

FINAL PLAT OF:

Ponderosa Springs Estates

THAT PORTION OF HOMESTEAD ENTRY SURVEY N43.80 LOCATED IN SECTIONS 24, 27, 34 & 35 (UNSURVEYED), T.10 1/2 N., R. 1 E. GILA & SALT RIVER BASIN, GILA COUNTY, ARIZONA

CURVE	CHORD	ANGLE	AREA	PERCENTAGE
1	100.00	90.00	7,854.00	100.00
2	100.00	90.00	7,854.00	100.00
3	100.00	90.00	7,854.00	100.00
4	100.00	90.00	7,854.00	100.00
5	100.00	90.00	7,854.00	100.00
6	100.00	90.00	7,854.00	100.00
7	100.00	90.00	7,854.00	100.00
8	100.00	90.00	7,854.00	100.00
9	100.00	90.00	7,854.00	100.00
10	100.00	90.00	7,854.00	100.00
11	100.00	90.00	7,854.00	100.00
12	100.00	90.00	7,854.00	100.00
13	100.00	90.00	7,854.00	100.00
14	100.00	90.00	7,854.00	100.00
15	100.00	90.00	7,854.00	100.00
16	100.00	90.00	7,854.00	100.00
17	100.00	90.00	7,854.00	100.00
18	100.00	90.00	7,854.00	100.00
19	100.00	90.00	7,854.00	100.00
20	100.00	90.00	7,854.00	100.00
21	100.00	90.00	7,854.00	100.00
22	100.00	90.00	7,854.00	100.00
23	100.00	90.00	7,854.00	100.00
24	100.00	90.00	7,854.00	100.00
25	100.00	90.00	7,854.00	100.00
26	100.00	90.00	7,854.00	100.00
27	100.00	90.00	7,854.00	100.00
28	100.00	90.00	7,854.00	100.00
29	100.00	90.00	7,854.00	100.00
30	100.00	90.00	7,854.00	100.00
31	100.00	90.00	7,854.00	100.00
32	100.00	90.00	7,854.00	100.00
33	100.00	90.00	7,854.00	100.00
34	100.00	90.00	7,854.00	100.00
35	100.00	90.00	7,854.00	100.00
36	100.00	90.00	7,854.00	100.00
37	100.00	90.00	7,854.00	100.00
38	100.00	90.00	7,854.00	100.00
39	100.00	90.00	7,854.00	100.00
40	100.00	90.00	7,854.00	100.00
41	100.00	90.00	7,854.00	100.00
42	100.00	90.00	7,854.00	100.00
43	100.00	90.00	7,854.00	100.00
44	100.00	90.00	7,854.00	100.00
45	100.00	90.00	7,854.00	100.00
46	100.00	90.00	7,854.00	100.00
47	100.00	90.00	7,854.00	100.00
48	100.00	90.00	7,854.00	100.00
49	100.00	90.00	7,854.00	100.00
50	100.00	90.00	7,854.00	100.00
51	100.00	90.00	7,854.00	100.00
52	100.00	90.00	7,854.00	100.00
53	100.00	90.00	7,854.00	100.00
54	100.00	90.00	7,854.00	100.00
55	100.00	90.00	7,854.00	100.00
56	100.00	90.00	7,854.00	100.00
57	100.00	90.00	7,854.00	100.00
58	100.00	90.00	7,854.00	100.00
59	100.00	90.00	7,854.00	100.00
60	100.00	90.00	7,854.00	100.00
61	100.00	90.00	7,854.00	100.00
62	100.00	90.00	7,854.00	100.00
63	100.00	90.00	7,854.00	100.00
64	100.00	90.00	7,854.00	100.00
65	100.00	90.00	7,854.00	100.00
66	100.00	90.00	7,854.00	100.00
67	100.00	90.00	7,854.00	100.00
68	100.00	90.00	7,854.00	100.00
69	100.00	90.00	7,854.00	100.00
70	100.00	90.00	7,854.00	100.00
71	100.00	90.00	7,854.00	100.00
72	100.00	90.00	7,854.00	100.00
73	100.00	90.00	7,854.00	100.00
74	100.00	90.00	7,854.00	100.00
75	100.00	90.00	7,854.00	100.00
76	100.00	90.00	7,854.00	100.00
77	100.00	90.00	7,854.00	100.00
78	100.00	90.00	7,854.00	100.00
79	100.00	90.00	7,854.00	100.00
80	100.00	90.00	7,854.00	100.00
81	100.00	90.00	7,854.00	100.00
82	100.00	90.00	7,854.00	100.00
83	100.00	90.00	7,854.00	100.00
84	100.00	90.00	7,854.00	100.00
85	100.00	90.00	7,854.00	100.00
86	100.00	90.00	7,854.00	100.00
87	100.00	90.00	7,854.00	100.00
88	100.00	90.00	7,854.00	100.00
89	100.00	90.00	7,854.00	100.00
90	100.00	90.00	7,854.00	100.00
91	100.00	90.00	7,854.00	100.00
92	100.00	90.00	7,854.00	100.00
93	100.00	90.00	7,854.00	100.00
94	100.00	90.00	7,854.00	100.00
95	100.00	90.00	7,854.00	100.00
96	100.00	90.00	7,854.00	100.00
97	100.00	90.00	7,854.00	100.00
98	100.00	90.00	7,854.00	100.00
99	100.00	90.00	7,854.00	100.00
100	100.00	90.00	7,854.00	100.00

574

STATE OF ARIZONA }
COUNTY OF GILA }

BEFORE ME, the undersigned authority, on this _____ day of _____, 19____, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. My commission expires _____.

