHAKES, SHINGLES AND PREPARED ROOFING SHINGLES, PREFERABLE OF FIRE-RESISTANT MATERIAL. TIN, CORRUGATED IRON, SHEET METAL, FLAT-ROLL ROOFING OR TAR PAPER WILL NOT BE PERMITTED. BRIGHT COLOR SCHEMES ARE UNACCEPTABLE; ROOF COLORS MUST HARMONIZE WITH THE WALLS.
- H. ALL PLUMBING TO BE MODERN INSIDE-TYPE, CONNECTED TO INSIDE CONNECTIONS BELOW GROUND SURFACE AND TO CESSPOOL AND SEPTIC TANK. ALL GROUND WATER SOURCES, SUCH AS WELLS AND SPRINGS, SHOULD BE ADEQUATELY PROTECTED FROM SOURCES OF CONTAMINATION. SEPTIC TANKS, SEWERS, AND SUB-SURFACE PITS MUST BE LOCATED AT LEAST 100 FEET DOWNGRADE FROM WATER SUPPLIES AND NOT LESS THAN 50 FEET FROM LIVE STREAMS.
- I. FLY-TIGHT METAL CONTAINERS WILL BE REQUIRED FOR THE STORAGE OF GARBAGE AND REFUSE PENDING REMOVAL AND DISPOSAL. GARBAGE AND REFUSE WILL BE DISPOSED OF IN ACCORDANCE WITH STATE SANITARY REGULATIONS.
- J. SPARK ARRESTORS SHALL BE INSTALLED ON CHIMNEYS. THE ROOFS OF ALL BUILDINGS SHALL BE KEPT CLEAR OF LEAVES AND OTHER INFLAMMABLE MATERIAL. ALL HEATING SYSTEMS SHALL BE SO INSTALLED AS TO ELIMINATE THE DANGER OF FIRE THEREFROM.
- K. CAMPFIRES ARE PROHIBITED EXCEPT IN PREPARED FIREPLACES ACCEPTABLE BY THE FOREST SUPERVISOR OF TONTO NATIONAL FOREST.
- L. IN LANDSCAPING, THE DESIRE IS TO PRESERVE THE NATURAL FOREST CONDITIONS TO THE FULLEST EXTENT POSSIBLE. TREE PRUNING AND CLEARANCE WILL BE HELD TO THE MINIMUM. WALKS SHOULD BE GRAVEL OR NATIVE STONE; AND THE USE OF PAINTED OR WHITE-WASHED ROCKS OR TREES AND OTHER TYPES OF "DECORATIONS" FOREIGN TO THE NATURAL ENVIRONMENT AVOIDED.
- M. NO BUSINESS WILL BE PERMITTED.
- N. NO HOUSE TRAILERS PERMITTED.

O. STREAM FRONTAGE WILL BE CONSIDERED AS AN EASEMENT FOR THE USE AND ENJOYMENT OF ALL PROPERTY OWNERS RESIDING WITHIN THE 150 ACRES OF THE ORIGINAL BONITA CREEK HOMESTEAD. FENCING OFF OR OBSTRUCTING THE USE OF BONITA CREEK, TO DENY THE USE OF THE WATERS OR STREAM BANKS FOR LAWFUL FISHING FOR THOSE OWNERS STIPULATED HEREIN IS PROHIBITED.

P. NO DRAINAGE WAY MAY BE BLOCKED OR DIVERTED.

9. NO CLOTHES LINES, WASHING MACHINES OR OTHER APPLIANCES MAY BE MAINTAINED IN FRONT OF DWELLING HOUSES.

10. NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON UPON ANY LOT. NO SERVICING, REPAIRING, STORING, BUYING, SELLING OR COMMERCIAL BUSINESS OF ANY NATURE SHALL BE CARRIED ON UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BECOME AN ANNOYANCE OR NUISANCE TO THE COMMUNITY.

11. ALL CORRAL FENCES AND FENCES SURROUNDING SAID LOT AREAS SHALL BE OF WOVEN WIRE, PIPE OR WOOD MATERIAL, AND KEPT IN GOOD REPAIR AT ALL TIMES.