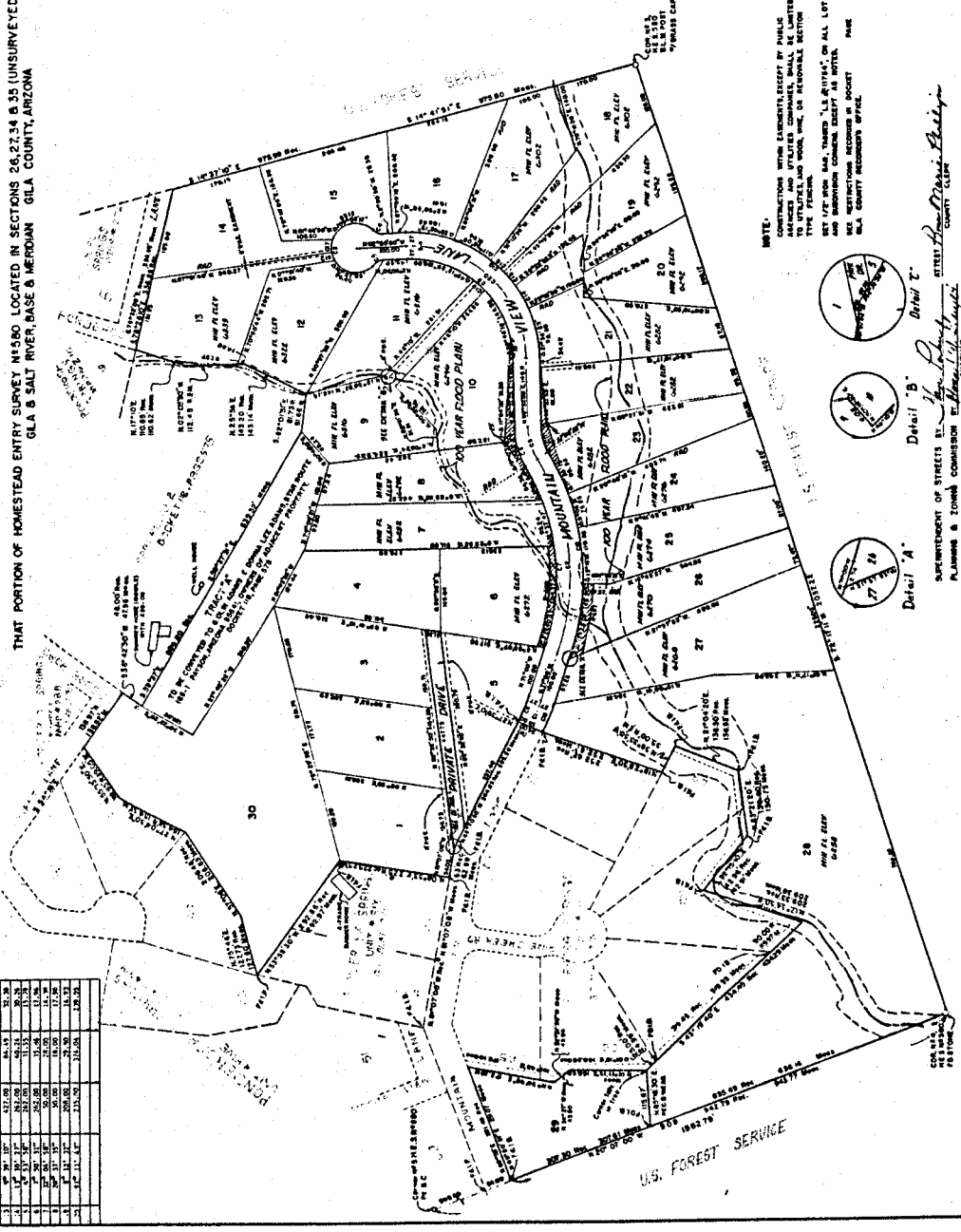
ACKNOWLEDGMENT: I, _____, County Recorder, do hereby certify that the foregoing instrument was duly recorded in _____ of the _____ of the County of Gila, Arizona, on this _____ day of _____, 19____, at _____ o'clock _____ M., and the recording fee thereon was _____.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal of office, at _____, Arizona, this _____ day of _____, 19____.

CERTIFICATE: I, _____, County Recorder, do hereby certify that the foregoing instrument was duly recorded in _____ of the _____ of the County of Gila, Arizona, on this _____ day of _____, 19____, at _____ o'clock _____ M., and the recording fee thereon was _____.



TYPICAL BUILDING SETBACK



NOTE: CONSTRUCTION WITHIN SUBDIVISIONS IS SUBJECT TO THE PLANNING AND ZONING COMMISSION OF THE COUNTY OF GILA. SEE RESTRICTIONS RECORDED IN BOOK _____ PAGE _____ GILA COUNTY RECORDER'S OFFICE.

APPROVED: _____
COUNTY CLERK

APPROVED: _____
SURVEYOR OF STREETS BY _____
PLANNING & ZONING COMMISSION _____

APPROVED: _____
GILA COUNTY BOARD OF SUPERVISORS

APPROVED: _____
GILA COUNTY RECORDER'S OFFICE

U.S. FOREST SERVICE

First American Title Insurance
Agency of Gila, Inc.
P.O. Box 843
Globe, AZ 85501

BOOK 503 PAGE 918

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That the First American Title Insurance Company of Arizona, an Arizona Corporation, as Trustee, under Trust No. 5747, being the owner of all of the following described premises, situated within the County of Gila, State of Arizona, to-wit:

Lots 1 through 27, Ponderosa Springs Estates as per Map 574, records of the County Recorder of Gila County, Arizona and desiring to establish the nature of the use and enjoyment of said parcels, hereby declares that the following covenants, conditions, restrictions and reservations shall attach to the said real property and every parcel or lot thereof as herein-after provided and shall constitute covenants running with the land.

1. None of said lots shall be reduced in area below one (1) acre provided, that this restriction shall not prevent the conveyance of a part of a lot to an adjacent owner of a whole lot, after which time said whole lot and the adjacent part of any adjoining lot, in such common ownership shall, for the purpose of these restrictions, be defined as one whole lot and shall be considered one building site. Nothing herein contained shall prevent the dedication or conveyance of portions of lots for public utilities, in which event the remaining portion of any such lot shall, for the purposes of this provision, be treated as a whole lot. No natural drainage course is to be filled in or changed so as to jeopardize adjacent or surrounding lots.

2. All of said lots shall be used for single family residential purposes only. No structure, building, tent, shed, trailer or mobile home shall be erected, attached, placed or permitted to remain on any lot or building site, except that on each lot or building site as hereinabove defined, there may be constructed, placed or maintained the following:

- (a) A single family dwelling house, together with a private garage;
- (b) Accessory buildings, such as woodsheds, tool houses, barns, etc.

No structure shall be constructed, maintained or placed on a lot or building site which does not conform to the restrictions contained within and does not have prior plan approval in writing from the agent or committee. Plan approval must be submitted to the agent or committee showing the proposed construction and its location along with a five-hundred dollar (\$500.00) Plan Review Deposit which is refundable at completion of construction providing that the building site has been properly cleaned up and a time period of twelve (12) months has not expired. The agent or committee shall be responsible for review and approval of all plans submitted prior to the start of any construction. In the event that any plans and applications for approval have not been acted upon within ten (10) days after the date of submission of same to the agent or committee and provided further that such plans are not contrary to the provisions herein contained, plans may be considered to be approved. A building permit must be obtained from the Gila County Planning and Zoning Commission. In no event shall a single family dwelling and garage or either of them be constructed, maintained or placed upon a parcel comprising less than one whole lot or building site as defined hereinabove. Fire insurance shall be obtained at inception of construction to cover repair or removal in case of damage. Undergrowth that attribute to fire hazard must be cleared and maintained.

3. No dwelling house located on any lot shall have a living area of less than one thousand (1,000) square feet, exclusive of patios, carport, pergolas or attached garage. All exterior constructions shall be completed within twelve (12) months from start or the five-hundred (\$500.00) Plan Review Deposit will be forfeited.

4. No sheet metal roofs will be permitted on any building. Rolled roofing materials used as the surface exposed to the weather or public view will not be permitted. Roof must be a minimum of a 4/12 pitch with a fifty-five (55) pound snow load capacity. Roof shall be of composition or shake shingle only. Chimneys and stove pipes are to be extended twenty-four (24) inches above the highest point of the roof line. Triple wall pipe and cap are to be used for all wood burning cooking or heating units. Foundations of all structures, including cabanas, shall be erected on concrete footings poured into suitable excavations below the frost line.

PURSUANT TO SEC. 804 (G), 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.

Brick or block steps may be laid on poured footings, as above set forth. Houses so constructed shall have siding extending to grade. All building materials are to blend for their aesthetic value and should be of a good grade or better. All wood fences and the exposed portions of walls, gables, foundations and roof rafters shall be stained and finished in natural tones within the brown color spectrum. All fire-place chimneys and stacks for heating appliances must be protected from flying sparks by capping or screening.

5. All buildings shall have their front walls and entrances facing the roadways except where specific written variance has been granted by the agent or committee. The minimum side setback from any property line shall be twenty (20) feet and thirty (30) feet from roadways. Fences shall not exceed six (6) feet in height. Barbed wire may only be used on lots where Forest Service boundary lines exist, and only on that side adjacent to such Forest Service boundary.

6. No part of any lot shall be used as a service area, except as expressly approved by the agent or committee in writing, but in no event shall a service area be permitted to face on a street, unless said area is enclosed by an attractive fence or wall. All storage of boats, trailers, etc., must be behind service fences and screened from public view.

In the event of a proposed variance to Paragraph five (5) herein, a plan showing the proposed building and its location shall be submitted to and approved by the agent or committee prior to the start of any construction. When the plan is submitted to the agent or committee it must be accompanied by the five-hundred dollar (\$500.00) Review Deposit which shall be refunded as set forth in Paragraph two (2) herein. The agent or committee shall be responsible for reviewing and approval must be had of all plans submitted prior to the start of any construction. In the event that any plans and applications have been unacted upon within ten (10) days after date of submission of same to the agent or committee, and provided further that such plans are not contrary to the provisions herein contained such plans may be considered to be approved. The building permit must be obtained from the Gila County Planning and Zoning office prior to construction.

7. Installation, use and maintenance of sewage disposal systems shall meet the minimum requirements of the Arizona State Health Department and the Gila County Health Department and percolation test and septic system design shall be submitted to the Gila County Health Department for issuance of a septic tank permit prior to construction. Trash disposal by any means other than removal to County landfill is not permitted. No burning of trash by outside fire will be permitted.

8. Temporary use of trailers and other shelters for housing and storage of tools and equipment may be permitted on the property during actual bona fide construction, but only after the agent or committee has approved the type and location of such temporary installations and the required sewage disposal system has been provided and a water flush toilet has been installed. Such temporary structures or trailers shall not be maintained during the period of construction upon any lot for a period greater than six (6) months, unless extended by the agent or committee in writing.

9. No goats, sheep, cattle, hogs, rabbits, poultry or other animals shall be kept on the premises. Only household domestic pets may be maintained on said premises. All domestic pets are to be restricted from roaming loose. All facilities are subject to approval by the agent or committee and continuing enforcement is established to the committee.

10. No mining or drilling operations, except such drilling as may be necessary for any water wells, shall be conducted on any lot. No machinery, abandoned vehicles, surplus building materials, or other unsightly debris or materials may be stored on the premises except in enclosed storage buildings which do not otherwise violate the provisions of these restrictions.

11. The foregoing restrictions shall run with the land and shall be binding upon all persons until December 31, 1999, at which time said restrictive covenants shall be automatically extended for successive periods of ten (10) years, unless by the vote of a majority of the then owners of the lots it is agreed to terminate said restrictions or change them in whole or part.

12. The "Agent" hereinabove referred to shall be Ponderosa Springs Estates, a Joint Venture, or such other persons as the owners may appoint by instrument in writing and recorded in the office of the County Recorder of Gila County. Provided, however, that the powers of said agent shall vest in any committee duly elected by a majority of individual lot owners after the number of lot owners in the subdivision exceed three-fourths of the lots in the subdivision.

13. No "A" frames of less than one thousand (1,000) square feet ground floor shall be erected or maintained on any lot.

14. No noxious, offensive or illegal activity shall be carried on, nor shall anything be done thereon which may be or become a nuisance to the neighborhood. No lot shall be used as a dumping ground for rubbish. All lots and buildings shall be kept and maintained by owner in such a manner as to enhance the value of the lot and surrounding area.

15. No advertising, signs, other than "For Rent" or "For Sale" signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any of said lots, nor shall the premises be used in any way for any purpose which may damage or endanger the health or unreasonable disturb the holder of any lot in said subdivision.

16. The cost of street lighting if required is to be carried by the individual lot owners on a pro rata share as assessed by the utility company.

17. Deeds of conveyance of all or any of said lots shall be subject to these restrictive covenants by reference to this document. Each and all of such restrictive covenants shall be valid and binding upon the respective grantees. Violation of any one or more of such restrictive covenants may be restrained by any court of competent jurisdiction and damages awarded against such violator. Each grantee and his successors and assigns expressly consents to the entry of a mandatory injunction requiring the removal of any structure commenced or erected or any trailer moved onto or maintained on the property in violation of any one or more of such restrictive covenants, provided, however, that a violation of these restrictive covenants or any one or more of them, shall not affect the lien of any mortgage now of record, or which hereafter may be placed of record upon said lots or any part thereof.

18. Invalidation of any one or more of the provisions hereof by judgment or by court order shall not affect the validity of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, THE FIRST AMERICAN TITLE INSURANCE COMPANY OF ARIZONA, an Arizona Corporation, has hereunto caused its corporate name to be signed and its corporate seal to be affixed and the same to be attested by the signature of its duly authorized officer, this 17th day of January, 1980.