12. NO BILLBOARDS OR ADVERTISING SIGNS OR ANY CHARACTER SHALL BE ERECTED, PLACED, PERMITTED OR MAINTAINED ON ANY LOT OR ON ANY BUILDING ERECTED THEREON, OTHER THAN ONE SIGN NOT LARGER THAN 12" BY 18" INDICATING THAT THE PROPERTY IS FOR SALE OR FOR RENT, WITH WORDING LIMITED TO "FOR SALE" OR "FOR RENT", AND THE NAME AND ADDRESS AND TELEPHONE NUMBER OR THE OWNER OR AGENT, AND THE WORDS "INQUIRE WITHIN"; PROVIDED, HOWEVER, THAT THE SUBDIVIDERS AND THEIR AGENTS MAY ERECT AND MAINTAIN SIGNS ADVERTISING FOR THE SALE OF LOTS IN SAID SUBDIVISION.

13. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE SAID BONITA CREEK II HAS BEEN PLATTED AND LAID OUT AS A CHOICE AND ATTRACTIVE RESIDENTIAL DISTRICT, AND THAT THESE COVENANTS AND RESTRICTIONS ARE MADE FOR THE BENEFIT OF THE LOTS HEREIN DESCRIBED, AND ARE TO RUN WITH THE LAND AND SHALL INSURE TO THE BENEFIT OF AND BE BINDING ON ALL OF SAID LOTS UNTIL JULY 1, 2000, AT WHICH TIME SUCH COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF FIVE YEARS EACH, UNLESS BY A MAJORITY VOTE OF THE THEN INDIVIDUAL PROPERTY OWNERS IT IS AGREED TO CHANGE THE SAID COVENANTS IN WHOLE OR IN PART.

14. IF ANY PERSON SHALL VIOLATE OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS OR RESTRICTIONS HEREIN BEFORE JULY 1, 2000, OR SUCH TIME LATER AS MAY BE SET UP BY THE PROVISIONS OF THE PARAGRAPH PRECEDING THIS ONE, IT SHALL BE LAWFUL FOR ANY PERSON OR PERSONS OWNING ANY OTHER LOTS IN SAID DEVELOPMENT OR SUBDIVISION TO PROSECUTE ANY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANTS OR RESTRICTIONS AND EITHER TO PREVENT HIM OR THEM FROM SO DOING OR TO RECOVER DAMAGES OR THEIR DUE FOR SUCH VIOLATION.

15. THE FAILURE OF ANY LANDOWNER OR THE SUBDIVIDER TO ENFORCE ANY RESTRICTIONS, CONDITIONS, COVENANT OR AGREEMENT HEREIN CONTAINED SHALL IN NO EVENT BE DEEMED A WAIVER OF THE RIGHT TO DO SO THEREAFTER AS TO THE SAME BREACH OR AS TO ONE OCCURRING PRIOR OR SUBSEQUENT THERETO, NOR SHALL SUCH FAILURE BE LIABLE TO ANY CLAIM OR CAUSE OF ACTION AGAINST THE SUBDIVIDER OR SUCH LANDOWNER. VIOLATION OF ANY ONE OR MORE OF SUCH COVENANTS MAY BE RESTRAINED BY ANY COURT OF COMPETENT JURISDICTION, AND DAMAGES AWARDED AGAINST SUCH VIOLATOR, PROVIDED, HOWEVER, THAT A VIOLATION OF THESE RESTRICTIVE COVENANTS, OR ANY ONE OF THEM, SHALL NOT AFFECT THE LIEU OF ANY MORTGAGE NOW OF RECORD, OR WHICH HEREAFTER MAY BE PLACED OF RECORD UPON SAID LOTS OR ANY PART THEREOF.

16. The Declarant SHALL HAVE THE RIGHT OT TRANSFER TO ANY OTHER CORPORATION, PERSON OR PARTNERSHIP ALL OF ITS RIGHTS AND OBLIGATIONS HEREUNDER. UPON SUCH TRANSFER AND THE ASSUMPTION OF SUCH OBLIGATIONS BY THE TRANSFEREE, THE COMPANY SHALL HAVE NO FURTHER OBLIGATION HEREUNDER.