FIRST AMERICAN TITLE INSURANCE COMPANY OF ARIZONA, as Trustee

BY [Signature]
Trust Officer

SEAL OF ARIZONA)
COUNTY OF GILA)

On this the 17th day of January, 1980, before me, the undersigned officer, personally appeared JAMES A. BARSEMA who acknowledged himself to be the Trust Officer of the First American Title Insurance Company of Arizona, an Arizona corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes herein contained by signing the name of the corporation, as Trustee, by himself as such officer.

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

My commission expires: 12/5/81

[Signature]
Notary Public

When Recorded Return To:

David R. Baker
LANG & BAKER, P.L.C.
6902 East First Street
Suite 100
Scottsdale, Arizona 85251



**AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR PONDEROSA SPRINGS ESTATES**

The undersigned, by virtue of power of attorney granted by a majority of the Lot Owners of the following described premises, situated within the County of Gila, State of Arizona, described as follows:

Lots One (1) through Twenty-Seven (27), inclusive, Ponderosa Springs Estates, according to the Plat of Record in the Office of the County Recorder of Gila County, Arizona, in Map No. 574 thereof.

desire to establish the nature and use and enjoyment of such parcels, and hereby declare that 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, as of January 1, 2000. This Amended and Restated Declaration of Restrictions ("Restated Declaration"), is specifically made and adopted in accordance with paragraph 11 of that certain Declaration of Restrictions dated January 17, 1980, and recorded at Docket 503, page 918 of the Records of the County Recorder of Gila County, Arizona (the "Original Declaration"). The intent and effect of this Restated Declaration is to supercede, restate, amend and modify the terms and conditions of the Original Declaration. The covenant and conditions set forth herein shall bind each and every parcel of Ponderosa Springs Estates (the "Subdivision"), and shall constitute covenants running with the land.

ARTICLE 1 - FORMATION OF ASSOCIATION

- 1.1 The property owners have formed the Ponderosa Springs Estates Homeowners Association ("PSEHA") pursuant to certain articles of Incorporation relating to the PSEHA filed with the Arizona Corporation Commission in or about March of 1990. PSEHA is a nonprofit Arizona corporation charged with the duties and vested with the powers prescribed by law and set forth in its Articles, Bylaws, and this Restated Declaration. In the event of any conflict or inconsistency between this Restated Declaration and the Articles, Bylaws, or other documents, this Restated Declaration shall control.

ARTICLE 2 - IDENTITY OF MEMBERS/VOTING

- 2.1 All Lot Owners shall be members of the PSEHA and are obligated to pay the annual assessment as set by the PSEHA. The annual assessment shall be due and payable one month from issuance, and shall bear interest at the rate of ten (10) percent per annum thereafter. Additionally, a late fee to be determined by a vote of the PSEHA shall be assessed. Special assessments may be levied as needed by the majority of the vote of the PSEHA.
- 2.2 Each member of the association shall be entitled to one vote regardless of the size of said lot, and the vote must be cast as a unit. In the event a lot is owned by more than one person, and such owners are unable to agree among themselves as to how their vote shall be cast, they shall lose their right to vote on the matter in question.

ARTICLE 3 - GENERAL LOT AND/OR PREMISES

- 3.1 No lot shall be reduced in size to less than one (1) acre. Should conveyance of a part of a lot to an adjacent owner be transacted, each property must maintain at least one (1) acre.
- 3.2 No natural drainage course shall be filled in or changed so as to jeopardize adjacent or surrounding lots.
- 3.3 All of said lots shall be used for single-family residential purposes only. No part of any lot shall be used as rental property. No trailer, basement of any incomplete building, tent, shack, garage or barn, and no temporary buildings or structures of any kind, shall be used at any time as a permanent residence.
- 3.4 No part of any lot shall be used as a service area unless as expressly approved by the Ponderosa Springs Estates Architectural Committee ("PSEAC"). A service area is not permitted to face on a street unless enclosed by an attractive fence or wall. Fence or wall shall not be of metal construction.
- 3.5 All storage of boats, trailers, satellite dishes, etc., must be behind a fence, wall, and/or screened from public view. Fence or wall shall not be of metal construction.
- 3.6 All Liquid Petroleum Gas (LPG) tanks or gasoline tanks shall be fenced, painted or stained to blend in with the natural surrounding earth tones. Fence or wall shall not be of metal construction.
- 3.7 No goats, sheep, cattle, hogs, rabbits, poultry or other animals shall be kept on the premises. Only household domestic pets may be maintained and are restricted to Lot Owners property. When taken off the Lot Owners property, animals shall be leashed. Animals shall not be allowed to make an unreasonable amount of noise or become a nuisance. All outdoor pet facilities are subject to the approval of the PSEAC.

- 3.8 No mining or drilling operations, except such drilling as may be necessary for water wells, is allowed.
- 3.9 The cost of street lighting, if required, is to be carried by the individual Lot Owner on a pro rata share as assessed by the utility company.
- 3.10 Each and all of the listed restrictions are valid and binding upon all persons and lots. These restrictions will remain binding until December 31, 2009, at which time the restrictions will be automatically extended for successive periods of ten (10) years unless a vote of the majority of Lot Owners agrees to terminate or change the restrictions.

ARTICLE 4 - CONSTRUCTION AND ARCHITECTURAL

- 4.1 No structure shall be constructed, maintained or placed on a lot that does not conform to the restrictions contained herein. No addition, alteration, change or other work shall be made or done without the prior written approval of the PSEAC.
- 4.2 Proposed building plans, including the location of the cabin, garage, storage shed(s), Liquid Petroleum (LPG) tanks, gasoline tanks, etc., shall be submitted to the PSEAC prior to commencement of construction. Any change, deletion or addition to the plans and specifications that have been approved by the PSEAC must be approved in writing by the PSEAC.
- 4.3 Modification plans, including additions, decking, balconies, etc., shall be submitted to the PSEAC prior to commencement of construction.
- 4.4 The PSEAC shall be responsible for review and approval of all plans prior to the start of any construction. The PSEAC shall approve the plans within thirty (30) days of submittal. If the plans are not approved within thirty (30) days, the plans are considered approved. (The plans must still conform to the restrictions contained herein.)
- 4.5 All construction, alterations, and improvements conducted on any lot shall be conducted in accordance with (in addition to the restrictions contained herein) all applicable zoning and building codes. It shall be the responsibility of the Lot Owner to acquire and maintain all appropriate permits and to post such permits at the construction site.
- 4.6 Fire insurance shall be obtained at the inception of construction.
- 4.7 No "A" frame of less than one thousand (1,000) square feet on the ground floor shall be erected on any lot. No dwelling house shall have a living area less than one thousand (1,000) square feet. Patios, carports, pergolas, balconies or attached garages are excluded from the one thousand (1,000) square footage.

- 4.8 All structures shall be stained and finished in surrounding natural earth tones within the brown color spectrum. Variations from the brown color spectrum shall be approved in writing by the PSEAC.
- 4.9 All exterior construction shall be completed and cleaned up within twelve (12) months from the start of construction.
- 4.10 Foundations of all structures, including cabanas, brick or block steps, etc., shall be erected according to county code.
- 4.11 No corrugated galvanized sheet metal roofs will be permitted on any buildings. Rolled roofing material exposed to public view or weather shall not be allowed. Roof shall be of composition shingle only. However, non-glare metal roofing systems will be considered pending the approval by the PSEAC. Roof shall be a minimum of a 4/12 pitch with a fifty-five (55) pound snow capacity or the requirements defined in the county code, whichever is more restrictive.
- 4.12 Chimneys and stovepipes shall extend twenty-four (24) inches above the highest point of the roofline. All fireplace chimneys and stacks for heating appliances shall be capped or screened to protect from flying sparks, or the requirements defined in county code, whichever is more restrictive. Triple wall pipe and cap shall be used for all wood burning cooking or heating units, or the requirements defined in county code, whichever is more restrictive.
- 4.13 All building material shall blend for aesthetic value and should be of good grade or better.
- 4.14 Perimeter property fences shall not exceed six (6) feet in height. A height variance shall be approved in writing by the PSEAC. Fences shall not be of metal construction. Barbed wire can only be used on Forest Service boundary lines. All wood fences and the exposed portions of walls, gables, foundations and roof rafters shall be stained and finished in surrounding natural earth tones within the brown color spectrum. Variations from the brown color spectrum shall be approved in writing by the PSEAC.
- 4.15 All buildings shall have their front walls and entrances facing the roadways. Variations shall be approved in writing by the PSEAC. The minimum setback for all buildings from any property line shall be twenty (20) feet. The minimum set back for all buildings from the roadway shall be thirty (30) feet. Variations from the set back shall be approved in writing by the PSEAC.
- 4.16 Installation, use and maintenance of sewage disposal systems shall meet the minimum requirements of the Arizona State Health Department and the Gila County Health Department (GCHD). Percolation tests and septic system design shall be submitted to the GCHD for issuance of a permit prior to the start of construction. The septic tank permit shall be prominently posted as the building site.

- 4.17 Temporary use of trailers and other shelters for housing and storage of tools and equipment shall be permitted on the property during actual residential construction during the twelve (12) month construction period. The PSEAC shall approve the type and location of such temporary structures.

ARTICLE 5 - CARE AND MAINTENANCE

- 5.1 All lots and buildings shall be kept and maintained by Each Lot Owner in such a manner as to enhance the value of the lot and surrounding area.
- 5.2 No machinery, abandoned vehicles, surplus building materials, or other unsightly debris or materials may be stored on the premises except in enclosed storage buildings that do not violate the provisions of these restrictions.
- 5.3 No lot shall be used as a dumping ground for rubbish or trash. No outside burning of trash shall be permitted.
- 5.4 No advertising signs, other than "For Sale", "Private Property", or "No Trespassing", shall be placed on any lot. Unsightly objects or nuisances shall not be placed on any lot.

ARTICLE 6 - FIRE ABATEMENT

- 6.1 Undergrowth, such as dried grass, pine needles, dead brush, and dead trees, that attribute to fire hazard, must be cleared and maintained at least thirty (30) feet from each side of any structure.
- 6.2 Recreational vehicles shall be equipped with spark arresters.
- 6.3 Vehicles with catalytic converters shall park on non-combustible materials only.

ARTICLE 7 - NEIGHBORHOOD/SOCIAL

- 7.1 No noxious, offensive, detrimental or illegal activity shall be conducted that could be considered a nuisance to the neighborhood. No lot shall be used for purposes that may damage or endanger the health and safety of other Lot Owners.
- 7.2 Parking shall not be permitted within twenty-five (25) yards of another Lot Owners residence without their express permission.
- 7.3 Recreational vehicles shall be equipped with noise restricters. Riding of such vehicles shall not be so repetitive so as to cause dust, noise or other nuisances.

ARTICLE 8 - AUTHORITY OF THE PSEAC

- 8.1 The PSEAC, consisting of three (3) members, shall be elected annually by a majority of Lot Owners and shall be charged with the responsibility to review and approve all proposed construction and requested variances. There shall be no term limits.
- 8.2 Lot Owners may appeal a decision of the PSEAC by calling a special vote of the PSEHA. The majority vote of Lot Owners rules.
- 8.3 Variances previously approved in writing by the PSEAC shall remain in effect.
- 8.4 Upon approval of the restrictions herein, all Lot Owners shall be responsible for compliance of all restrictions, including all new restrictions.
- 8.5 Lot Owners in violation of any aspect of the Deed of Restrictions shall be notified in writing of the violation and given sixty (60) days to correct the violation. A variance extend the sixty (60) day timeframe shall be approved in writing by the PSEAC.
- 8.6 A monthly assessment may be levied upon any Lot Owner who fails to correct the violation within the sixty (60) day timeframe and fails to secure a variance from the PSEAC. A lien shall be placed upon the property of the Lot Owner for the amount of the assessments, together with interest, late charges, and all costs, including, but not limited to, attorney's fees incurred by PSEILA in collecting or attempting to collect delinquent assessments. The amount of the assessment shall be determined by a majority of votes by the PSEHA.
- 8.7 The assessed Lot Owner shall have thirty (30) days to remit the assessment amount to the Secretary/Treasurer of the PSEHA. A lien shall be placed on the property of the Lot Owner in violation of the Deed of Restrictions who fails to remit the assessment amount within thirty (30) days.
- 8.8 All costs incurred in the enforcement of the Deed of Restrictions shall be paid by the Lot Owner, who through their violation(s), made it necessary to bring the matter before a court of competent jurisdiction.
- 8.9 No member of the PSEILA or PSEAC shall be personally liable to any Lot Owner for damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of the PSEILA or PSEAC. The limitations set forth herein shall not apply to any person who has failed to act in good faith or has engaged in willful or intentional misconduct.

ARTICLE 9 - EXECUTION OF RESTATED DECLARATION

- 9.1 This Restated Declaration may be executed in any number of counterparts, and each of such counterparts shall be deemed an original thereof.