17. SHOULD ANY OF THE COVENANTS OR STIPULATIONS HEREIN BE HELD INVALID OR VOID, SUCH INVALIDITY OR VOIDNESS OF ANY OF THE COVENANTS SHALL NOT EFFECT THE REST OF THE INSTRUMENT OR ANY VALID COVENANTS HEREIN CONTAINED.

18. THE BREACH OF ANY OF THE FOREGOING RESTRICTIVE COVENANTS, CONDITIONS AND RESTRICTIONS SHALL NOT DEFEAT OF RENDER INVALID THE LIEN OF ANY MORTGAGE OR OTHER ENCUMBRANCE MADE IN GOOD FAITH FOR VALUE AS TO ANY LOT OR PORTIONS OF LOTS, BUT THESE RESTRICTIVE COVENANTS, CONDITIONS AND RESTRICTIONS SHALL BE BINDING UPON AND BE EFFECTIVE AGAINST ANY SUCH MORTGAGEE OF ENCUMBRANCE HOLDER, WHOSE TITLE THERETO OF WHOSE GRANTOR'S TITLE IS OR WAS ACQUIRED BY FORECLOSURE, JUDICIAL SALE OR OTHERWISE.

AFTER THE DATE HEREOF, EACH PARTY WHO ACQUIRES ANY INTEREST IN ALL OR ANY PART OF THE PROPERTY DESCRIBED HEREIN, FURTHER AGREES THAT UPON SUCH ACQUISITION OF ANY INTREST IN ALL OR PART OF THE REAL PROPERTY, SAID ACQUIRING PARTY SHALL LOOK ONLY TO THE OTHER SUBSEQUENT PROPERTY OWNER OR OWNERS ACQUIRING AN INTEREST IN SAID PROPERTY FOR ANY PERFORMANCE OF RELIEF DEEMED EQUITABLE OR NECESSARY FOR THE ENFORCRMENT OF THE COVENANTS, CONDUCTIONS AND RESTRICTIONS CONTAINED HEREIN.

"IN WITNESS WHEREOF, TRANSAMERICA TITLE COMPANY" AN ARIZONA CORPORATION, HAS CAUSED ITS CORPORATE NAME AND SEAL TO BE HEREUNTO AFFIXED BY ITS OFFICERS HEREUNTO DULY AUTHORIZED THIS 23rd DAY OF June, 1975.

GERALD L. GRAHAM AND FREDNA D. GRAHAM AS SECOND BENEFICIARY UNDER TRUST No. 95582 & 99826, DULY AUTHORIZED

BY: Gerald L. Graham

RATIFIED AND APPROVED: TRANSAMERICA TITLE COMPANY, AS TRUSTEE, SOLEY AS SARE LEGAL TITLE HOLDER, AND NOT PERSONALLY.

BY: E. W. Kauffman
TRUST OFFICER

STATE OF ARIZONA)
COUNTY OF MARICOPA)

ON THIS 23rd DAY OF June, 1975, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED E. W. KAUFFMAN, WHO ACKNOWLEDGED HIMSELF TO BE THE TRUST OFFICER OF TRANSAMERICA TITLE COMPANY, AS TRUSTEE, AND THAT HE AS SUCH OFFICER, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION AS TRUSTEE, BY HIMSELF AS SUCH OFFICER.

By Commission Expires June 15, 1975

Stanley C. August
NOTARY PUBLIC

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BOOK 418 PAGE 12

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

Date Dec. 28, 1976 Time 2:45 P. M. Docket 418 Official Records Page 12
Records of Gila County, Arizona.

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

INDEXED MARY V. DE PAOLI, County Recorder
PAGED By Kathryn A. Elvitz Deputy

DECLARATION OF RESTRICTIONS

AMENDMENT

THE OWNERS OF LOTS IN BONITA CREEK UNIT 11 MAY USE TENTS OR RECREATIONAL VEHICLES ON THEIR LOTS FOR RECREATIONAL PURPOSES FOR A PERIOD NOT TO EXCEED SIX CONSECUTIVE WEEKS EXCEPT THAT A TENT, RECREATIONAL VEHICLE OR MOBILE HOME MAY BE PLACED ON THE LOT FOR UP TO ONE YEAR DURING THE COURSE OF CONSTRUCTION OF A DWELLING.