SIGNATURE PAGE
FOR AMENDED AND RESTATED DECLARATION OF COVENENTS,
CONDITIONS AND RESTRICTIONS FOR PONDEROSA SPRINGS ESTATES

The undersigned, being the owner(s) of Lot 24-26, of Ponderosa Springs Estates, according to the plat of record in the office of the County Recorder of Gila County, Arizona, in Map #574 thereof, hereby affirmatively execute(s) and adopt(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Ponderosa Springs Estates to which this signature page is attached.

Vaughn P. Adams
Name

V. Adams
Signature

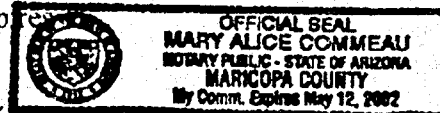
Title (If Applicable)

Corporate Name (If Applicable)

Acknowledged before me this 7th day of December, 1999.

Mary Alice Commeau
Notary Public

5/12/02
My Commission Expires



Paula J. Adams
Name

Paula Adams
Signature

Title (If Applicable)

Corporate Name (If Applicable)

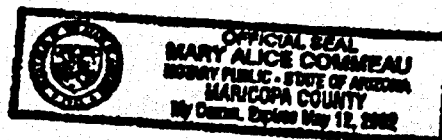
Acknowledged before me this 7th day of December, 1999.

Mary Alice Commeau
Notary Public

5/12/02
My Commission Expires

Check Appropriate Box:

- Husband and Wife
- Single Owner
- Family Trust
- Corporate Owner



SIGNATURE PAGE
FOR AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR PONDEROSA SPRINGS ESTATES

The undersigned, being the owner(s) of Lot 18, of Ponderosa Springs Estates, according to the plat of record in the office of the County Recorder of Gila County, Arizona, in Map #574 thereof, hereby affirmatively execute(s) and adopt(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Ponderosa Springs Estates to which this signature page is attached.

Clay W Clark
Name

Clay W Clark
Signature

Title (If Applicable)

Corporate Name (If Applicable)

Acknowledged before me this 12 day of November, 1999.

Betty J. Kuehnast
Notary Public

Oct 7 2003
My Commission Expires



Rebecca L. Clark
Name

Rebecca L. Clark
Signature

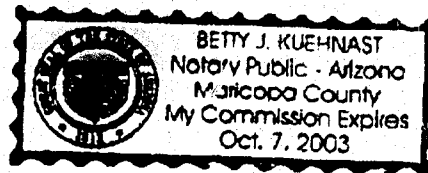
Title (If Applicable)

Corporate Name (If Applicable)

Acknowledged before me this 12 day of November, 1999.

Betty J. Kuehnast
Notary Public

Oct 7 2003
My Commission Expires



Check Appropriate Box:

- Husband and Wife
- Single Owner
- Family Trust
- Corporate Owner

SIGNATURE PAGE
FOR AMENDED AND RESTATED DECLARATION OF COVENENTS,
CONDITIONS AND RESTRICTIONS FOR PONDEROSA SPRINGS ESTATES

The undersigned, being the owner(s) of Lot 15, of Ponderosa Springs Estates, according to the plat of record in the office of the County Recorder of Gila County, Arizona, in Map #574 thereof, hereby affirmatively execute(s) and adopt(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Ponderosa Springs Estates to which this signature page is attached.

Tom F. Schleier
Name

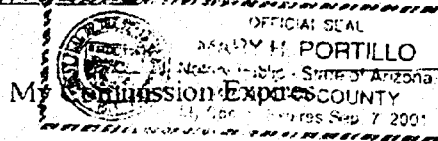
[Signature]
Signature

Title (If Applicable)

Corporate Name (If Applicable)

Acknowledged before me this 15th day of November, 1999.

[Signature]
Notary Public



Lisa S. Schleier
Name

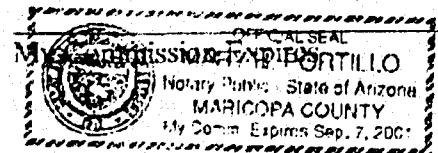
[Signature]
Signature

Title (If Applicable)

Corporate Name (If Applicable)

Acknowledged before me this 15th day of December, 1999.

[Signature]
Notary Public



Check Appropriate Box:

- Husband and Wife
- Single Owner
- Family Trust
- Corporate Owner

SIGNATURE PAGE
FOR AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR PONDEROSA SPRINGS ESTATES

The undersigned, being the owner(s) of Lot 22, of Ponderosa Springs Estates, according to the plat of record in the office of the County Recorder of Gila County, Arizona, in Map #574 thereof, hereby affirmatively execute(s) and adopt(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Ponderosa Springs Estates to which this signature page is attached.

Rosemary Sanitza
Rosemary Sanitza
Name

Rosemary Sanitza
Signature

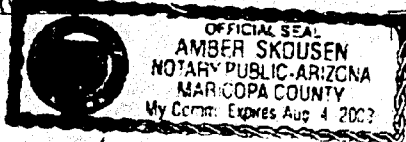
Title (If Applicable)

Corporate Name (If Applicable)

Acknowledged before me this 17th day of December, 1999.

Amber Skousen
Notary Public

Aug. 4th 2003
My Commission Expires



Ricky L. Sanitza
Name

Ricky L. Sanitza
Signature

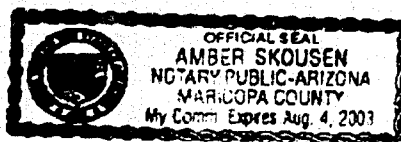
Title (If Applicable)

Corporate Name (If Applicable)

Acknowledged before me this 17th day of December, 1999.

Amber Skousen
Notary Public

Aug. 4th 2003
My Commission Expires



Check Appropriate Box:

- Husband and Wife
- Single Owner
- Family Trust
- Corporate Owner

SIGNATURE PAGE
FOR AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR PONDEROSA SPRINGS ESTATES

The undersigned, being the owner(s) of Lot 3, of Ponderosa Springs Estates, according to the plat of record in the office of the County Recorder of Gila County, Arizona, in Map #574 thereof, hereby affirmatively execute(s) and adopt(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Ponderosa Springs Estates to which this signature page is attached.

J. P. EBY
Name

[Signature]
Signature

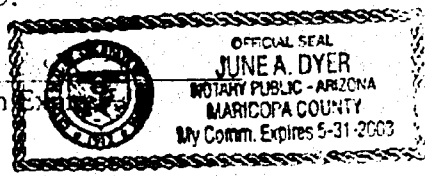
Title (If Applicable)

Corporate Name (If Applicable)

Acknowledged before me this 17 day of Nov, 1999.

[Signature]
Notary Public

May 31, 2003
My Commission Expires



Clyde E. Eby
Name

[Signature]
Signature

Title (If Applicable)

Corporate Name (If Applicable)

Acknowledged before me this 12 day of Nov, 1999.

[Signature]
Notary Public

May 31, 2003
My Commission Expires

Check Appropriate Box:

- Husband and Wife
- Single Owner
- Family Trust
- Corporate Owner



SIGNATURE PAGE
FOR AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR PONDEROSA SPRINGS ESTATES

The undersigned, being the owner(s) of Lot 23 of Ponderosa Springs Estates, according to the plat of record in the office of the County Recorder of Gila County, Arizona, in Map #574 thereof, hereby affirmatively execute(s) and adopt(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Ponderosa Springs Estates to which this signature page is attached.

Lynda Reithmann
Name

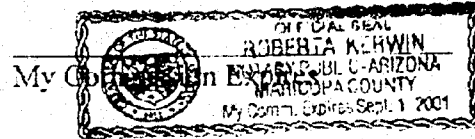
Lynda Reithmann
Signature

TRUSTEE
Title (If Applicable)

REITHMANN FAMILY TRUST
Corporate Name (If Applicable)

Acknowledged before me this 14th day of November, 1999.

Roberta Kerwin
Notary Public



THOMAS REITHMANN
Name

Thomas Reithmann
Signature

TRUSTEE
Title (If Applicable)

REITHMANN FAMILY TRUST
Corporate Name (If Applicable)

Acknowledged before me this 14th day of November, 1999.

Roberta Kerwin
Notary Public



Check Appropriate Box:

- Husband and Wife
- Single Owner
- Family Trust
- Corporate Owner

SIGNATURE PAGE
FOR AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR PONDEROSA SPRINGS ESTATES

The undersigned, being the owner(s) of Lot 8, of Ponderosa Springs Estates, according to the plat of record in the office of the County Recorder of Gila County, Arizona, in Map #574 thereof, hereby affirmatively execute(s) and adopt(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Ponderosa Springs Estates to which this signature page is attached.

HARRY E. LUNDBERG
Name

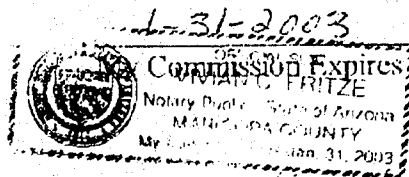
Harry E. Lundberg
Signature

Title (If Applicable)

Corporate Name (If Applicable)

Acknowledged before me this 22 day of November, 1999.

Vivian C. Fritze
Notary Public



Jacqueline Lundberg
Name

Jacqueline Lundberg
Signature

Title (If Applicable)

Corporate Name (If Applicable)

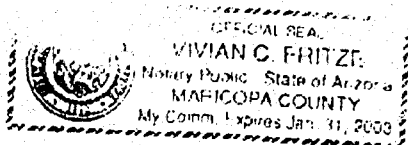
Acknowledged before me this 22 day of November, 1999.

Vivian C. Fritze
Notary Public

1-31-2003
My Commission Expires

Check Appropriate Box:

- Husband and Wife
- Single Owner
- Family Trust
- Corporate Owner



SIGNATURE PAGE
FOR AMENDED AND RESTATED DECLARATION OF COVENENTS,
CONDITIONS AND RESTRICTIONS FOR PONDEROSA SPRINGS ESTATES

The undersigned, being the owner(s) of Lot 6, of Ponderosa Springs Estates, according to the plat of record in the office of the County Recorder of Gila County, Arizona, in Map #574 thereof, hereby affirmatively execute(s) and adopt(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Ponderosa Springs Estates to which this signature page is attached.

Thomas Edward James
Name

Thomas Edward James
Signature

Title (If Applicable)

Corporate Name (If Applicable)

Acknowledged before me this 26th day of Nov, 1999.

Patricia Shal
Notary Public

11/16/01
My Commission Expires

Linda James
Name

Linda James
Signature

Title (If Applicable)

Corporate Name (If Applicable)

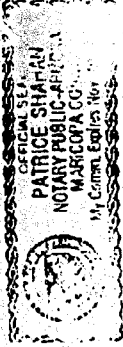
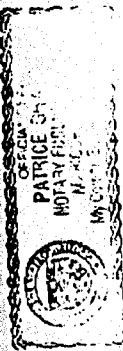
Acknowledged before me this 26th day of Nov, 1999.

Patricia Shal
Notary Public

11/16/01
My Commission Expires

Check Appropriate Box:

- Husband and Wife
- Single Owner
- Family Trust
- Corporate Owner



SIGNATURE PAGE
FOR AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR PONDEROSA SPRINGS ESTATES

The undersigned, being the owner(s) of Lot 14, of Ponderosa Springs Estates, according to the plat of record in the office of the County Recorder of Gila County, Arizona, in Map #574 thereof, hereby affirmatively execute(s) and adopt(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Ponderosa Springs Estates to which this signature page is attached.

Hector P. Benitez
Name

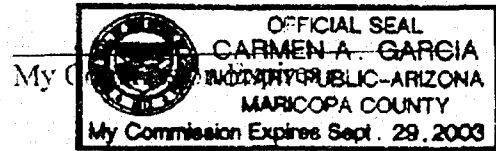
Hector P. Benitez
Signature

Title (If Applicable)

Corporate Name (If Applicable)

Acknowledged before me this 29th day of November, 1999.

Carmen A. Garcia
Notary Public



Patricia A. Benitez
Name

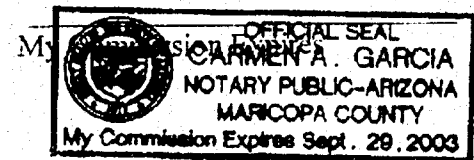
Patricia A. Benitez
Signature

Title (If Applicable)

Corporate Name (If Applicable)

Acknowledged before me this 29th day of November, 1999.

Carmen A. Garcia
Notary Public



Check Appropriate Box:

- Husband and Wife
- Single Owner
- Family Trust
- Corporate Owner

SIGNATURE PAGE
FOR AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR PONDEROSA SPRINGS ESTATES

The undersigned, being the owner(s) of Lot 4, of Ponderosa Springs Estates, according to the plat of record in the office of the County Recorder of Gila County, Arizona, in Map #574 thereof, hereby affirmatively execute(s) and adopt(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Ponderosa Springs Estates to which this signature page is attached.