"IN WITNESS WHEREOF, CONTINENTAL SERVICE CORPORATION" AN ARIZONA CORPORATION, HAS CAUSED ITS CORPORATE NAME AND SEAL TO BE HEREUNTO AFFIXED BY ITS OFFICERS HEREUNTO DULY AUTHORIZED THIS 21st DAY OF December, 1976.

GERALD L. GRAHAM AND FREDNA D. GRAHAM
AS SECOND BENEFICIARY UNDER TRUST
NO. 35582 & 99826, DULY AUTHORIZED

BY: Gerald L. Graham

RATIFIED AND APPROVED:
CONTINENTAL SERVICE CORPORATION
AS TRUSTEE, SOLELY AS BARE LEGAL TITLE HOLDER,
AND NOT PERSONALLY.

BY: [Signature]
TRUST OFFICER

STATE OF ARIZONA)
COUNTY OF MARICOPA) 89

ON THIS 21st DAY OF December, 1976, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED DAN ROBLEDO, WHO ACKNOWLEDGED HIMSELF TO BE THE TRUST OFFICER OF CONTINENTAL SERVICE CORP., AS TRUSTEE, AND THAT HE AS SUCH OFFICER, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION AS TRUSTEE, AND HIMSELF AS SUCH OFFICER.

MY COMMISSION WILL EXPIRE: 10-29-78

[Signature]
NOTARY PUBLIC



RATIFIED AND APPROVED:

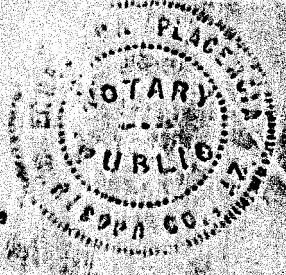
BY: Gerald L. Graham

OWNER OF LOT 33 BOVITA CREEK UNIT II,
STATE OF ARIZONA)
COUNTY OF MARICOPA) SS.

This instrument was acknowledged before me this 21st, day of December, 1976,
by Gerald L. Graham.

My Commission will expire:
10-29-78

Ernesto P. Garcia
NOTARY PUBLIC



392283

STATE OF ARIZONA, County of Gila, as:

I do hereby certify that the within instrument was filed and recorded at request of Transamerica Title Co.

Date Sep. 26, 1975 Time 12:20 P. M., Docket 386 Official Records Page 832,
Records of Gila County, Arizona.

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

INDEXED

DORIS PARKIN, County Recorder

PHOTOCOPIED
COMPARED
PAGE

By Doris Parkin, Recorder.

EASEMENT

THIS EASEMENT, dated this 17th day of September, 1975,
from the UNITED STATES OF AMERICA, acting by and through the forest
Service, Department of Agriculture, hereinafter called Grantor, to
Gila County, Acting by and through its Board of Supervisors, here-
inafter 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 admin-
istered 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,
hereinafter defined as the right-of-way over and across the following
described lands in the County of Gila, State of Arizona:

GILA & SALT RIVER BASELINE & MERIDIAN

T. 11 N., R. 12 E.

Section 29 - NW $\frac{1}{2}$ NW $\frac{1}{2}$
Section 30 - N $\frac{1}{2}$ N $\frac{1}{2}$

T. 11 N., R. 11 $\frac{1}{2}$ E.

Section 5 - S $\frac{1}{2}$ S $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$
Section 6 - SE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{2}$
Section 8 - N $\frac{1}{2}$ NE $\frac{1}{2}$ NE $\frac{1}{4}$

T. 11 N., R. 11 E.

Section 1 - N $\frac{1}{2}$

T. 11 $\frac{1}{2}$ N., R. 11 E.

Section 24 - E $\frac{1}{2}$ SW $\frac{1}{4}$
Section 26 - SE $\frac{1}{2}$ SE $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$
Section 35 - W $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$
Section 36 - W $\frac{1}{2}$ SW $\frac{1}{4}$

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12:20
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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.

The right-of-way is shown and specifically described on Exhibit A attached hereto and made a part hereof.

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 in accordance with approved plans, specifications, and stipulations described in the following conditions numbered 3 and 4 and does not include the grant of any rights for nonhighway purposes or facilities; Provided, That the right of the Forest Service to use or authorize the use of any portion of the right-of-way for nonhighway purposes shall not be exercised 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. The design and construction of the highway project situated on this right-of-way will be in accordance with plans, specifications, and written stipulations approved by the Regional Forester and on file in his office.
4. Any reconstruction of the highway situated on this right-of-way will be in accordance with plans, specifications, and written stipulations approved by the Regional Forester prior to beginning such reconstruction.
5. 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 where it is deemed necessary during a joint review between the Regional Forester and Grantee prior to completion of the highway and the Grantee shall maintain all terracing, water bars, leadoff ditches, or other preventive works that may be required to accomplish this objective. This provision shall also apply to slopes that are reshaped following slides which occur during or after construction.

6. 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 Regional Forester.

7. The Grantee shall maintain the right-of-way clearing by means of chemicals only after specific written approval has been given by the Regional Forester. Applications for such approval must be in writing and specify the time, method, chemicals, and the exact portion of the right-of-way to be chemically treated.
8. The Grantee does by the acceptance of this document covenant and agree for itself, its assigns, and its successors in interest to the property herein granted or any part thereof, that the covenants set forth below shall attach to and run with the land:

- (a) That the described property, and its appurtenant areas and its building and facilities, whether or not on the land herein granted, will be operated 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 ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject 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 arrangement on the land herein conveyed.

In the event of a breach of any of the conditions set forth above, all right, title, and interest in and to the above described property shall, at the option of the Grantor, revert to and become the property of the United States of America, which shall have an immediate right of entry thereon, and the Grantee, its successors or assigns, shall forfeit all right, title and interest in and to the above described property and in any and all of the tenements, hereditaments and appurtenances thereunto belonging; provided, however, that the failure of the Grantor to insist in any one or more instances upon complete performance of any of the said conditions shall not be construed as a waiver or a relinquishment of the future performance of any such conditions, but the obligations of the Grantee with respect to such future performance shall continue in full force and effect.

9. 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), 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 permittee will cease excavation in the area so affected. He will then notify the Forest Service and will not resume excavation until written approval is given.

10. Nothing within this easement shall be construed as preventing the Grantor from taking any measure it deems necessary in exercising its responsibilities of protecting the National Forests.

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 compliance with the conditions set forth in the foregoing deed, the County of Gila, State of Arizona, 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 Joseph B. Trivette

STATE OF Arizona

COUNTY OF Gila

I, KEN BOCK, a Notary Public in and for said County and State, hereby certify that ADOLPH B. TRIVETTE whose name as GILA Co. SUPERVISOR, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he in his capacity as such GILA Co. SUPERVISOR executed the same voluntarily on this day.

Given under my hand and seal of office this 26TH day of SEPTEMBER, 1975.

Ken Bock
Notary Public

My Commission Expires Nov. 7, 1977

EXHIBIT "A"

EASEMENT DESCRIPTION

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The following described line is the centerline of a 66 foot (sixty six) wide roadway easement granted to Gila County, State of Arizona by the United States of America, acting through the Forest Service, Department of Agriculture.

This easement encompasses portions of the existing Control Road (F.D.R. No. 64) and Bonita Creek Ranch Access Road (F.D.R. No. 431) as such roads exist as of the date of the granting of this easement, and as shown on the U.S.G.S. Quadrangle Maps entitled "Promontory Butte, Ariz. (1973)", "Diamond Point, Ariz. (1973)" and "Dane Canyon, Ariz. (1972)".

The limits of said easement are its intersection with Arizona Highway 260 on the east and a subdivision known as Bonita Creek Ranch No. 1, according to Map No. 157, records of Gila County, Arizona, on the west. Said subdivision lying in the S.W.1/4 of the S.E.1/4 of Section 31, T.12 N., R.11 E. of the G&SRB&M. Gila County, Arizona. Said easement lies within T.11 N., R.12 E.; T.11 N., R.11 1/2 E.; T.11 N., R.11 E.; and T.11 1/2 N., R.11 E; all being within the G.&S.R.&M., Gila County, Arizona.