Robert D Smith
Name
Robert D Smith
Title (If Applicable)
Notary Public Seal: JILL S. WEST, Notary Public - State of Arizona, MARICOPA COUNTY, Corporate Name (If Applicable)

Acknowledged before me this 30 day of NOVEMBER, 1999.
Jill West
Notary Public
04 01 2001
My Commission Expires

Pauline T. Smith
Name
Pauline T. Smith
Title (If Applicable)
Notary Public Seal: JILL S. WEST, Notary Public - State of Arizona, MARICOPA COUNTY, Corporate Name (If Applicable)

Acknowledged before me this 30 day of NOVEMBER, 1999.
Jill West
Notary Public
04 01 2001
My Commission Expires

Check Appropriate Box:

- Husband and Wife
- Single Owner
- Family Trust
- Corporate Owner

SIGNATURE PAGE
FOR AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR PONDEROSA SPRINGS ESTATES

The undersigned, being the owner(s) of Lot 9, of Ponderosa Springs Estates, according to the plat of record in the office of the County Recorder of Gila County, Arizona, in Map #574 thereof, hereby affirmatively execute(s) and adopt(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Ponderosa Springs Estates to which this signature page is attached.

Laura Ann T Carney
Name

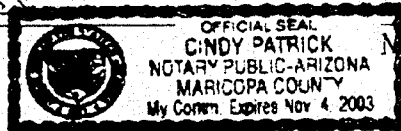
Laura Ann T Carney
Signature

Title (If Applicable)

Corporate Name (If Applicable)

Acknowledged before me this 30th day of November, 1999.

Cindy Patrick
Notary Public



11-4-2003
My Commission Expires

Frank Carney
Name

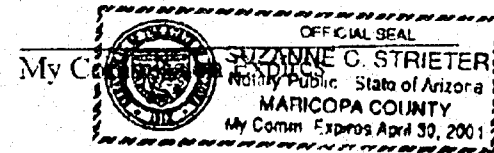
Frank Carney
Signature

Title (If Applicable)

Corporate Name (If Applicable)

Acknowledged before me this 1st day of December, 1999.

Suzanne C. Strieter
Notary Public



Check Appropriate Box:

- Husband and Wife
- Single Owner
- Family Trust
- Corporate Owner

**SIGNATURE PAGE
FOR AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR PONDEROSA SPRINGS ESTATES**

The undersigned, being the owner(s) of Lot 19820 of Ponderosa Springs Estates, according to the plat of record in the office of the County Recorder of Gila County, Arizona, in Map #574 thereof, hereby affirmatively execute(s) and adopt(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Ponderosa Springs Estates to which this signature page is attached.

KRYSTYNA MAZUR
Name

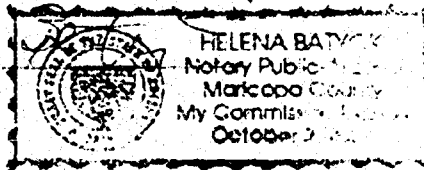
Krystyna Mazur
Signature

Title (If Applicable)

Corporate Name (If Applicable)

Acknowledged before me this 30th day of November, 1999.

Hele
Notary Public



October 2, 2001
My Commission Expires

JACK MAZUR
Name

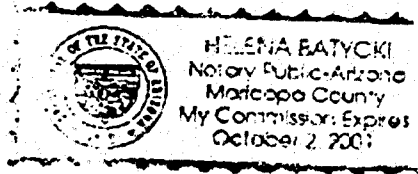
[Signature]
Signature

Title (If Applicable)

Corporate Name (If Applicable)

Acknowledged before me this 30th day of November, 1999.

Hele
Notary Public



October 2, 2001
My Commission Expires

Check Appropriate Box:

- Husband and Wife
- Single Owner
- Family Trust
- Corporate Owner

**SIGNATURE PAGE
FOR AMENDED AND RESTATED DECLARATION OF COVENENTS,
CONDITIONS AND RESTRICTIONS FOR PONDEROSA SPRINGS ESTATES**

The undersigned, being the owner(s) of Lot 27, 29 of Ponderosa Springs Estates, according to the plat of record in the office of the County Recorder of Gila County, Arizona, in Map #574 thereof, hereby affirmatively execute(s) and adopt(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Ponderosa Springs Estates to which this signature page is attached.

JULIA M PETERMANN
Name

Julia M Petermann
Signature

Title (If Applicable)

Corporate Name (If Applicable)

Acknowledged before me this 1st day of Dec, 1999.

Eileen Sharp
Notary Public



July 14, 2002
Commission Expires

Name

Signature

Title (If Applicable)

Corporate Name (If Applicable)

Acknowledged before me this _____ day of _____, 1999.

Notary Public

My Commission Expires

Check Appropriate Box:

- Husband and Wife
- Single Owner
- Family Trust
- Corporate Owner

SIGNATURE PAGE
FOR AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR PONDEROSA SPRINGS ESTATES

The undersigned, being the owner(s) of Lot 11, of Ponderosa Springs Estates, according to the plat of record in the office of the County Recorder of Gila County, Arizona, in Map #574 thereof, hereby affirmatively execute(s) and adopt(s) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Ponderosa Springs Estates to which this signature page is attached.

Frank L Wagner Jr
Name

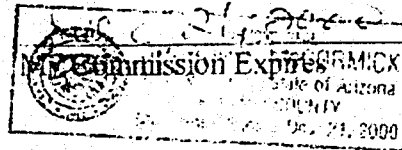
Frank L Wagner Jr
Signature

Title (If Applicable)

Corporate Name (If Applicable)

Acknowledged before me this 11th day of December 1999.

Sharon K McCormick
Notary Public



Audrey Wagner
Name

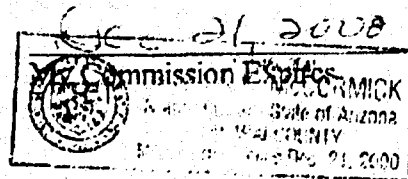
Audrey Wagner
Signature

Title (If Applicable)

Corporate Name (If Applicable)

Acknowledged before me this 11th day of December 1999.

Sharon K McCormick
Notary Public



Check Appropriate Box:

- Husband and Wife
- Single Owner
- Family Trust
- Corporate Owner

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 plats entitled, "Plat of the Right of Way Survey Road No. 291, Tonto National Forest, T. 10 N. 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 291, Record of Survey #244, 244A, 244B, 244C, 244D, 244E, and 244F.

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

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

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) ss.

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 Reed
Notary Public

My commission expires: 9-2-1988

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

Vernon R. France

STATE OF ARIZONA)
) SS.
COUNTY OF GILA)

The foregoing instrument was acknowledged before me this 15 day of June 1988, by Vernon R. 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.

OFFICIAL SEAL
ROSEMARY CHAFFIN
Notary Public - State of Arizona
GILA COUNTY
My Comm. Expires May 25, 1991

Rosemary Chaffin
Notary Public

My commission expires: _____