Said easement centerline being further described as follows:

From a brass cap at the N.W. corner of Section 29, T.11 N., R.12 E. thence S.77-38-53 E. 778.44 feet to a spike in the centerline of Arizona Highway 260, said spike being the point of beginning, thence along the following described route:

-S.84-12-36 W.	1150.77	FEET	
S.76-36-27 W.	215.87	"	
S.52-13-28 W.	253.03	"	
S.74-53-25 W.	517.90	"	
S.68-06-07 W.	549.66	"	
N.65-12-07 W.	870.24	"	
N.70-52-20 W.	698.93	"	
S.85-27-07 W.	441.39	"	Station 40+97.79
S.80-39-04 W.	831.04	"	Station 55+28.83
N.88-28-21 W.	375.13	"	
N.78-03-52 W.	628.59	"	
N.72-26-48 W.	1027.86	"	
N.63-26-06 W.	536.66	"	
N.74-28-33 W.	747.26	"	
N.83-39-36 W.	452.77	"	

N.40-09-22 W.	628.03	FEET
N. 42-14-11 W.	513.25	"
N.56-57-24 W.	614.37	"
N.88-49-51 W.	245.05	"
S.78-41-24 W.	458.91	"
S.88-26-16 W.	1100.41	"
N.56-18-36 W.	180.28	"
N.44-40-48 W.	632.87	"
N.62-52-43 W.	230.33	"
N.76-02-58 W.	637.89	"
N.66-42-20 W.	783.90	"
N.50-54-22 W.	309.23	"
N.31-36-27 W.	457.93	"
N.25-01-01 W.	331.06	"
N.17-44-55 W.	131.05	"
N.37-34-07 W.	410.03	"
N.55-47-04 W.	302.32	"
N.71-33-54 W.	664.08	"
N.85-01-49 W.	346.30	"
S.86-56-49 W.	375.53	"
S.74-44-42 W.	570.09	"
S.81-49-11 W.	808.22	"
S.84-26-41 W.	517.42	"
S.66-55-47 W.	293.47	"
S.86-22-43 W.	395.79	"
N.57-45-00 W.	496.61	"
N.60-06-17 W.	555.09	"
N.30-37-48 W.	441.62	"
N.26-33-54 W.	190.07	"
N.07-37-41 E.	565.00	"
N.09-51-57 W..	350.18	"
N.37-35-35 W.	713.06	"
N.18-26-04 W.	221.35	"
N.15-49-09 E.	311.81	"
N.11-43-22 W.	148.07	"
N.72-33-10 W.	183.44	"
S.74-52-33 W.	191.64	"
S.57-59-41 W.	188.68	"
WEST	135.00	"
N.18-26-06 W.	79.06	"
N.01-34-10 W.	365.14	"

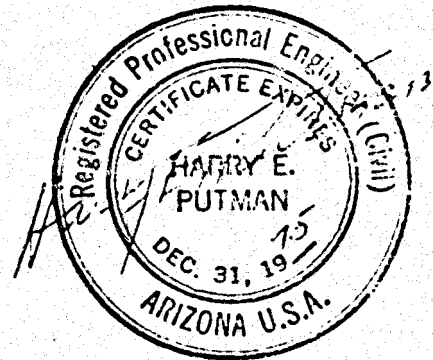
N.66-11-39 W.	185.81	FEET
N.78-17-15 W.	418.72	"
N.78-18-38 W.	592.28	"
N.56-18-36 W.	144.24	"
N.32-11-45 W.	957.18	"
N.09-27-44 W.	182.48	"
N.08-52-50 W.	161.94	"
N.23-01-32 W.	217.31	"
N.42-08-15 W.	283.20	"
N.14-02-10 W.	247.39	"
N.33-01-26 E.	238.54	"
N.80-32-16 E.	304.14	"
S.81-28-09 E.	404.48	"
N.12-31-44 E.	92.20	"
N.34-54-09 W.	524.31	"
N.14-44-37 W.	196.47	"
N.09-49-10 E.	263.86	"
N.07-47-44 W.	847.84	"
N.07-35-41 E.	151.33	"
N.37-28-34 E.	567.03	"
N.16-41-57 E.	156.60	"
N.22-53-26 W.	488.47	"
N.45-00-00 W.	141.42	"
N.58-48-54 W.	222.09	"
N.01-00-18 W.	285.04	"
N.22-46-57 W.	271.15	"
N.44-21-23 W.	314.68	"
N.70-42-36 W.	105.95	"
N.34-12-57 W.	302.32	"
N.06-34-55 W.	261.72	"
N.61-11-21 W.	456.51	"
S.89-13-33 W.	740.07	"
N.76-23-58 W.	956.83	"
N.08-25-37 W.	136.47	"
NORTH	260.00	"
N.65-13-30 W.	143.18	"
S.72-15-19 W.	262.49	"
N.74-21-28 W.	259.61	"
N.23-37-46 W.	174.64	"
NORTH	245.00	"

N.51-01-21 W.	167.11	FEET
N.79-41-43 W.	223.61	"
S.78-21-59 W.	347.13	"
N.84-48-20 W.	220.91	"
N.55-13-20 W.	219.15	"
N.20-03-47 W.	612.15	"
N.53-28-16 W.	168.00	"
N.65-25-58 W.	192.42	"
N.06-42-35 W.	342.34	"
N.37-52-30 W.	228.04	"
N.82-08-48 W.	146.37	"
S.83-23-12 W.	347.31	"
S.84-22-57 W.	612.94	"
N.84-22-57 W.	306.47	"
N.74-09-25 W.	769.22	"
N.50-19-50 W.	266.32	"
N.20-05-10 W.	713.39	"
N.62-14-29 W.	107.35	"
N.83-50-41 W.	512.96	"
N.66-38-40 W.	239.64	"
N.66-30-05 W.	250.80	"
N.85-36-05 W.	391.15	"
N.56-18-36 W.	216.33	"
N.40-09-22 W.	418.69	"
N.72-53-50 W.	136.01	"
S.68-11-55 W.	538.52	"
N.88-29-33 W.	190.06	"
N.70-46-10 W.	227.71	"
S.82-42-21 W.	630.10	"
WEST	330.00	"
N.05-11-40 E.	331.36	"
N.27-21-00 E.	326.50	"
N.26-58-49 E.	617.17	"
N.49-38-08 E.	262.49	"
N.10-29-29 E.	274.59	"
N.30-09-06 E.	530.67	"
N.37-52-34 E.	253.45	"

To a point of intersection with the South line of aforesaid Bonita Creek Ranch No. 1, which is the South line of Section 31, T.12 N., R.11 E. Said point being the ending point

of said easement, from which ending point the brass cap at the S.E. corner of Section 31, T.12 N. R.11 E. of the G.&S.R.B.&M., bears S.89-56-20 E., a distance of 1701.74 feet.

EXCEPT the following described parcel of land lying within the above-described easement Beginning at the N.W. corner Section 30, T.11 N. R.12 E. Thence; S.00-05-00 E. along the West line of Section 30, a distance of 211.86 feet to Corner No. 1 of H.E.S. No. 132. Thence; S.76-07-12 E. along the South line of H.E.S. No. 132, a distance of 1004.50 feet to Corner No. 9 of H.E.S. No. 132 and the true point of beginning. Thence; N.04-24-49 W. along the East line of H.E.S. No. 132, a distance of 24.09 feet to a point, said point being Station 51+38.02 of the above-described easement. Thence; continuing N.04-24-49 W., a distance of 33.12 feet to a point on the R/W line of the above-described easement. Thence; S.80-39-04 W. along the North line of the above-described easement, a distance of 137.72 feet to a point on the South line of H.E.S. No. 132. Thence; S.76-07-12 E. along the South line of H.E.S. No. 132, a distance of 83.67 feet to a point, said point being Station 51+96.01 of the above-described easement. Thence; continuing S.76-07-12 E., a distance of 60.85 feet to the true point of beginning.



SKETCH

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Showing exception of private land within Control Road easement

